

Proceedings
of the
County Board
of
McLean County,
Illinois

October 17, 2006

*Subject to approval at
November 21, 2006
County Board Meeting*



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October 17, 2006

The McLean County Board met on Tuesday, October 17, 2006 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member O'Connor and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

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

No Members were absent

Consent Agenda:

Chairman Sweeney asked if there were any items to be amended or removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board, September 19, 2006
 - B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of a Resolution and Letting Results from September 27, 2006 County Sale of Surplus Equipment
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the Application in Case SU-06-20 on Parcels 30-01-100-017 and 018 for a Special Use Case No. 97-20-S that was approved for a Public Stable and to also allow a Dog Kennel in the Agriculture District on Property which is located in Empire Township at 28919 E 800 North Road, Ellsworth, IL
 - b) Request Approval of the Application of the Randolph, Downs and Bloomington Township Fire Protection Districts in Case SU-06-21, which is on part of Parcel 28-11-100-001 for a Special Use to allow a Safety Service Facility – fire burning training Tower – in the Agriculture District on property which is in Randolph Township on the property of the Water Treatment Facility of the Bloomington Normal Water Reclamation District and is immediately south of 700 North Road (County Highway 36) and approximately ½ mile east of 1550 East Road.
 - c) Request Approval of the Application in Case ZA-06-08, Parcel No. 21-18-100-016 for a Map Amendment to change the Zoning Classifications from A-Agriculture District to C-Commercial District on Property which is located in Bloomington Township immediately West of Oakland Avenue and approximately 350 feet South of Six Points Road.
 - 2) Subdivision Cases:
 - a) Request Approval for Waivers of Preliminary Plan Requirements, Lot Area, Lot Width and Road Frontage and Approval of a one lot Final Subdivision Plat for the Holder Rail Subdivision Which is located in Old Township immediately North of the Norfolk and Southern Railroad Right-of-way near the Unincorporated Village of Holder and is located ¼ mile west of 2400 E Road (Case #S-06-22).

D. Transfer Ordinances

E. Other Resolutions, Contracts, Leases, Agreements, Motions

1) Justice Committee

- a) Request Approval to Review Bids and Select Contractor for Chemical Agents to be used in the McLean County Jail Laundry and Dish Machine – Sheriff’s Department
- b) Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain Services for the McLean County Jail – Sheriff’s Department
- c) Request Approval of an IDENTIX Livescan Maintenance Program – Sheriff’s Department
- d) Request Approval of a Dietary Consultant Agreement with a Registered Dietician – Sheriff’s Department

2) Property Committee

- a) Request Approval of Lease Agreement between the County and the Children’s Advocacy Center – Facilities Management
- b) Request Approval of Lease Agreement between the County and Veterans Assistance Commission – Facilities Management
- c) Request Approval of Lease Agreement between the County and the YWCA of McLean County
- d) Request Approval of Lease Agreement between the County and the Regional Office of Education for McLean/DeWitt/Livingston Counties – Facilities Management
- e) Request Approval of Lease Agreement between the County and the G.E.D. Adult Education Literacy Program – Facilities Management

F. Chairman’s Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

PLEASANT HILLS CEMETERY ASSOCIATION

Mr. James Morrison
502 E. South St.
Lexington, IL 61753
(Six-year term to expire on November 1, 2012)

2) APPOINTMENTS:

McLEAN COUNTY BOARD OF HEALTH

Ms. Jane Turley
5220 Department of Health Sciences
Illinois State University
522 Felmley Science Annex
Normal, IL
(Three-year term to expire on June 30, 2009)

3) RESIGNATIONS

McLEAN COUNTY BOARD OF HEALTH

Ms. Joanne Maitland
12401 North 750 East Road
Bloomington, IL 61704

G. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution in Recognition of Ms. P.A. "Sue" Berglund

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on October 3, 2006, for a letting held on September 27, 2006 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on October 3, 2006,

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

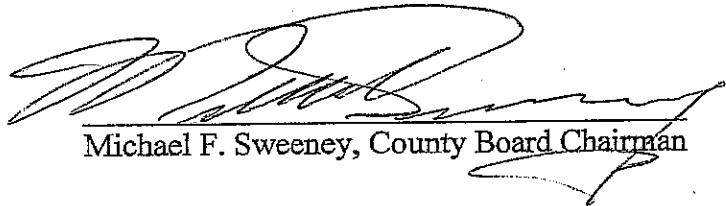
2001 Dodge Ram Extended Cab ½-Ton Short Bed

Sold to Terry Whitecotton for the amount of\$ 4,500.00

1991 GMC C2500 ¾-Ton Standard Cab Long Bed

Sold to Todd Harris for the amount of.....\$ 450.00

Approved by the County Board on October 17, 2006

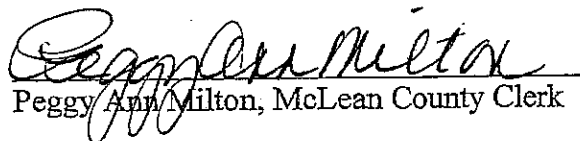

Michael F. Sweeney, County Board Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on October 17, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 17th day of October A.D., 2006.

[SEAL]


Peggy Ann Milton, McLean County Clerk

**2006 McLean County Highway Department
Surplus Equipment Sale Results**

Asset #095591	2001 Dodge Ram Extended Cab ½-Ton Short Bed	
	4 Bidders Present	
	Successful bidder was	
	Terry Whitecotton, 248 – 2 nd St, PO Box 125, Anchor, IL 61720	
	with a bid of	\$4,500.00
	Recommended minimum bid of \$2000.00 was exceeded	
	Recommend sale of truck to Terry Whitecotton	
	For bid price of	\$4,500.00
Asset #093811	1991 GMC C2500 ¾-Ton Standard Cab Long Bed Pickup	
	4 Bidders Present	
	Successful bidder was	
	Todd Harris, 203 E North St, Colfax, IL 61728	
	with a bid of	\$450.00
	Recommended minimum bid of \$300.00 was exceeded	
	Recommend sale of truck to Todd Harris	
	For bid price of	\$450.00

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Jean Andrew and Diane Johnson in case SU-06-20 on parcels 30-01-100-017 & 018. They are requesting to amend special use case no. 97-20-S that was approved for a public stable and to also allow a dog kennel in the Agriculture District, on property which is part of the NW ¼ of Section 1, Township 22N, Range 4E of the 3rd P.M.; and is located in Empire Township at 28919 E 800 North Road, Ellsworth, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on October 3, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The 42 acre property is partly in grass, partly in trees and partly in crop production. The property has 825 feet of frontage on the south side of 800 North Road, an oil and chip road 18 feet in width. The property is gently sloping and drains to the south.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the A-Agriculture District. The property to the north, west and east is in crop production and single family residences. The property to the south is in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are proposing to expand a public stable that will allow a maximum of 40 horses to be boarded at this facility including their own, rather than the 20 horses that were approved in special use case 97-20-S. The existing facility includes an indoor and an outdoor riding arena. The applicant trains horses and will also provide riding lessons that are tailored to each individual's needs. The applicant also proposes to train hunting dogs to retrieve game for their owners. The applicant will not use this facility to board dogs. This kennel facility will be used to train hunting dogs that will be for sale and for dog owners who would like their dog to be trained for hunting purposes. The applicants are proposing a maximum of 20 dogs to be allowed at this facility including their own.

2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The applicant is proposing to locate the dog training area toward the rear of the 42 acre property which will be over 900 feet to the nearest residence. The surrounding properties that are in crop production will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed use is served by a private well and septic system that has been approved by the County Health Department.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the existing entrance. The applicant has obtained approval for this use from the Dawson Township Road Commissioner.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided there are no more than 40 horses and 20 dogs that are allowed on this parcel, one handicap parking space is installed, and development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to allow a public stable accessory to a single family residence in the Agriculture District, provided the above conditions are met.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Finnigan was absent.

Respectfully submitted this 3rd day of October 2006, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair
Drake Zimmerman
Dave Kinsella
Joe Elble
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of the Randolph, Downs and Bloomington Township Fire Protection Districts in case SU-06-21 which is on part of parcel 28-11-100-001. They are requesting a special use to allow a safety service facility – fire burning training tower – in the Agriculture District on property which is part of the NW ¼ of Sec. 11, Township 22N, Range 2E of the 3rd P.M.; and is located in Randolph Township on the property of the water treatment facility of the Bloomington Normal Water Reclamation District and is immediately south of 700 North Road (County Highway 36) and approximately ½ mile east of 1550 East Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on October 3, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The proposed safety service facility is located on the land on which the Bloomington Normal Water Reclamation District operates a waste water treatment plant. This plant was approved in case 92-43-S. The property has frontage on the south side of 700 North Road (County Highway 36), an asphalt road 22 feet in width. The property is relatively flat and drains to the south and west.

SURROUNDING ZONING AND LAND USES - The property is surrounded by land in the Agriculture District. The property to the north and east is used as a water treatment facility. The land to the south and west is in crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicants are proposing to build a tower that will be used to provide fire training for firefighters in each of their respective fire districts as well as other fire districts when needed. The proposed tower facility is to be located on the Bloomington Normal Water Reclamation District's (BNWRD) property in Randolph Township. The training tower will be located toward the rear of the property. This location is centrally located to serve the three fire districts which will allow the fire personnel to leave the training site to fight fires in their respective areas when necessary, and will not leave any districts unprotected. The applicants have entered into an intergovernmental agreement with BNWRD for the proposed facility.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The proposed training tower will be located over 3000 feet from the nearest residence. The burning of

materials will be limited to straw and wood pallets. Nearby land that is in crop production will continue to be desirable for such. All concerns of BNWRD have been addressed.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land is that is suitable for crop production will continue to be suitable for such.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has 400 feet of frontage on the south side of 700 North Road (County Highway 36).
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance. The County Highway Engineer has approved the existing entrance for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The proposed training facility in the rural Agriculture District is more desirable than a more densely populated area. The intent of the Agriculture District is to "provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided development shall follow the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to allow a safety service facility – fire burning training tower – in the Agriculture District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Finnigan was absent.

Respectfully submitted this 3rd day of October 2006, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Drake Zimmerman
Dave Kinsella
Joe Elble
Jerry Hoffman
Michael Kuritz

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of James G. Stewart in case ZA-06-08, parcel no. 21-18-100-016. He is requesting a map amendment to change the zoning classifications from A-Agriculture District to C-Commercial District on property which is part of the NW ¼ of Sec. 18, Township 23N, Range 2E of the 3rd P.M. and is located in Bloomington Township immediately west of Oakland Avenue and approximately 350 feet south of Six Points Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on October 3, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The .91 acre property slopes to the west. The property is currently in grass and trees. The property has 100 feet of frontage on the west side of Oakland Avenue an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The property to the north and east is in the Commercial District. The land to the south and west is in the Agriculture District. The land to the north is used as a contractor office and shop. The land to the east is used as a commercial business. The property to the south is used as a single family residence. The land to the west is used as a single family residence and crop production.

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

STANDARDS FOR RECOMMENDING:

1. **The proposed amendment is compatible with appropriate uses, appropriate zoning classifications in the area and appropriate trends of development in the general area, giving due consideration to dominant uses.** This standard is met. The properties to the north and east are zoned commercial and have commercial uses on them. The Commercial District requires a 20 foot buffer and screen to be provided along any interior rear or interior side lot line when such lot line is adjacent to a residential district or with any lot line adjacent to a lot containing a dwelling as a principle use. The applicant owns and operates the contracting office and shop that is located directly to the north of the subject site. If approved the applicant would expand his operation to the subject site.
2. **The proposed zoning classifications are appropriate as it relates to the physical characteristics of the subject property, giving due consideration to the uses permitted in both the existing and the proposed zoning classifications.** This standard is met. The topography and dimensions of the property are suited for uses permitted in both the Agriculture and Commercial Districts. However the property is more suited for commercial development due to the location of the commercial district to the north and east of the subject property.

3. **Adequate and safe accessibility to the subject property from a public road is available or can be reasonably supplied, giving due consideration to uses permitted in the proposed zoning classification.** This standard is met. The property has 100 feet of frontage on the west side of Oakland Avenue. The subject site will be combined with adjacent property to the north and will not require any new entrances.
4. **Adequate public roads connected to the arterial highway system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.** This standard is met. This property has frontage on Oakland Avenue is a collector road which connects directly to Six Points Road. Six Points Road is a collector road which turns into a minor arterial road approximately a mile east of the intersection of Oakland Avenue and Six Points Road as indicated in Figure 8-1 of the McLean County Comprehensive Plan.
5. **The proposed amendment is consistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the C-Commercial District will not have a substantial detrimental effect on the drainage patterns in the area.** This standard is met. The property is sloping and not located within the 100 year flood hazard area.
6. **Adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the C-Commercial District.** This standard is met. The Bloomington Township Fire District will provide fire protection for the subject property. The subject property will be attached to the property to the north which is served by a private well and septic system that has been approved by the County Health Department.
- 7.) **The proposed amendment is consistent with the public interest, giving due consideration to the purpose and intent of this ordinance.** This standard is met.

After considering all the evidence and testimony presented, this board finds that the proposed map amendment requested meets all the standards for recommending granting as found in Section 207.6 (Standards for Map Amendments) of the McLean County Zoning Ordinance and that such request is in the public interest.

Therefore, the Zoning Board of Appeals hereby recommends approval of the request to change the zoning district classification of the property described above from A-Agriculture District to a classification of C-Commercial District

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Finnigan was absent.

Respectfully submitted this 3rd day of October 2006, McLean County Zoning Board of Appeals

Sally Rudolph

Chair

Sally Rudolph, Chair

Drake Zimmerman

Dave Kinsella

Joe Elble

Jerry Hoffman

Michael Kuritz

ORDINANCE AMENDING THE ZONING DISTRICT MAP
OF THE McLEAN COUNTY ZONING ORDINANCE

WHEREAS, an application has been made for an amendment to the McLean County Zoning District Map requesting that the zoning district classification be changed from its present classification of A-Agriculture District to a classification of C-Commercial District on property which is part of the NW ¼ of Sec. 18, Township 23N, Range 2E of the 3rd P.M. and is located in Bloomington Township immediately west of Oakland Avenue and approximately 350 feet south of Six Points Road.

WHEREAS, the McLean County Zoning Board of Appeals held a public hearing on said application under Case No. ZA-06-08 according to law; and

WHEREAS, the McLean County Board has found that the proposed amendment meets all the standards set forth in Article 2 Section 207 (Standards for Map Amendments) of the McLean County Zoning Ordinance; and

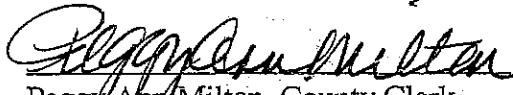
WHEREAS, the proposed amendment is in the public interest and is consistent with the purpose and intent of the McLean County Zoning Ordinance; now, therefore,

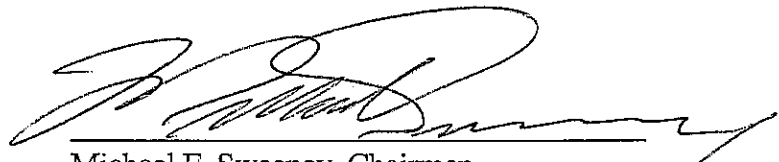
BE IT ORDAINED that the McLean County Zoning District Map be and hereby is amended to change the zoning classification of the aforescribed real estate from a classification of A-Agriculture District to a classification of C-Commercial District.

Adopted by the County Board of McLean County, Illinois this 17th day of October 2006

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

McLean County Department of Building and Zoning

SUBDIVISION STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

CASE NUMBER S-06-22

1. REFERENCE

- a. Meeting date: September 28, 2006
- b. Subdivider's name: James Kelley and Mary Lehman
- c. Subdivision name: Holder Rail Subdivision

2. LOCATION AND, LAND USE AND REQUEST:

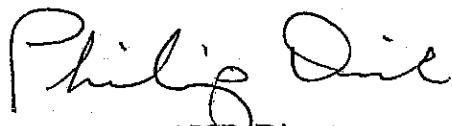
- a. Property location: Immediately north of the Norfolk and Southern Railroad right-of-way near Holder and is located ¼ mile west of 2400 E Road
- b. Township: Old Town Township
- c. Parcel Number: Part of 22-13-100-003 & part of 22-13-251-005
- d. Existing zoning: Agriculture District
- e. Applicant request: A waivers of preliminary plan requirements, lot area, lot width and road frontage and approval of a one lot final subdivision plat for the Holder Rail Subdivision – the lot is unique in that it will be used as a railroad siding along the Norfolk & Southern RR tracks
- f. Existing land use: Vacant

3. DIMENSIONS & REVIEW:

- a. Size of Parcel: .87 acres in area. The property is 15 feet by 2,532 feet and is intended to be used as a railroad siding for the FS grain elevator in Holder.
- b. County Health Department: Recommends approval of the proposed subdivision plat.
- c. County Highway Department: Highway Department Staff recommends approval of the waivers and the final plat of the Holder Rail Subdivision.

Staff recommends approval of a one lot final subdivision plat for the Holder Rail Subdivision with waivers of preliminary plan requirements, lot area, lot width and road frontage.

Respectfully submitted,



Philip Dick, AICP, Director

ORDINANCE OF APPROVAL
OF FINAL PLAT
Holder Rail Subdivision, File S-06-22

WHEREAS, James Kelley and Mary Lehman have requested waivers from preliminary plan requirements, lot area, lot width and road frontage and have requested approval of a final plat for the Holder Rail Subdivision, file number S-06-22, and have executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, James Kelley and Mary Lehman have subdivided one lot from their properties which they plan to convey to Evergreen FS to be used as a railroad siding accessory to their grain elevator in the Unincorporated Town of Holder; and

WHEREAS, staff recommends that the requested waivers are appropriate for the proposed subdivision; and

WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waivers and final plat and finds that they meet the said subdivision regulations; and


WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waivers and final plat for the said subdivision; now, therefore,

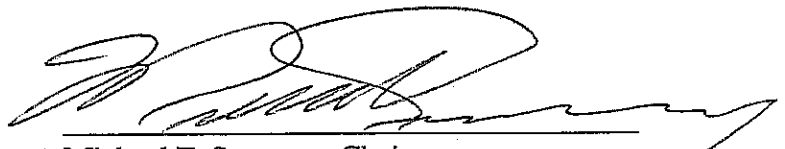
BE IT ORDAINED that the waivers from preliminary plan requirements, lot area, lot width and road frontage and the final plat for the Holder Rail Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 17th day of October 2006

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2006
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND


WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

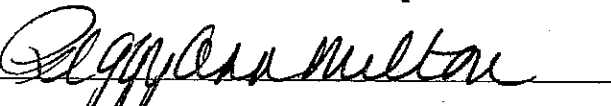
DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Justice Committee					
	FUND 0001 DEPARTMENT 0022 COURT SERVICES				
	PGM 0024 COURT SERVICES				
0832 0001 PUR.FURNISHINGS/OFF.EQUIP.		5,434.00		0621 0001 NON-MAJOR EQUIPMENT	5,434.00-
		5,434.00			5,434.00-
		=====			=====
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES				
	PGM 0047 DATA PROCESSING				
0620 0002 COMPUTER HARDWARE-DP ONLY		10,000.00		0833 0002 PURCHASE/COMPUTER EQUIP.	10,000.00-
		10,000.00			10,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 17TH DAY OF OCTOBER , 2006



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

October 12, 2006

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

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the request received from the McLean County Sheriff's Department to award the chemical bid for laundry and dish machines to ECOLAB Inc., 370 Wabasha Street, North, St. Paul, Minnesota. ECOLAB Inc. submitted the low bid meeting specifications.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Slan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

Chemical Quotes for 2007

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION METERAL 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 Lineaway	YES	NO 100% Parts for Dispensing System	1 gallon	YES
Third Sink Sanitizer	4/1 gal. case \$49.70 Ster Bac 11023 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 1st day of January 2007 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.

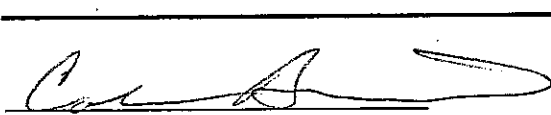
This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

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

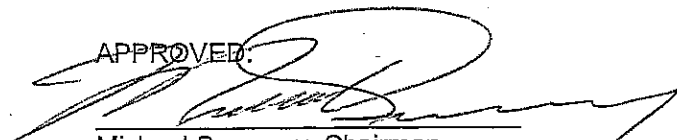
This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

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 17th day of October 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



MAINTENANCE AGREEMENT ADDENDUM

Identix, Incorporated
 5600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888
 TIN #: 94-2842495

Equipment Information				
Number	Part	Manufacturer	Contract Reference	System
1000000000	1000000000	1000000000	1000000000	1000000000

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: _____
 NAME: Cindi Johnson
 TITLE: Contracts Administrator
 DATE: June 15, 2006

P.O. #: _____
 BY: _____
 NAME: _____
 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

Number	Date	Version	Contract/Agreement	System
	11/15/06	1.0		

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

1
 1
 1
 3
 3
 COVERS 2/1/07
 to 1/31/08

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

EFFECTIVE START DATE: 02/01/2007 END

PRICE: "Please choose coverage": (Sales Tax additional - 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: _____
 NAME: Cindi Johnson
 TITLE: Contracts Administrator
 DATE: June 15, 2006

P.O. #: _____
 BY: _____
 NAME: _____
 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:

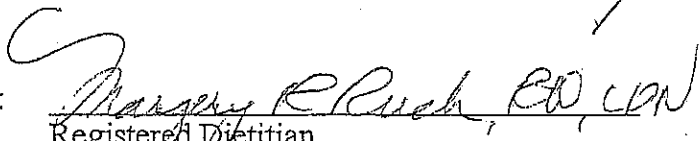
1. Review Seasonal cycle menu system for regular and therapeutic diets providing three (3) meals per day and evening nourishments which will meet recommended daily allowances by the Food and Nutrition Board of the National Research Council and by the Illinois State Board of Correctional Services.
2. 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:  DATE: 10-17-06
Chairman, McLean County Board

BY:  DATE: _____
Registered Dietitian



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**

Margery R Ruch Registered Dietitian (RD)
Signature
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.idpr.com **32417899**

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

Children's Advocacy Center

as Tenant,

for

Office Space Located on the 5th Floor of
200 West Front Street, Bloomington, Illinois

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Children's Advocacy Center (hereinafter "CAC"), as Tenant, desire to continue a lease agreement for 8,027 s.f. of office space located on the fifth floor of the 200 W. Front Street Building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on **January 1, 2007**, and terminate on **December 31, 2007**.
2. **Tenant's Use and Operation.** CAC shall use the aforementioned leased premises only for the purposes of its general business office. CAC shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CAC shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.
3. **Utilities.** CAC agrees to pay COUNTY its proportionate share of all utilities and maintenance expenses for the leased premises, to be billed to CAC by COUNTY on a monthly basis, for electricity, natural gas, water, trash removal, elevator maintenance contract fees, alarm monitoring fees, labor for maintenance expenses, and any supplies costs or materials costs as may be requested from time to time by CAC. CAC shall be responsible for its own telephone and data expenses. Payment to COUNTY by CAC for monthly invoices is due and payable upon receipt by CAC.
4. **Building Common Areas.** CAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CAC employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all

general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CAC or its Board, employees or clients. CAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. CAC shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CAC. CAC shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CAC. Such bills shall be payable within 30 days of receipt of repair invoice by CAC.

6. **Parking.** COUNTY shall provide no parking stalls for CAC, and further, CAC agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.
7. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CAC at the expiration of this agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CAC or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** CAC agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way

connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CAC shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CAC against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CAC shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CAC in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CAC business. CAC's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CAC is given written request for same. COUNTY shall invoice CAC without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CAC shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CAC in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CAC shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the initial term of this agreement. CAC shall furnish COUNTY additional certificates of CAC's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

9. Conduct. CAC shall not cause or permit any conduct of employees or clients of CAC to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
10. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CAC without the prior express written approval of COUNTY.
11. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, if applicable, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. Access to the Premises. COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CAC.

13. Hazardous Material.

a. Prohibition. CAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. Disclosure, Remediation, Liability, and Indemnification. CAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CAC, its agents, employees, invitees, clients, or licensees, or by the negligence of CAC, its agents, employees, invitees, clients, or licensees,

- (i) CAC shall immediately notify COUNTY of the event;
- (ii) CAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) CAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CAC expressly covenants and agrees that the duties, obligations, and liabilities of CAC under the preceding section 13(a) and 13(b) shall survive the termination of this lease, and are binding upon CAC and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CAC shall have any right in or to any award made to the other by the condemning authority.
15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CAC shall have the right to terminate this agreement, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CAC shall be appointed by reason of CAC's insolvency or inability to pay its debts, or if any assignment shall be made of CAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CAC hereunder, by giving CAC notice in writing of the election of COUNTY to so terminate.

17. **Assignment and Subletting.** CAC shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
18. **Default.** If CAC shall fail to make any payment of any invoice due to COUNTY hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CAC shall abandon or vacate the premises during the term of this lease, or if CAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
- a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CAC during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CAC to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CAC's right of possession and repossess the leased premises without demand or notice of any kind to CAC, in which case COUNTY may relet all or any part of the leased premises. CAC shall be responsible for all costs of reletting. CAC shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.
 - c. Have specific performance of CAC's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.
19. **Termination; Surrender of Possession.**
- a. Upon the expiration or termination of this lease, or any extension thereof, CAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph seven (8) of this lease, ordinary wear and tear excepted, remove all of its personal property

and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

(ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at CAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CAC's business and repair any damages caused by such removal.

b. If CAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CAC or to any other person. The failure of CAC to remove any property from the leased premises shall forever bar CAC from bringing any action or asserting any liability against COUNTY with respect to such property.

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CAC.

21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CAC:

Executive Director
Children's Advocacy Center
200 W. Front Street, 5th Floor
Bloomington, Illinois 61701

22. Agency. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of utilities and maintenance reimbursement, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. Partial Invalidity. If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
24. Holding Over. Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rates herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
25. Successors. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

- 26. Right to Terminate. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 21, page eight of this agreement pertaining to all notices.

- 27. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

Children's Advocacy Center

COUNTY OF McLEAN

By: _____
Executive Director

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

ATTEST:

By: _____

By: _____
Peggy Ann Milton, Clerk of
the McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

Veterans Assistance Commission

As Tenant,

For

**Office Space Located on the Fourth Floor of
200 West Front Street, Bloomington, Illinois**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and Veterans Assistance Commission, (hereinafter referred to as "VAC"), as tenant, desire to enter into a lease agreement for 1,865 s.f. of office space located on the fourth floor of the McLean County Health Department, 200 West Front Street, Bloomington, Illinois, (hereinafter referred to as "BUILDING"); and

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed by the parties that this lease agreement consists exclusively as to the following:

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminates on December 31, 2007.
2. **Rent.**
 - a. Rent shall be \$4,851.28 to be paid by VAC in one annual payment to the McLean County Treasurer on the first day of the month following the receipt of revenue from the second installment of Property Tax bills.
 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
Bloomington, Illinois 61702-2400**

3. **Tenant's Use and Operation.** VAC shall use the aforementioned leased premises only for the purposes of its general business office. VAC shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. VAC shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
4. **Building Common Areas.** VAC shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of VAC employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the

cost of repairs and maintenance caused by intentional acts or negligence of VAC employees, agents, or clients. VAC shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. VAC shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. VAC shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

6. **Parking.** COUNTY shall provide no parking for VAC.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by VAC without the prior express written approval of COUNTY. All alterations, additions, improvement, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of VAC displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to VAC certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by VAC at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvement, or fixtures to the leased premises by VAC that VAC may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. VAC shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Conduct.** VAC shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
9. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by VAC without the prior express written approval of COUNTY.
10. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that

this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

11. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

12. **Hazardous Material.**

- a. **Prohibition.** VAC expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

- b. **Disclosure, Remediation, Liability, and Indemnification.** VAC expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of VAC, its agents, employees, invitees, clients, or licensees,
 - (i) VAC shall immediately notify COUNTY of the event;
 - (ii) VAC shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) VAC shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) VAC shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) VAC shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

13. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit VAC to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of VAC shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of VAC, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or VAC to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor VAC shall have any right in or to any award made to the other by the condemning authority.

14. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by VAC in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or VAC shall have the right to terminate this lease, or any extensions thereof.

15. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if VAC shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of VAC shall be appointed by reason of VAC's insolvency or inability to pay its debts, or if any assignment shall be made of VAC's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of VAC hereunder, by giving VAC notice in writing of the election of COUNTY to so terminate.

16. **Assignment and Subletting.** VAC shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

17. **Default.** If VAC shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which VAC is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if VAC shall abandon or vacate the premises during the term of this lease, or if VAC shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to VAC have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by VAC during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by VAC to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate VAC's right of possession and repossess the leased premises without demand or notice of any kind to VAC, in which case COUNTY may relet all or any part of the leased premises. VAC shall be responsible for all costs of reletting. VAC shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of VAC's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

18. **Termination; Surrender of Possession.**

- a. Upon the expiration or termination of this lease, or any extension thereof, VAC shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (7) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at VAC's cost and expense, remove from the property all signs, symbols and trademarks pertaining to VAC's business and repair any damages caused by such removal; and

b. If VAC shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of VAC left upon the leased premises in any manner that COUNTY shall choose without incurring liability to VAC or to any other person. The failure of VAC to remove any property from the leased premises shall forever bar VAC from bringing any action or asserting any liability against COUNTY with respect to such property.

19. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of VAC requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by VAC.

20. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to VAC:

Executive Director
Veterans Assistance Commission
200 West Front Street, 4th Floor
Bloomington, Illinois 61701

21. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
22. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
23. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
24. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of VAC unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
25. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 20, page six (6) of this lease pertaining to all notices.
26. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

**VETERANS ASSISTANCE
COMMISSION**

By: _____

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk of the McLean County Board

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LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

YWCA OF McLEAN COUNTY

As Tenant,

For

**Office Space Located on the First Floor of
905 N. Main Street, Normal, Illinois**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and YWCA of McLean County, (hereinafter referred to as "YWCA"), as tenant, desire to continue a lease agreement for office space consisting of 1,198 s.f. located on the first floor of the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as 'BUILDING'); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminate on December 31, 2007.

2. **Rent.**
 - a. YWCA agrees to pay COUNTY \$8,374.53 for the term of this lease agreement, payable in twelve equal monthly installments of \$697.88 representing the YWCA's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, the YWCA agrees to pay COUNTY a monthly rental payment of \$262.07 which includes \$50.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by YWCA shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

 - b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;

 - b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and YWCA agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

4. **Tenant's Use and Operation.** YWCA shall use the aforementioned leased premises only for the purposes of its general business office. YWCA shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. YWCA shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
5. **Building Common Areas.** YWCA shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of YWCA employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of YWCA employees, agents, or clients. YWCA shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. YWCA shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. YWCA shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
7. **Parking.** YWCA is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, YWCA agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that YWCA agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by YWCA without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of YWCA displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to YWCA certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by YWCA at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by YWCA that YWCA may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. YWCA shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**

a. **Covenants to Hold Harmless.** YWCA agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. YWCA shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting YWCA against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** YWCA shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by YWCA in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from YWCA business. YWCA's share of the annual

insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after YWCA is given written request for same. COUNTY shall bill YWCA without notice or negotiation for any rate increase.

- d. **Obligation to Carry Public Liability Insurance.** YWCA shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by YWCA in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. YWCA shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. YWCA shall furnish COUNTY additional certificates of YWCA's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
10. **Conduct.** YWCA shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by YWCA without the prior express written approval of COUNTY.
12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and

stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**

- a. **Prohibition.** YWCA expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.
- b. **Disclosure, Remediation, Liability, and Indemnification.** YWCA expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of YWCA, its agents, employees, invitees, clients, or licensees,
 - (i) YWCA shall immediately notify COUNTY of the event;
 - (ii) YWCA shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
 - (iii) YWCA shall remediate and clean up the leased premises to COUNTY's satisfaction;
 - (iv) YWCA shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) YWCA shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** YWCA expressly covenants and agrees that the duties, obligations, and liabilities of YWCA under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon YWCA and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit YWCA to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of YWCA shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of YWCA, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or YWCA to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor YWCA shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by YWCA in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or YWCA shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if YWCA shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of YWCA shall be appointed by reason of YWCA's insolvency or

inability to pay its debts, or if any assignment shall be made of YWCA's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of YWCA hereunder, by giving YWCA notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** YWCA shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If YWCA shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which YWCA is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if YWCA shall abandon or vacate the premises during the term of this lease, or if YWCA shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to YWCA have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by YWCA during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by YWCA to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate YWCA's right of possession and repossess the leased premises without demand or notice of any kind to YWCA, in which case COUNTY may relet all or any part of the leased premises. YWCA shall be responsible for all costs of reletting. YWCA shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of YWCA's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**
 - a. Upon the expiration or termination of this lease, or any extension thereof, YWCA shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
- (ii) Surrender possession of the leased premises to COUNTY; and
- (iii) Upon the request of COUNTY, at YWCA's cost and expense, remove from the property all signs, symbols and trademarks pertaining to YWCA's business and repair any damages caused by such removal; and

b. If YWCA shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of YWCA left upon the leased premises in any manner that COUNTY shall choose without incurring liability to YWCA or to any other person. The failure of YWCA to remove any property from the leased premises shall forever bar YWCA from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of YWCA requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by YWCA.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to YWCA:

Executive Director
YWCA of McLean County
905 N. Main Street, 1st Floor
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of YWCA unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

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27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

YWCA of McLEAN COUNTY

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

YWCA07.Doc

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

**Regional Office of Education for McLean/
DeWitt/Livingston Counties**

As Tenant,

For

**Office Space Located in
905 N. Main Street, Normal, Illinois**

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the Regional Office of Education for McLean/DeWitt, and Livingston Counties, (hereinafter referred to as "ROE"), as tenant, desire to continue a lease agreement for office space consisting of 5,224 s.f. located on the first floor and 5,541 s.f. of office space located on the second floor or a total of 10,765 s.f. of office space in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"), in accordance with Illinois Compiled Statutes 105 ILCS 5/4-2 requiring COUNTY, as the host County, to provide office space for ROE; and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminate on December 31, 2007.

2. **Rent.**
 - a. ROE shall be provided 6,860 s.f., or 64% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$42,701.86. The McLean County Auditor's Office shall calculate and present to ROE a monthly statement for the payment of this expense by ROE representing ROE's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts. Furthermore, ROE agrees to pay COUNTY a monthly rent payment of \$200.00 per month to the Capital Improvement Replacement Fund for BUILDING.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Capital Improvement Fund.** All monies paid into this FUND by ROE shall be reserved by COUNTY to pay for major capital improvement replacement expenses for BUILDING. A major capital improvement replacement expense shall be defined as follows:
 - a. Additions and/or renovations to BUILDING and the adjacent property;

- b. Capital equipment purchases for mechanical, electrical, and HVAC equipment servicing BUILDING;
- b. Capital equipment and fixtures purchases for BUILDING with a depreciated life expectancy greater than seven (7) years.

In the event COUNTY determines that a major capital improvement replacement expense is necessary and the capital improvement replacement fund is not sufficient to fully fund 100% of the expense, COUNTY agrees to pay for the major capital improvement replacement expense from other COUNTY sources. COUNTY and ROE agree that COUNTY shall then be reimbursed for this expense over time from the funds on deposit in the capital improvement replacement fund.

- 4. **Tenant's Use and Operation.** ROE shall use the aforementioned leased premises only for the purposes of its general business office. ROE shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. ROE shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.
- 5. **Building Common Areas.** ROE shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of ROE employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.
- 6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of ROE employees, agents, or clients. ROE shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. ROE shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. ROE shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.

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7. **Parking.** ROE is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, ROE agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that ROE agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.

8. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by ROE without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of ROE displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to ROE certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by ROE at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by ROE that ROE may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. ROE shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.

9. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** ROE agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

 - b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. ROE shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting ROE against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. **Added Risk.** ROE shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by ROE in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from ROE business. ROE's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after ROE is given written request for same. COUNTY shall bill ROE without notice or negotiation for any rate increase.

d. **Obligation to Carry Public Liability Insurance.** ROE shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by ROE in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. ROE shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. ROE shall furnish COUNTY additional certificates of ROE's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. **Conduct.** ROE shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.

11. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by ROE without the prior express written approval of COUNTY.

12. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.

14. **Hazardous Material.**
 - a. **Prohibition.** ROE expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

 - b. **Disclosure, Remediation, Liability, and Indemnification.** ROE expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of ROE, its agents, employees, invitees, clients, or licensees,
 - (i) ROE shall immediately notify COUNTY of the event;

 - (ii) ROE shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;

 - (iii) ROE shall remediate and clean up the leased premises to COUNTY's satisfaction;

- (iv) ROE shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
 - (v) ROE shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.
- c. **Survival.** ROE expressly covenants and agrees that the duties, obligations, and liabilities of ROE under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon ROE and its successors and assigns.
15. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit ROE to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of ROE shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of ROE, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or ROE to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor ROE shall have any right in or to any award made to the other by the condemning authority.
16. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by ROE in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or ROE shall have the right to terminate this lease, or any extensions thereof.
17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if ROE shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of ROE shall be appointed by reason of ROE's insolvency or

inability to pay its debts, or if any assignment shall be made of ROE's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of ROE hereunder, by giving ROE notice in writing of the election of COUNTY to so terminate.

18. **Assignment and Subletting.** ROE shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.

19. **Default.** If ROE shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which ROE is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if ROE shall abandon or vacate the premises during the term of this lease, or if ROE shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to ROE have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by ROE during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by ROE to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate ROE's right of possession and repossess the leased premises without demand or notice of any kind to ROE, in which case COUNTY may relet all or any part of the leased premises, ROE shall be responsible for all costs of reletting. ROE shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
 - c. Have specific performance of ROE's obligations.
 - d. Cure the default and recover the cost of curing the same being on demand.

20. **Termination; Surrender of Possession.**
 - a. Upon the expiration or termination of this lease, or any extension thereof, ROE shall:

- (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at ROE's cost and expense, remove from the property all signs, symbols and trademarks pertaining to ROE's business and repair any damages caused by such removal; and
- b. If ROE shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of ROE left upon the leased premises in any manner that COUNTY shall choose without incurring liability to ROE or to any other person. The failure of ROE to remove any property from the leased premises shall forever bar ROE from bringing any action or asserting any liability against COUNTY with respect to such property.

21. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of ROE requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by ROE.

22. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to ROE:

Superintendent
Regional Office of Education for McLean/DeWitt/Livingston Counties
905 N. Main Street
Normal, Illinois 61761

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of ROE unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
28. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

REGIONAL OFFICE OF EDUCATION
FOR McLEAN/DeWITT/LIVINGSTON
COUNTIES

COUNTY OF McLEAN

By: _____

By: _____
Chairman, McLean County Board

ATTEST:

By: _____

By: _____
Clerk, McLean County Board

LEASE AGREEMENT

Between

The County of McLean

As Landlord

And

G.E.D. Adult Education Literacy Program

As Tenant,

For

Office Space Located in
905 N. Main Street, Normal, Illinois

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Approval Signatures	9

Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter referred to as "COUNTY"), as landlord, and the G.E.D. Adult Education Literacy Program (hereinafter referred to as "GED"), as tenant, desire to continue a lease agreement for office space consisting of 3,905 s.f of office space located in the Fairview Building, 905 N. Main Street, Normal, Illinois, (hereinafter referred to as "BUILDING"); and,

WHEREAS, this lease agreement expressly sets forth the rights and duties of each party, NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of the lease agreement shall commence on January 1, 2007, and terminate on December 31, 2007.

2. **Rent.**
 - a. GED shall be provided 3,905 s.f., or 36% (percent) of the 10,765 s.f. amount for an annual maintenance and operating expense of \$24,307.66. The McLean County Auditor's Office shall calculate and present to GED a monthly statement for the payment of this expense by GED representing GED's proportionate share of all utilities, (including electric, gas, water, and trash removal), maintenance, cleaning supplies, and maintenance equipment service contracts.

 - b. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**

 - c. The monthly rent payment during each month of the term of the lease shall be due and payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** GED shall use the aforementioned leased premises only for the purposes of its general business office. GED shall not use the premises for any unlawful, improper, or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation. GED shall, during the term of the lease agreement, continuously use the leased premises for the purposes stated herein.

4. **Building Common Areas.** GED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include adjoining sidewalks, entryway lobby, and lobby atrium areas for the purpose of egress and ingress of GED employees and clients. Such use shall be subject to the rules and regulations, as COUNTY shall from time to time issue.

5. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities Act (as to permanent improvements only) and any other environmental or building safety issues and any state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by intentional acts or negligence of GED employees, agents, or clients. GED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. GED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. GED shall be responsible for their own custodial needs, equipment, and supplies and the replacement cost of ceiling mounted light fixture lamps.
6. **Parking.** GED is permitted use of the adjacent parking lot of BUILDING for its employees and clients, on a first-come, first-served basis. Parking stalls shall not be assigned. Furthermore, GED agrees and understands that other tenants and COUNTY offices also use said parking located at BUILDING, and that GED agrees not to park in the parking lot of the nearby McLean County Nursing Home nor the McLean County Juvenile Detention Center.
7. **Alterations.** No alterations, additions, or improvements shall be made in or to the leased premises by GED without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls, or ceiling, with the exception of GED displays and trade fixtures, shall be the property of COUNTY and at the termination of this lease shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to GED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by GED at the expiration of this lease agreement. The parties hereto may also agree in writing, prior to the installation or construction of any alterations, improvements, or fixtures to the leased premises by GED that GED may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. GED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alterations.
8. **Insurance and Indemnity.**
 - a. **Covenants to Hold Harmless.** GED agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or

property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

- b. **Fire and Casualty Insurance.** COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. GED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting GED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.
- c. **Added Risk.** GED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by GED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from GED business. GED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after GED is given written request for same. COUNTY shall bill GED without notice or negotiation for any rate increase.
- d. **Obligation to Carry Public Liability Insurance.** GED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by GED in the leased premises, and in which the limits of liability shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. GED shall furnish COUNTY a Certificate of Insurance of evidence of insurance that such insurance is in force at all times during the term of the lease. GED shall furnish COUNTY additional certificates of GED's insurance within twenty (20) days of receipt of a written request from COUNTY for such certificate.

Insurance shall be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

- e. **Waiver of Subrogation Rights Under Insurance Policies.** Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.
9. **Conduct.** GED shall not cause or permit any conduct to take place within the leased premises which in any way disturbs or annoys other tenants or occupants of BUILDING, or adjacent buildings.
10. **Signs.** No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by GED without the prior express written approval of COUNTY.
11. **Estoppel.** Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the number of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.
12. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, or alternations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants.
13. **Hazardous Material.**
- a. **Prohibition.** GED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited

by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Comprehensive and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of the state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** GED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises, its agents, employees, invitees, clients, or licensees, or by the negligence of GED, its agents, employees, invitees, clients, or licensees,

- (i) GED shall immediately notify COUNTY of the event;
- (ii) GED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) GED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) GED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and
- (v) GED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. **Survival.** GED expressly covenants and agrees that the duties, obligations, and liabilities of GED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon GED and its successors and assigns.

14. **Condemnation.** In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit GED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of GED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of GED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or GED to recover compensation from the condemning authority for any loss or

damage caused by such condemnation. Neither COUNTY nor GED shall have any right in or to any award made to the other by the condemning authority.

15. **Destruction.** Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by GED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or GED shall have the right to terminate this lease, or any extensions thereof.
16. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if GED shall be adjudicated insolvent pursuant to the provisions of any state or insolvency act, or if a receiver or trustee of the property of GED shall be appointed by reason of GED's insolvency or inability to pay its debts, or if any assignment shall be made of GED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of GED hereunder, by giving GED notice in writing of the election of COUNTY to so terminate.
17. **Assignment and Subletting.** GED shall not assign or in any manner transfer this lease or any estate or interest herein without the express previous consent of COUNTY.
18. **Default.** If GED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which GED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if GED shall abandon or vacate the premises during the term of this lease, or if GED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to GED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

- a. Terminate this lease, or any extension thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by GED during the balance of the term of this lease, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by GED to COUNTY.
- b. Without waiving its right to terminate this lease, or any extensions thereof, terminate GED's right of possession and repossess the leased premises without demand or notice of any kind to GED, in which case COUNTY may relet all or any part of the leased premises. GED shall be responsible for all costs of reletting. GED shall pay COUNTY on demand any deficiency from such reletting of COUNTY's inability to do so.
- c. Have specific performance of GED's obligations.
- d. Cure the default and recover the cost of curing the same being on demand.

19. Termination; Surrender of Possession.

- a. Upon the expiration or termination of this lease, or any extension thereof, GED shall:
 - (i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;
 - (ii) Surrender possession of the leased premises to COUNTY; and
 - (iii) Upon the request of COUNTY, at GED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to GED's business and repair any damages caused by such removal; and
- b. If GED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of GED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to GED or to any other person. The failure of GED to remove any property from the leased premises shall forever bar GED from bringing any action or asserting any liability against COUNTY with respect to such property.

20. **Waiver.** One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant, and the consent or approval by COUNTY to or of any act of GED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by GED.
21. **Notices.** All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
P.O. Box 2400
Bloomington, Illinois 61702-2400

With Copies to:

Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

If to GED:

Superintendent
G.E.D. Adult Literacy Program
905 N. Main Street
Normal, Illinois 61761

22. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any facts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
23. **Partial Invalidity.** If any term or condition of this lease, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the

application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

- 24. **Holding Over.** Any holding over after the expiration of the term thereof with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
- 25. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants, and agreements herein. No rights, however, shall inure to the benefit of any assignee of GED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.
- 26. **Right to Terminate.** Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least one hundred twenty (120) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this lease pertaining to all notices.
- 27. **Non-Affiliation Clause.** No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 28th day of September, 2006.

APPROVED:

G.E.D. ADULT EDUCATION
LITERACY PROGRAM

By: _____

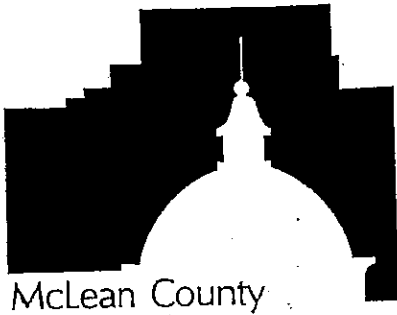
ATTEST:

By: _____

COUNTY OF McLEAN

By: _____
Chairman, McLean County Board

By: _____
Clerk of the McLean County Board



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

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

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

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

Date: September 28, 2006

Subj: Tenant Leases for 2007

Enclosed for your kind review and approval we have attached the 2007 lease renewals for five tenants in our facilities. The revenues associated with these leases have been included in the Recommended 2006 McLean County Budget Proposal. Mr. Eric T. Ruud, First Assistant States Attorney, has reviewed these leases and has determined their consistency with County policies for tenant leases.

We therefore ask your kind approval of the enclosed lease renewals and that this matter be placed on the McLean County Board agenda for review and approval.

If we can answer any questions please contact us at your convenience.

Thank you.

JEM:
Enclosures

Cc: Mr. Eric T. Ruud, First Assistant States Attorney

Tenant Leases Cover.Doc

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF JANE E. TURLEY
AS A MEMBER OF THE
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the expiration of term on June 30, 2006 of Joanne Maitland, as a member of the McLean County Board of Health, it is advisable to consider an appointment or reappointment to this position; and,

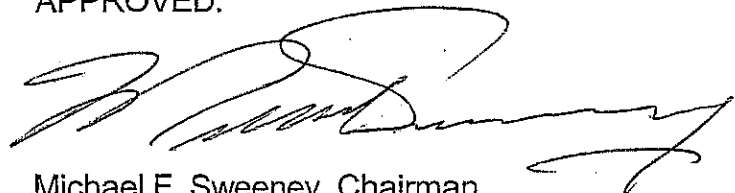
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jane E. Turley, as a member of the McLean County Board of Health for a term of three years to expire on June 30, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Jane E. Turley, the County Clerk, the County Auditor, the County Administrator and the McLean County Health Department.

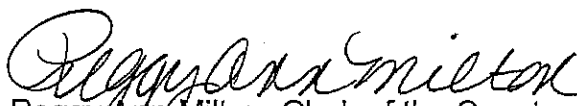
Adopted by the County Board of McLean County, Illinois, this 17th day of October, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

A RESOLUTION OF REAPPOINTMENT OF JAMES MORRISON
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2006, of James Morrison, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment or reappointment to this position; and

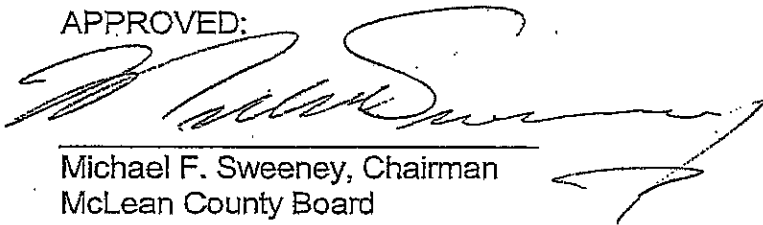
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Morrison as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2012, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of appointment to James Morrison, Tom Shields, Attorney of the Pleasant Hills Cemetery Association, the County Clerk, the County Auditor and the County Administrator.

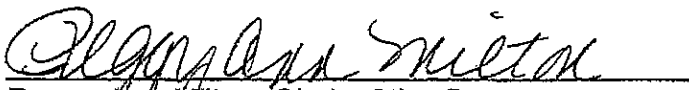
ADOPTED by the County Board of McLean, County, Illinois this 17th day of October, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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

RESOLUTION of the McLEAN COUNTY BOARD
IN RECOGNITION OF
P.A. "SUE" BERGLUND

WHEREAS, P.A. "Sue" Berglund has faithfully served the McLean County Community through her leadership and dedicated service as a member of the McLean County Board, having been first elected to the County Board in 1992 and then re-elected in 1996, 2000, and 2004 to serve the citizens of District #7; and,

WHEREAS, P.A. "Sue" Berglund has served as a member of the following County Board Committees: Executive Committee, Finance Committee, Human Services Committee and the Legislative Committee; and,

WHEREAS, P.A. "Sue" Berglund has served the McLean County Board and the McLean County Community through her leadership as Vice Chairman of the Finance Committee, and, in this position, she exercised her leadership role on issues of critical importance to McLean County Government, including promoting Public Health issues; and,

WHEREAS, P.A. "Sue" Berglund has served the McLean County Board and the McLean County Community as Chairman of the Human Services Committee where she has exercised oversight responsibility of the McLean County Health Department and the McLean County Nursing Home; and,

WHEREAS, P.A. "Sue" Berglund has served the McLean County Board and the McLean County Community as Chairman of the Legislative Committee where she has exercised her leadership role on State and Federal legislative issues of critical importance to McLean County Government; and,

WHEREAS, P.A. "Sue" Berglund has served the McLean County Board and the McLean County Community as Chairman of the McLean County Board of Health and as a member of the Board of Health since 1993; and,

WHEREAS, P.A. "Sue" Berglund has served the McLean County Board and the McLean County Community by her service as a member of the Bloomington-Normal/McLean County Economic Development Council, the McLean County Cooperative Extension Advisory Council, and the Regional Office of Education Joint Education Advisory Committee; and,

WHEREAS, P.A. "Sue" Berglund has generously offered her time in the service of McLean County and the McLean County Board and, in so doing, P.A. "Sue" Berglund has improved the quality of life for all the citizens of McLean County; and,

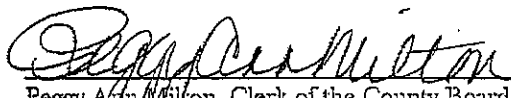
WHEREAS, it is fitting and appropriate for the McLean County Board to recognize the accomplishments, dedicated service, and contributions of P.A. "Sue" Berglund to the McLean County Community; now, therefore,

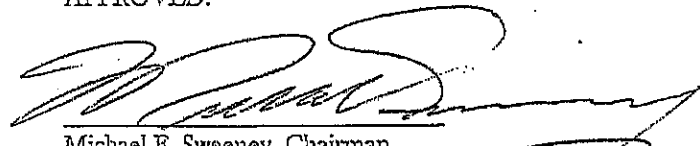
BE IT RESOLVED by the McLean County Board, now meeting in regular session on this the 17th day of October, 2006, that the McLean County Board expresses its sincere appreciation to P.A. "Sue" Berglund for her contributions to issues of community interest and wishes her well in her future endeavors.

ADOPTED by the McLean County Board this 17th day of October, 2006.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Member Rackauskas called Sue Berglund to the podium. She then read the Resolution of Congratulations for P. A. "Sue" Berglund. Sue Berglund stated the following: thank you very much. It has been a joy and a delight knowing all of you and serving with you. It amazes me that 13, almost 14 years ago I was first elected. I love the County Board and County Government. You have given me the opportunity to serve the citizens Nationally with NACO and for that I thank you very much. I have met so many wonderful people and I hope that someone else besides Ben takes that up. We need to know what's going on and it is so important that we all hang together. Thank you all very much.

EXECUTIVE COMMITTEE:

Member Sorensen, Vice-Chairman, asked Chairman Sweeney to present the following:

John A. Butler, CPA

211 Mays Drive
Bloomington, IL 61701
309-663-8191 (H)
309-661-0302 (O)

Objective

To secure appointment to the McLean County Board to complete the term of Sue Berglund

Experience

2000 - Present Chesser Financial Bloomington, IL

Registered Representative

- Started financial services business in Bloomington/Normal
- Increased business activity and profitability every year

1998 - 2000 Advance Trading, Inc. Bloomington, IL

Chief Financial / Compliance Officer

- Coordinated transition to internet order entry
- Promoted farmer marketing program in several states
- Charged with oversight of all compliance issues

1993 - 1997 Mervis Industries, Inc. Danville, IL

Comptroller

- Responsible for the financial reporting of six private companies
- Assisted in the system conversion to a new accounting program
- Supervised office staff of seven people

1973 - 1992 Jewell Grain Company, Inc. Streator/Danville, IL

Owner / Manager

- Expanded operations to include four country grain elevators
- Acted as general contractor for numerous expansion projects
- Increased trade area as elevator capacity grew - storage capacity grew from half million bushels to 2.6 million bushels
- Involved in the selling of above facilities over a five year period and buying Illinois farm land

1971-1973 Tabor Grain Company Lostant, IL

Trainee/ Assistant Manager/ Manager

- Learned the country grain elevator business
- Acquired the ability to maintain and operate worn out equipment
- Moved on to elevator ownership after two harvest seasons

John A. Butler, CPA

211 Mays Drive
Bloomington, IL 61701
309-663-8191 (H)
309-661-0302 (O)

Education

1966 – 1970

Iowa State University

Ames, IA

- B.S., Agricultural Business/Economic Analysis

1991 - 1992

University of Illinois

Champaign, IL

- Course work to qualify for the Certified Public Accounting Test – Passed

Interests

Fellowship of Christian Athletes Board, Assistant Class Administrator for Bloomington Bible Study Fellowship, family time, biking, traveling, home remodeling

Chairman Sweeney stated that he was recommending John Butler be appointed to the County Board. Members Selzer/Harding moved the County Board approve a Request for Approval of Chairman's Recommendation on Appointment to County Board District #7. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Clerk Milton administered the oath of office.

Member Sorensen, Vice-Chairman, presented the following:

A RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE CHAIRMAN'S APPOINTMENTS TO THE
STANDING COMMITTEES, SUBCOMMITTEES AND THE
LIQUOR CONTROL COMMISSION OF THE McLEAN COUNTY BOARD

WHEREAS, on April 17, 2001, the McLean County Board adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, on Monday, December 6, 2004, the McLean County Board approved a Resolution which amended the *Rules of the County Board of McLean County*, as adopted on April 17, 2001, and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board of McLean County*, the Chairman shall appoint the members of all Standing Committees, Subcommittees and the Liquor Control Commission not later than the December Board meeting in each year in which Board elections are held, subject to approval by the members of the Board; and,

WHEREAS, pursuant to Section 5.11-3 of the *Rules of the County Board*, in the case of a vacancy on the Board, the person named to fill the vacancy may also fill any vacancies on standing or special committees, except that such person shall not be designated as Chairman or Vice Chairman thereof; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The following appointments to the Standing Committees of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Executive Committee

Michael F. Sweeney, Chairman
Matt Sorensen, Vice Chairman
B.H. "Duffy" Bass
George Gordon
Diane R. Bostic
Tari Renner
Paul R. Segobiano
Stan Hoselton

Finance Committee

Matt Sorensen, Chairman
Robert Nuckolls
David F. W. Selzer
Duane L. Moss
Benjamin Owens
John A. Butler

Justice Committee

Tari Renner, Chairman
Robert Nuckolls, Vice Chairman
Benjamin Owens
Bette Rackauskas
Sondra "Sonny" O'Connor
Ann Harding

(2)

Property Committee

Diane R. Bostic, Chairman
Dave F. W. Selzer, Vice Chairman
Rick Dean
Cathy Ahart
Ann Harding
Duane L. Moss

Land Use and Development Committee

George Gordon, Chairman
Paul R. Segobiano, Vice Chairman
Don Cavallini
Bette Rackauskas
Cathy Ahart
Terry Baggett

Transportation Committee

B. H. "Duffy" Bass, Chairman
Stan Hoselton, Vice Chairman
Don Cavallini
Rick Dean
Sondra "Sonny" O'Connor
Terry Baggett

(2) The following appointments to the Subcommittees and the Liquor Control Commission of the McLean County Board, as recommended by the Chairman, are hereby approved by the County Board:

Rules Subcommittee

Matt Sorensen, Chairman
George Gordon, Vice Chairman
David F. W. Selzer
Tari Renner

Legislative Subcommittee

Michael F. Sweeney, Chairman
Matt Sorensen, Vice Chairman
George Gordon
Stan Hoselton
Tari Renner
Rick Dean
Benjamin Owens

Liquor Control Commission

Michael F. Sweeney, Chairman
Stan Hoselton, Vice Chairman
Diane R. Bostic
Rick Dean

(3) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

(3)

(4) This Resolution shall become effective immediately upon approval and adoption.

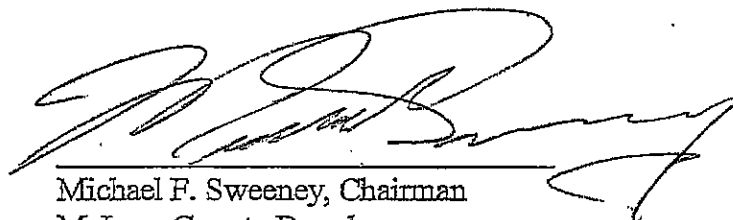
ADOPTED by the McLean County Board this 17th day of October, 2006.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

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Members Sorensen/Cavallini moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Approving the Chairman's Appointments to the Standing Committees, Subcommittees, and the Liquor Control Commission of the McLean County Board. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report and Minutes from other meetings may be found on pages 95-114.

LAND USE AND DEVELOPMENT COMMITTEE:

Member Gordon, Chairman, presented the following:

RESOLUTION

DECLARING GIS DAY 2006

WHEREAS, the Director of the McLean County GIS (Geographic Information System) Management Committee is requesting that November 15, 2006 be recognized as GIS Day 2006 in McLean County; and

WHEREAS, the national GIS community has joined to declare the 15th of November, 2006 as GIS Day 2006; and

WHEREAS, an understanding of geographical concepts is crucial to maintain a balance between the wise use of County natural resources, continued economic prosperity, and the general health and well-being of citizens, and how geography has played a defining role in the settlement, history, and cultural heritage of McLean County Illinois; and

WHEREAS, the management, use, and exchange of geographic information are essential for effective decision making by all local agencies involved; and

WHEREAS, GIS technology provides an efficient and effective means for managing geographic information; and

WHEREAS, there has been widespread and rapid technological advances in hardware, software, mapping, and telecommunications related to the GIS Industry; and

WHEREAS, extensive efforts are underway in various public and private agencies and organizations throughout the United States and the world to develop, incorporate, and utilize GIS technology; and

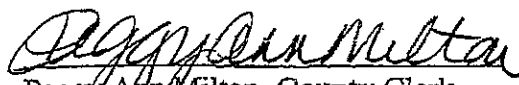
WHEREAS, there is a need to coordinate these efforts to minimize duplication, reduce costs, develop standards, and facilitate sharing and interchange of GIS data, methods and knowledge; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training among various groups to most appropriately and wisely utilize this rapidly developing technology; now therefore

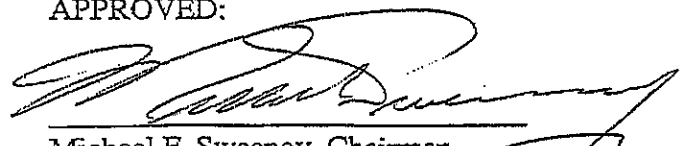
BE IT RESOLVED that the 15th of November, 2006 is declared GIS Day 2006 in McLean County.

Adopted by the County Board of McLean County, Illinois this 17th day of October 2006.

ATTEST:


Peggy Ann Milton, County Clerk
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

Members Gordon/Rackauskas moved the County Board approve a Request for Approval of a Resolution Declaring November 15th as GIS Day 2006. Gordon stated the following: on November 15th there will be an exhibit demonstrating various aspects of GIS and it is open to the public and County Board between the hours of 10:00 and 4:00 p.m. We are hoping to have a media moment with the objective of gathering the Mayor of Bloomington, Mayor of Normal, and Vice-Chairman of the County Board, since the Chairman is not available that day for a formal media presentation mid-day. Please stop by between the hours of 10:00 a.m. and 4:00 p.m. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report was found on pages 116-122.

FINANCE COMMITTEE:

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING AND ADOPTING
THE AMENDED COMMUNITY DEVELOPMENT ASSISTANCE PROGRAM
REVOLVING LOAN FUND ADMINISTRATIVE GUIDELINES AND
RECAPTURE STRATEGY

WHEREAS, McLean County administers a Community Development Assistance Program (the "CDAP") Revolving Loan Fund in accordance with the administrative rules issued by the State of Illinois Department of Commerce and Economic Opportunity; and,

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has advised McLean County that it is necessary to approve a CDAP Revolving Loan recapture strategy reflecting the approved administrative rule changes under Section 110.230, Recapture Strategy Requirements, as issued by the Joint Committee on Administrative Rules; and,

WHEREAS, the McLean County Board, at its regular meeting on Tuesday, May 20, 2003, approved the CDAP Revolving Loan Fund Administrative Guidelines and Recapture Strategy; and,

WHEREAS, the Economic Development Council of Bloomington-Normal-McLean County, the administrator of the CDAP Revolving Loan Fund program, has recommended that the CDAP Revolving Loan Fund Administrative Guidelines and Recapture Strategy be amended to comply with the guidelines and recommendations of the Illinois Department of Commerce and Economic Opportunity; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on Tuesday, October 3, 2006, reviewed and recommended approval of the amended CDAP Revolving Loan Administrative Guidelines and Recapture Strategy, which are attached herein and incorporated as Attachment A of this Resolution; now, therefore,

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

- (1) The McLean County Board hereby approves and adopts the amended CDAP Revolving Loan Administrative Guidelines and Recapture Strategy, which are attached herein and incorporated as Attachment A of this Resolution.
- (2) The McLean County Board hereby directs the County Administrator to forward a certified copy of this Resolution and the amended CDAP Revolving

(2)

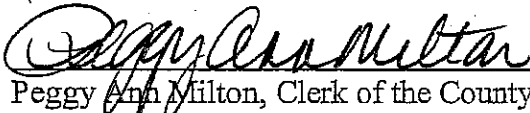
Loan Fund Administrative Guidelines and Recapture Strategy to the State of Illinois Department of Commerce and Economic Opportunity and to the Economic Development Council of Bloomington-Normal-McLean County.

- (3) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution and the amended CDAP Revolving Loan Fund Guidelines and Recapture Strategy to the County Treasurer, the First Civil Assistant State's Attorney, and the County Administrator's Office.

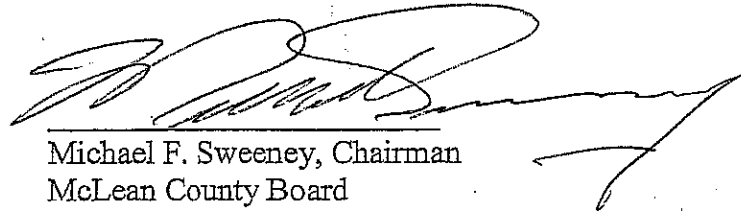
ADOPTED by the McLean County Board this 17th day of October, 2006.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Attachment A
CDAP Revolving Loan Guidelines and Recapture Strategy

1. Credit Committee-- The County shall appoint a Credit Committee made up of five individuals and include the following:
 - a. The County Administrator (or Assistant County Administrator)
 - b. The CEO of the Economic Development Council of Bloomington/Normal - McLean County
 - c. The County Treasurer
 - d. Two alternating Commercial Bankers

The bankers will be chosen from a pre-qualified list of commercial bankers who have agreed to be part of the Credit Committee from time to time. The Economic Development Council of Bloomington/Normal-McLean County (hereinafter the "EDC") will recruit the commercial bankers and maintain the qualified list.

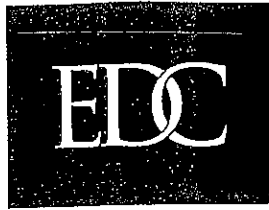
2. Due Diligence -- The EDC will initiate the process of working with the applicant for the CDAP Revolving Loan. The applicant and banking representative will meet with the EDC and a pre-application review of the project will be made. Depending upon the status of the applicant, the process will continue with the release of an application and continued conference and meetings with the applicant and their financial representative. The EDC, working with the applicant and the applicant's bank, will undertake all of the due diligence required to develop a proposal and report for the Credit Committee. The recommendation and report will include but not be limited to:
 - a. Description of the project
 - b. Project costs
 - c. Source and use of funds
 - d. Security/collateral required
 - e. Special conditions
 - f. Reasons for approval or denial

A recommendation and reports will be sent to the Credit Committee prior to the meeting for review and analysis by Committee members.

3. Loan Review -- Upon completion of due diligence, the EDC will prepare a Project Report and Recommendations for review by the Credit Committee. The Credit Committee will meet with the applicant and the applicant's banker. The applicant will be given the opportunity to make a brief presentation to the Committee. The presentation will give the Committee an opportunity to discuss the project with the applicant, gauge the Bank's commitment to the project, and meet the applicant. The Committee can decide to make a commitment at that same meeting, deny the applicant or ask for further information.

(2)

4. Final Approval -- With the approval of a CDAP Revolving Loan Fund application, the report of the Credit Committee, the Minutes of the Credit Committee meeting, and the due diligence report from the EDC will be forwarded to the Finance Committee of the County Board for action. If approved by the Finance Committee, the application will move forward to the County Board for approval.
5. Post Approval and Loan Closing -- Following approval by the County Board, the EDC will follow up with the applicant to schedule a loan closing with the County and to provide all appropriate documentation required by the County. The EDC will work closely with the County Administrator and others in the office to move the project forward.
6. Delinquency -- The CDAP Revolving Loan Fund program is part of the small business infrastructure. There are a wide variety of services available to any business that qualifies for a CDAP Revolving Loan. Recognizing that a loan delinquency is a "red flag," the EDC wants an opportunity at the earliest possible moment to see if there is an opportunity to assist the borrower. At 10 days past due the County Treasurer will place a phone call to the borrower and request payment. The County Treasurer will also call or contact the EDC to let them know of the action. The EDC will also call the borrower to see if there are other issues and to offer the EDC's assistance. At 30 days past due, the County Treasurer will send a formal letter (with a copy to the EDC) requesting payment. Should the payment become 45 days past due, the matter will be turned over to the State's Attorney's Office to pursue payment, again with notice to the EDC. All legal rights will be exercised by the County to reclaim funds. Legal counsel will be consulted during foreclosure and liquidation proceedings if events warrant.



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Investing in McLean County

To: McLean County Board Finance Committee

From: Marty Vanags, CEO
Economic Development Council

Re: Revolving Loan Fund Process

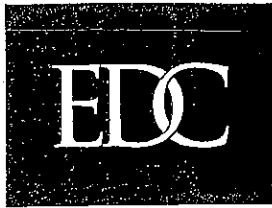
Date: September 28, 2006

Based upon several new loans recently committed to by the County, several issues have arisen in the processing of the RLF loans that I, as the RLF administrator would like to change so that we have a smoother and more efficient loan process. I have reviewed the current recapture strategy and have spoken to the appropriate officials at DCEO to get their input and have come up with the following administrative plan. Should the county adopt this plan, the County would have to submit this plan to the State for approval of a revised recapture strategy.

Current situation

Currently the RLF management plan describes a Business Loan Review Committee. The committee is said to be made up of Chairman of the County Board, or other representatives of the County Board, County Administrator, Economic Development Coordinator (which I assume to be the EDC Director), and two experienced area financial institution commercial lenders. This committee is to review loan applications after the EDC and the County Administrator have packaged the application and then refer it to the County Finance Committee. The management plan also refers to the committee meeting with the applicant, the applicant's lending institution, visiting the site, negotiating terms, security of the loan, compliance, etc. and recommending approval or denial to the Finance committee. It also describes the report that is required to go to the finance committee. With the last two loans we have completed we have obviously not followed this procedure.

Currently the EDC reviews the loan application and presents it to the County for review and approval by the Finance committee and subsequently by the full County Board. The proposal comes to the finance committee with a report by a third party bank, who comments on the feasibility of the loan. In addition full financial disclosure by the applicant is provided to the committee as well as the Board.



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

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The third-party banker report and the full financial disclosure portion of the process is slightly troublesome for a couple of reasons. Bankers providing financing for the project, as well as bankers actually providing the third party review do not like the idea that a competitor is actually reviewing the work of another. There are a number of competitive and ethical issues in regards to this procedure. In addition the full disclosure of an applicant's financials which sometimes include an individual's personal financial statement is subject to public exposure particularly when it is made part of a public meeting.

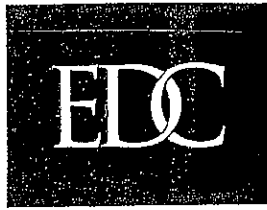
Proposal

With completion of the two previous loans and more to follow I would like to propose that we follow a similar management plan as described above with a few modifications. Upon acceptance by the County, we would need to send it to the State for approval. I submit to you the modification of the current management program as follows:

1. Credit Committee-- The County shall appoint a credit committee made up of five individuals and include the following:
 - a. The County Administrator (or Deputy Administrator)
 - b. The CEO of the EDC
 - c. The County Treasurer
 - d. Two alternating Commercial Bankers

The bankers will be chosen from a pre-qualified list of commercial bankers who have agreed to be part of the credit committee from time to time. The EDC will recruit the commercial bankers and maintain the qualified list.

2. Due Diligence -- The EDC will initiate the process of working with a client. The client and banking representative will meet with the EDC and a pre-application review of the project will be made. Depending upon the status of the applicant the process will continue with the release of an application, and continued conference and meetings with the applicants and their financial representative. The EDC, working with the applicant and banker will undertake all of the due diligence required to develop a proposal and report for the credit committee. The recommendation and report will include but not be limited to:
 - a. Description of the project
 - b. Project costs
 - c. Source and use of funds



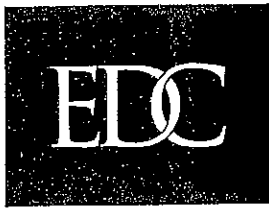
ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Investing in McLean County

- d. Security/collateral required
- e. Special conditions
- f. Reasons for approval or denial

A recommendation and reports will be sent to the committee prior to the meeting for review and analysis by committee members.

3. Loan Review -- Upon completion of due diligence and the development of report and recommendations, the Credit Committee will be called together and the applicant, along with their banker can make a brief presentation to the committee. The presentation will give the committee an opportunity to discuss the project with the applicant, gauge the Bank's commitment to the project, and meet the applicant. The committee can decide to make a commitment at that same meeting, deny the applicant or ask for further information.
4. Final Approval -- With the approval of an application, the report of the credit committee, the minutes for the credit committee meeting, and the due diligence report from the EDC will be forwarded to the Finance Committee of the County Board for action. If approved by the Finance Committee, the application will move forward to the County Board for approval.
5. Post Approval and Loan Closing --Following approval by the County Board, the EDC will follow up with the loan recipient to make sure a loan closing with the county can be timed properly and all appropriate documentation that is needed by the County is obtained. The EDC will work closely with the County Administrator and others in the office to move the project forward.
6. Delinquency -- With the idea that the loan program is part of the small business infrastructure and the there a wide variety of services available a loan delinquency is a "red flag" indicating possible issues with business success. While the most important part of the loan process for the county is to receive payment, the EDC wants an opportunity at the earliest possible moment to see if there is an opportunity to assist the borrower. At 10 days past due the County Treasurer will place a phone call to the borrower and request payment. The County Treasurer will also call or contact the EDC to let them know of the action. The EDC will also call the borrower to see if there are other issues that perhaps the borrower needs assistance with. At 30 days past due, the County Treasurer will send a formal letter (with a copy to the EDC) requesting payment. Should the payment become 45 days past due the matter will be turned over to the State's Attorney's office to pursue, again with notice to the EDC. All legal rights will be exercised by the County to reclaim



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

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funds. Legal counsel will be consulted during foreclosure and liquidation proceedings if events warrant.

Advantages and Disadvantages to Changes

The changes to the management policy will give the EDC a more proactive role in working with the client, the client's banker and the County in making sure we have success with the loans. The underwriting and due diligence part of the program allows the EDC to work with the client and make sure that they are an appropriate candidate for the loan program. It reduces the work that the County has to do and assures that there will be less likelihood that failure or delinquency will occur. It will allow the EDC to identify other areas of weakness in the proposed business and provide recommendations or referral to them.

Another advantage of these changes is that it gives a more professional review of a client's application. A professional due diligence report followed by a committee review will give the Finance Committee and County Board the assurance they need to feel comfortable approving or denying a loan. The County Board should not have to try to figure out what is a good loan or what is a bad loan. Professional underwriting, due diligence and sound review procedures by a qualified credit committee will help in the quality of the review.

The procedure outlined also provides some level of confidentiality to the applicant without compromising the quality of information needed by the Finance Committee and the Board to make a good decision. There have been several instances where companies did not want to even begin the procedure due to the possibility that their personal financial information would be exposed to the public.

One potential problem is finding enough commercial bankers who are willing to participate. While there are plenty of banks, the number of willing bankers and commercial loan officers who understand the public sector loan process and are willing to take the participate will depend upon good recruiting on the part of the EDC.

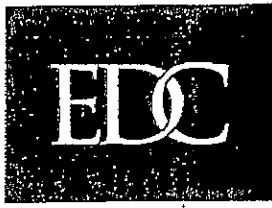
Summary

It is my recommendation that we move forward with the revamp of the loan process for the RLF. This process will become more professional under this recommendation. It will also give the County Board more specific information about the worthiness and quality of the loan applicants which will allow them to make more educated decisions. It will take additional

3201 CIRA DRIVE - SUITE 201 - BLOOMINGTON, IL 61704

PHONE (309) 661-6332 - FAX (309) 661-0743

WWW.EDC.ORG



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OF THE BLOOMINGTON-NORMAL AREA

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administration, particularly as the load increases, but as the EDC grows we will be better able to serve this process.

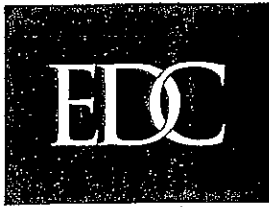
If there are any questions please feel free to contact me.

A handwritten signature in black ink, appearing to read "Marty Vanags". The signature is written in a cursive, flowing style and is positioned above a horizontal line.

Marty Vanags
CEO

Economic Development Council of the Bloomington-Normal Area

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Approving and Adopting the Amended Community Development Assistance Program Revolving Loan Fund Administrative Guidelines and Recapture Strategy. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Investing in McLean County

administration, particularly as the load increases, but as the EDC grows we will be better able to serve this process.

If there are any questions please feel free to contact me.

A handwritten signature in black ink, appearing to read "Marty Vanags". The signature is written in a cursive style and is positioned above a horizontal line.

Marty Vanags
CEO

Economic Development Council of the Bloomington-Normal Area

Member Sorensen, Chairman, presented the following:

RESOLUTION
TO ESTABLISH RATES FOR HEALTH AND LIFE INSURANCE COVERAGES
FOR FY 2007

Whereas, the County of McLean has provided life insurance and group health insurance and has offered Health Alliance Health Maintenance Organization (HMO) and Health Alliance Preferred Provider Option (PPO) as options for employees, and

Whereas, it has become cost prohibitive to continue to offer both the HMO plan and the PPO plan, and

Whereas, it is necessary to establish rates for employees and others who participate, in accordance with County policy, in such health and life coverages, now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session:

1. That the monthly rates which employees must provide, for employees on whose behalf the County contributes toward the cost of such coverages and provides 100% of the life insurance cost, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$73.10	\$342.10	\$366.00	\$463.10
Health Alliance HMO	\$92.93	\$435.13	\$465.58	\$589.53
Health Alliance PPO	\$52.22	\$245.78	\$266.82	\$342.12
Health Alliance PPO	\$59.52	\$276.40	\$301.02	\$382.67

2. That the monthly rates which employees must provide when required to provide the full cost of health and life insurance, such as those on a leave but not disabled, shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$414.60	\$786.60	\$818.60	\$1014.60
Health Alliance HMO	\$526.60	\$998.60	\$1040.60	\$1290.60
Health Alliance PPO	\$296.60	\$563.60	\$592.60	\$742.60
Health Alliance PPO	\$385.60	\$732.60	\$730.60	\$947.60

(2)

3. That the monthly rates which employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those who are disabled and have the life insurance premium waived or retired who have no life insurance shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$413.00	\$784.00	\$817.00	\$1013.00
Health Alliance HMO	\$525.00	\$997.00	\$1039.00	\$1289.00
Health Alliance PPO	\$295.00	\$562.00	\$591.00	\$741.00
Health Alliance PPO	\$384.00	\$731.00	\$729.00	\$946.00

4. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but nothing for life insurance, such as those covered by the Public Health Service Act shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$421.26	\$799.68	\$833.34	\$1033.26
Health Alliance HMO	\$535.50	\$1016.94	\$1059.78	\$1314.78
Health Alliance PPO	\$300.90	\$573.24	\$602.82	\$755.82
Health Alliance PPO	\$391.70	\$745.60	\$743.60	\$964.90

5. That the monthly rates which former employees must provide when required to provide the full cost of health insurance but who are disabled and covered by the Public Health Service Act and, thereby, able to extend their coverage from 18 months to 29 months, for months 19 through 29 shall be as follows:

PLAN	EMPLOYEE ONLY	EMPLOYEE +CHILDREN	EMPLOYEE +SPOUSE	FAMILY
Health Alliance HMO	\$556.50	\$1056.00	\$1099.50	\$1363.50
Health Alliance HMO	\$787.50	\$1495.50	\$1558.50	\$1933.50
Health Alliance PPO	\$442.50	\$843.00	\$886.50	\$1111.50
Health Alliance PPO	\$576.00	\$1096.50	\$1093.50	\$1419.50

6. That the County Administrator is authorized to sign the contracts and agreements necessary to effectuate this Resolution.

7. That this Resolution shall be effective immediately, with the above health insurance rates effective for coverages on and after January 1, 2007.

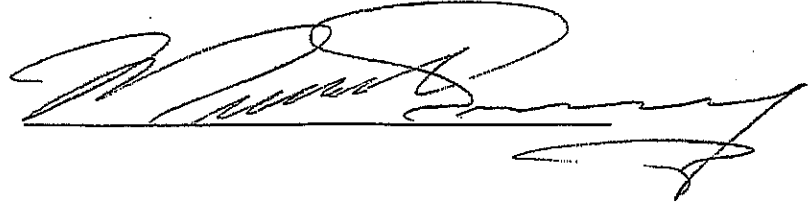
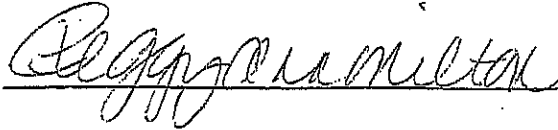
Adopted by the County Board of McLean County this 17th day of October, 2006.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the McLean County Board

Michael F. Sweeney,
Chairman, McLean County Board



e:heal_res2007.

Members Sorensen/Owens moved the County Board approve a Request for Approval of a Resolution to Establish Rates for Health and Life Insurance Coverage for FY'2007 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Sorensen stated the following: I'd like to take a moment to thank the employee benefits Committee who have worked very hard over the last few months to put this together for employees. It is a pretty dramatic change. We are abandoning a pure HMO product and going towards a managed PPO. Most of our employees will see a cost savings to them and we have managed to hold the cost to the County to a 4% increase. If we had maintained the same type of coverage that we had in the past, we were looking at about a 20% increase. I thank the work of the Administrator's Office and committee of employees that worked on that.

Member Sorensen, Chairman, presented the following:

COLLECTIVE BARGAINING AGREEMENT
BY AND BETWEEN
MCLEAN COUNTY BOARD
AND
MCLEAN COUNTY SHERIFF
AND
THE ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
REPRESENTING
MCLEAN COUNTY CORRECTIONAL OFFICERS
CORRECTIONAL CORPORALS
CORRECTIONAL SERGEANTS
CONTROL OPERATORS
COOK I AND COOK II

January 1, 2006 through December 31, 2008

McLean County Sheriff/
FOP Corrections 2006-2008

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ARTICLE 1
PREAMBLE

This Agreement is entered into by and between the McLean County Board and the McLean County Sheriff (herein referred to as the "Employer") and the Illinois Fraternal Order of Police Labor Council (herein referred to as the "Union"). It is the purpose of this Agreement and it is the intent of the parties here to establish and promote mutual harmonious understanding and relationships between the Employer, its employees, and the Union. To promote departmental efficiency and effectiveness, to establish wages, hours, standards and other terms and conditions of employment of officers covered by this Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representatives and/or agents, do mutually covenant and agree as follows:

ARTICLE 2
RECOGNITION

The Employer hereby recognizes the Union as the sole and exclusive Collective Bargaining Representative of all Correctional Officers, Control Operators, Cook I and Cook II herein referred to as "employees" for the purpose of collective bargaining in respect to wages, hours, and other conditions of employment.

This is in accordance with ILRB Case No. S-RC-03-034.

ARTICLE 3
NON-DISCRIMINATION

Section 1

The Employer agrees to adhere to all local, state and federal law relating to non-discrimination.

Section 2

The Union shall not discriminate against any employee on the basis of race, color, gender, religion, national origin, union membership, age, physical or mental handicaps, marital status or political affiliation and/or beliefs.

Section 3

The Employer and the Union shall adhere to all State and Federal laws relating to affirmative action principles.

Section 4

It is agreed that wherever the masculine pronoun is used in this

Agreement, it is used in its generic sense and refers to all employees, regardless of gender.

ARTICLE 4 **MUTUAL COOPERATION**

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement, and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of McLean County, Illinois.

To effectuate the purpose and intent of the parties, both parties agree to meet as necessary.

ARTICLE 5 **DUES DEDUCTIONS - FAIR SHARE**

Section 1 - Dues Deduction:

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month Union dues in the amount certified by the Illinois FOP Labor Council from the pay of all employees covered by this Agreement, who, in writing, authorize such deduction (see appendix "A"). Such money shall be submitted to the Illinois F.O.P. Labor Council at the address designated by the Council within thirty (30) days after the deductions have been made. Such deduction shall continue in effect until revoked in writing by the employee, or until his termination of employment, or until the termination of employment, or until the termination of this Agreement.

Section 2 - Fair Share:

Any present employee who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above.

If the Employer has not received a written authorization as provided for above, the Employer shall deduct from the wages of the officer the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

1. The Union has certified to the Employer that the affected employee has been delinquent in his obligations for at least thirty (30) days;

2. The Union has certified to the Employer that the affected employee has been notified in writing of the obligation and the requirement of each provision of this Article and that the employee has been advised by the Union of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;

3. The Union has certified to the Employer that the affected employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the officer may have to the fair share fee;

4. The Union has complied with the U.S. Supreme Court decision in Hudson v. Chicago Teachers Union.

Section 3 - Hold Harmless:

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Section.

ARTICLE 6 **MANAGEMENT RIGHTS**

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

1. To determine the organization and operations of the Sheriff's Department;

2. To determine and change the purpose, composition and function of each of its constituent department, and subdivisions;

3. To set standards for the services to be offered to the public;

4. To direct the employees of the Sheriff's Department including the right to assign work and overtime;

5. To hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule employees;

6. To increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work;

7. To contract out work when essential in the exercise of cost effective operations.

8. To establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;

9. To establish, modify, combine or abolish job positions and classifications;

10. To add, delete or alter methods of operation, equipment or facilities;
11. To determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
12. To establish, implement and maintain an effective internal control program;
13. To suspend, demote, discharge, or take other disciplinary action against employees for just cause; and
14. To add, delete or alter policies, procedures, rules and regulations, subject to a forty-five (45) day review policy under labor/management conference.

Inherent managerial functions, prerogatives and policy-making rights, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement, shall remain vested exclusively with the Employer.

The Employer's right of management shall not be amended or limited by any claimed or unwritten custom, past practice or informal agreement, nor by any claim the Employer has claimed, condoned, or tolerated any practice or any act or acts of any employees. Nothing in this Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

ARTICLE 7 **NO STRIKE/NO LOCKOUT**

Section 1 - No Strike Commitment:

Neither the Union nor any officer, member of the Union, or employee covered by this Agreement, will call, institute, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, intentional slow down in work rate, or picket which causes work stoppage, or other concerted refusal to perform duties by an employee or employee group, or the concerted interference with, in whole or part, the full, faithful and proper performance of all normal operations of County government, including the Sheriff's Department. Neither the Union nor any employee, member of the Union, or employee covered by this Agreement, shall refuse to cross any picket line, by whoever established.

Section 2 - Resumption of Operations:

In the event of action prohibited by the Section above, the Union immediately shall publicly disavow such action and request the offender to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect upon complying with the requirements of this Section.

Section 3 – No Lockout:

The Employer will not lock out any employee(s) covered by this Agreement as a result of a labor dispute with the Union.

ARTICLE 8
IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

ARTICLE 9
DUE PROCESS

If the investigation or interrogation of employee is likely to result or does result in the recommendation of some action, such as a transfer, suspension, dismissal, loss of pay, reassignment, or similar action which would be considered a punitive measure, then, before taking such action, the Employer shall provide reasonable due process. An employee may be relieved of duty prior to the imposition of such punitive measures and then shall receive all ordinary pay and benefits pending the outcome of the investigation. Reassignment or shift transfers made for training purposes do not apply.

Nothing in this Article is intended to or should be construed to waive employees right to Union representation during questioning that the employee reasonably believes may lead to discipline. Members of the bargaining unit shall have such rights as set forth in the United States Supreme Court decision in NLRB v. Weingarten, 420 U.S. 251 (1975).

ARTICLE 10
GRIEVANCE AND ARBITRATION

Section 1 - Grievance:

It is mutually desirable and hereby agreed that all grievances shall be first discussed between the grievant and the grievant's immediate supervisor to attempt resolution through informal means. If the informal process fails to satisfy the grievant, the grievance shall be handled in accordance with the following steps. For the purpose of this Agreement, a grievance is any written complaint involving any dispute or difference of opinion raised by an employee, the Union or Employer involving the meaning, interpretation or application of the provisions of this Agreement. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

The remedies sought by the grievant in the grievance filed shall be exclusive and no additional remedies may be requested or added.

Each step initiated by the Union must bear a time stamp on the grievance to verify the date and time that the action was initiated.

STEP 1: The employee, with a Union Representative, and after reducing to writing on a mutually agreed to form (see Appendix B), may take up a grievance with the Jail Operations Officer within seven (7) calendar days of its occurrence or discovery. The Jail Operations Officer shall then attempt to adjust the matter and shall respond within seven (7) calendar days after such discussion.

STEP 2: The Grievance will be referred to the Jail Superintendent prior to going to Step 3 subject to the same seven (7) calendar day time limit.

STEP 3: If not adjusted in Step 2, the grievance shall be presented by the Union and the employee to the Sheriff or his designee within seven (7) calendar days following the receipt of the Jail Superintendent answer in Step 2. The Sheriff or designee shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, Jail Operations Officer, Jail Superintendent and the Union Representative within seven (7) calendar days after receipt of the grievance from the Union. The Sheriff shall then render a decision based on the information supplied during the meeting, within seven (7) calendar days of the meeting.

STEP 4: If not adjusted in Step 3, the grievance may be presented by the Union to the County Administrator within seven (7) calendar days following the receipt of the answer in Step 3. A meeting shall be held within twenty-one (21) calendar days with the County Administrator or his designated representative to discuss the grievance and hopefully come to an equitable solution. The County Administrator or his designee shall then render a decision within seven (7) calendar days of the meeting.

Section 2 - Referral:

Grievances, excluding those involving disciplinary time off, demotion or discharge, may be appealed to Arbitration within fourteen (14) calendar days following the Step 4 answer.

If a grievance involving disciplinary time off, demotion or discharge is not satisfactorily resolved at Step 4, the grievant may proceed to the Sheriff's Merit Board by appealing within fourteen (14) calendar days after the Step 4 answer. However, if the Sheriff's Merit Board refuses in writing to hear the appeal, the grievance may be appealed within fourteen (14) calendar days of the refusal to the Circuit Court for an order requiring the Merit Board to hear the matter.

Section 3 - Arbitration:

The parties shall alternately strike names until one (1) name remains with a coin toss determining who strikes first. The person whose name remains shall be the arbitrator. Each party may strike and reject one (1) of the first two-(2) panels of arbitrators submitted by the Federal Mediation and Conciliation

Service. The arbitrator shall be notified of his selection by a joint letter from the Employer and the Union requesting that he set a mutually agreeable time and place for the hearing.

Nothing herein shall preclude the parties from meeting at any time after a list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy. The arbitrator shall be without power to make a decision contrary to the terms of this Agreement or applicable law. The arbitrator shall submit in writing his decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon his interpretation of the meaning or application of the express terms of the agreement of the facts of the grievance presented. A decision rendered consistent with the terms of this Agreement shall be final and binding.

The fee and expenses of the arbitrator and the costs of a written transcript, if any, for the arbitrator shall be divided equally between the Employer and the Union. However, each party shall be responsible for compensating its own representatives and witnesses, and for purchasing its own copy of a written transcript.

Section 4 - Time Limits:

No Grievance shall be processed unless it is submitted within seven (7) calendar days from the date the employee knew or should have known of the event giving rise to the alleged grievance. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the Union Representative involved in each step.

ARTICLE 11 **LABOR-MANAGEMENT CONFERENCES**

The Union and the Employer mutually agree that, in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union Representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for

a "Labor-Management Conference" and expressly providing the agenda for such meeting. Such meetings and locations shall be mutually agreed to before being held. However, if either the Union or the Employer refuses to meet within fifteen (15) days, the other party may demand a meeting, within fifteen (15) days. The purpose of any such meeting shall be limited to:

1. Discussion on the implementation and general administration of this Agreement;
2. A sharing of general information of interest to the parties;
3. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the employer which may affect employees. Said notification is upon a voluntary basis and is non-binding; and
4. Safety issues.

Without the consent of both parties, such Labor-Management Conference will not be held over eight (8) times a year.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

When absence from work is required to attend "Labor-Management Conferences" Union members shall be allowed to attend such meetings as long as the staffing levels permit and the operational needs of the facility are met.

ARTICLE 12 **LAYOFF AND RECALL**

Section 1:

In the event of a layoff of employees covered by this Agreement, all part-time, temporary and probationary employees shall be laid off first. The Employer agrees not to hire personnel to perform duties otherwise previously performed by the employee(s) subject to lay-off. All part-time, temporary and probationary employees shall be laid off first. The Employer shall determine the classification(s) to be subject to lay-off (Corrections, Control Room or Cook).

The Employer shall notify the affected employee no less than thirty calendar (30) days in advance of the scheduled layoff.

Section 2:

In the event of layoff, employees covered by this Agreement will be laid off in reverse order of seniority.

Section 3:

During a layoff, if it becomes necessary to assign an employee to a different job classification or shift, efforts will be made to place such employee in

the below listed order:

1. He will displace the least senior employee in the same job classification.

2. If an employee cannot be retained in the same job classification and has sufficient seniority, he will be assigned to a classification previously held. In being so assigned, he will displace the employee in that classification with the least seniority.

3. If he cannot be placed under 1, and 2 above, he shall be laid off. While on layoff an officer shall continue to accumulate seniority for six (6) months.

Section 4:

When vacancies occur within their job classification, laid off employees shall be recalled in order of seniority. Notice of such recall shall be mailed to the last known address of the laid off employee by certified mail. The employee so notified has two (2) weeks to respond, or his employment status shall be terminated.

The employee's right to recall shall be for a period of two (2) years from the date of his layoff.

ARTICLE 13 **EMPLOYEE SECURITY**

Section 1 - Just Cause Standard:

No employee covered by this Agreement shall be suspended, relieved from duty or disciplined in any matter without just cause. The Employer agrees to discipline progressively and correctively based on the severity of the offense.

Section 2 - File Inspection:

The Employer's Personnel Files and disciplinary history files relating to any employee shall be open and available for inspection by the affected officer. Inspection of these files shall be during regular business hours, shall not interrupt the normal office duties, and an Administrative Officer shall be present.

An employee shall have the right to authorize a Union representative, on his behalf, to review personnel files and time records if said permission is in written form and the Employer received a copy of such written authorization. One (1) working day's notice will be required.

The Employer agrees to abide by the provisions of the Employee Access to Personnel Records Act, 820 ILCS 40/1 et seq.

Section 3 - Limitations of Use of File Material:

It is agreed that any material and /or matter not available for inspection, such as provided above, shall not be used in any manner or forum adverse to the employee's interests.

The employee shall have the right to provide a written response to any item in the file.

Section 4 - Use and Destruction of File Material:

Disciplinary investigation files shall be destroyed by the Employer according to the following schedule:

Complaint case files shall be destroyed in accordance with the following schedule, unless the investigation relates to a matter which has been subject to either civil or criminal litigation. In the event of either civil or criminal litigation, the following schedule shall apply upon the conclusion of said litigation from the date of occurrence.

1. Letter of Commendation - Permanent
2. Letter of Caution - one (1) year without misconduct.
3. Written Reprimand - one (1) year without misconduct.
4. Letter of Suspension (3 days or less) - two (2) years without misconduct.
5. Letter of Suspension (4-10 days) - four (4) years without misconduct.
6. Letter of Suspension (10 days or more) - five (5) years without misconduct.
7. All written forms of discipline - not set forth above - One (1) year without misconduct.

Any information of the adverse employment nature which may be contained in any unfounded, exonerated or otherwise not sustained file, shall not be used against the employee in any further proceedings.

ARTICLE 14
INDEMNIFICATION

Section 1 - Employer Responsibility:

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be the amount set forth in 65 ILCS 5/1-4-6 or the McLean County Liability insurance limit of \$1 million, whichever is greater.

Section 2 - Legal Representation:

Employees shall have legal representation provided by the Employer and selected by the Employer in any civil cause of action brought against an

employee, brought resulting from or arising out of the performance of duties, pursuant to law.

Section 3 - Cooperation:

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

Section 4 - Applicability:

The Employer will provide the protections set forth above, so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3 directly above, with the Employer in defense of the action(s) or claim(s).

ARTICLE 15
SENIORITY

Section 1 - Definition of Seniority County vs. Bargaining Unit:

As used herein, the term "County Seniority" shall refer to and be defined as the continuous length of service or employment from the last date of hire with the County. As used herein, the term "Bargaining Unit Seniority" shall refer to and be defined as continuous service in classifications covered by the terms of this Agreement.

Section 2 - Seniority List:

The Employer shall prepare a list setting forth the present seniority dates for all employees covered by this Agreement and it shall become effective on or after the date of execution of this Agreement. Such lists shall finally resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listings shall be resolved through the grievance procedure.

An employee shall be terminated by the Employer and his seniority broken when he:

1. Quits; or
2. Is discharged for just cause; or
3. The employee is laid off for more than two (2) years; and/or
4. Off-the-job injury or illness for a period of two (2) years or more after the employee has exhausted all paid leave. The Sheriff or his designee may at his sole discretion extend the two (2) year period.

Employees will not continue to accrue seniority credit for any time spent on authorized unpaid leave of absence.

Section 3 - Notice to Union:

The Employer shall provide the Union with a true and updated copy of the Seniority List. Prompt notice within ten (10) working days shall be given the Union of any changes or modifications made to the list. A copy of the current Seniority List will be posted on the Union Bulletin Board.

Section 4 - Shift Bidding:

Employees covered by the terms of this Agreement shall be allowed to exercise their seniority for purposes of the selection of their hours of work and days off based upon the Employer's posting of the work schedule. Shift bidding shall be completed annually in six (6) month blocks. Shift bidding shall be by seniority within the job classification for all classifications covered by the terms of this Agreement. The Employer agrees to provide a copy of the rules and procedures surrounding shift bidding. In the event that a vacancy for Correctional Officers and/or Sergeants occur on a shift within any six (6) month shift schedule, the employees working that shift shall be allowed to re-bid for days off on that shift. Vacancy shall be defined as termination from the current job classification. This practice shall not be allowed after June 1 of the first six (6) month shift schedule and December 1 of the second six (6) month shift schedule. Re-bidding will only be allowed if it is on the same shift. The employee changing their days off shall be responsible for adjusting their vacation so it does not conflict with the vacation bidding policy.

In the event that a vacancy for a Control Operator should occur within any six (6) month shift schedule, a Control Operator, based on seniority within the job classification, may re-bid for the vacant shift. Vacancy shall be defined as termination from the current job classification. This practice shall not be allowed after June 1 of the first six (6) month shift schedule and December 1 of the second six (6) month shift schedule. The employee(s) changing their shift shall be responsible for adjusting their vacation so it does not conflict with the vacation bidding policy.

Vacation bidding shall be by Bargaining Unit Seniority among all classifications.

The Employer agrees to post vacancies for Prisoner Transport and allow for voluntary sign-up. Appointment by the Sheriff or designee will be made from the voluntary sign-up list. For purposes of selection of shift and days off, seniority will determine the shift bid rights.

Control Room Operators and Sergeants may voluntarily agree to trade shifts and days off until the next bid cycle with the approval of the Sheriff or his designee.

Section 5 - Promotions:

Promotion will be decided by seniority within job classification when all other factors are equal.

Section 6 - Probationary Employee Shift Bidding:

During the probationary period for newly hired individuals, no individual

shall exercise any seniority rights in bidding. Upon the successful completion of the probationary period, an employee will be credited with a seniority date from the first day employed, less any extended unpaid leaves as provided elsewhere in this Article.

Section 7 - Breaks in Service:

Adjustments to seniority (i.e. subtractions) shall be made for all breaks in service (i.e. on unpaid leave) which exceed two (2) months, including leaves of absence and layoffs.

ARTICLE 16
UNION REPRESENTATIVES

For the purpose of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

Section 1 - Attendance at Union Meetings:

Subject to the need for orderly scheduling and emergencies, the Employer agrees that no less than three (3) and no more than five (5) designated representatives of the Union shall be permitted reasonable time off, to attend general, board or special meetings of the Union, provided that at least two (2) working days notice of such meetings shall be given in writing to the Employer, and provided further that the names of all such Union representatives shall be certified in writing to the Employer. Said attendance will be on an unpaid basis.

Section 2 - Grievance Processing:

Reasonable time while on duty shall be permitted Union representatives for the purpose of aiding or assisting or otherwise representing officers in the handling and processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of pay.

Section 3 - F.O.P. Conference:

Employee(s) who are chosen as delegate(s) to an F.O.P. National or State Conference will, upon written application approved by the Union and submitted to the Jail Superintendent with at least fourteen (14) working days notice, be given a leave of absence for the period of time required to attend such Convention or Conference, subject to work schedule as deemed necessary by the Sheriff or his designee. Said attendance will be on an unpaid basis.

Section 4 - Union Negotiating Team:

Members designated as being on the Union negotiation team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be responsible for arranging in advance of any negotiating session coverage of their post that is acceptable to the Employer. In the event of an emergency call back of personnel, the Sheriff or his

designee reserves the right to withhold or cancel any above-mentioned time off.

ARTICLE 17 **DISABLING DEFECTS**

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of a disabling condition unless the disabling condition has been corrected.

When an assigned department vehicle is found to have a disabling defect or is in violation of the law, the officer will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

ARTICLE 18 **BULLETIN BOARDS**

The Employer shall provide the Union with no less than two (2) bulletin boards, upon which the Union may post its notices. Only official Union notices shall be placed on the bulletin boards.

ARTICLE 19 **TRAINING**

Section 1 - General Policy:

The McLean County Sheriff's Department is committed to the principle of training for all employees. Said training shall be provided insofar as it does not adversely affect and interfere with the orderly performance and continuity of county services within the Sheriff's Department. Training shall be scheduled by the Sheriff or his designee. Employees who attend training sessions which result in a workweek in excess of forty (40) hours shall receive one and one-half (1-1/2) hours compensatory time off or pay, at the officer's option, for each hour over forty (40) hours required to be worked because of such required training.

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time. Basic mandatory training as required by State law shall be excluded from this provision.

The Employer agrees to pay one and one-half (1 1/2) times for one-half (1/2) hour of travel time for Firearms Training. During firearms qualifications and/or training, employees shall be compensated at the rate of overtime in accordance with Article 29, Section 2 - Overtime Payment.

In the event the firearms training site is moved from the current location of Bloomington Gun Club, the parties agree to conduct a Labor Management

Conference to discuss the impact and attempt to reach an agreement as to any changes in travel time. Absent an agreement, the parties agree to maintain one-half (1/2) hour of travel time in accordance with Article 29, Section 2 - Overtime Payment.

Upon approval of the Sheriff or his designee, an employee who volunteers for training may flex their work schedule to avoid causing overtime in order to attend training. None of the above provisions shall result in a reduction of the normal hours in a workday for purposes of pay. This Section applies only to off-duty training of officers.

Section 2 - Access:

The Sheriff shall generally encourage equal access to training opportunities to the extent that operational requirements of the Department permit. The Union shall be given an opportunity, upon request, to offer suggestions to the Sheriff on ways to improve access to training opportunities.

Section 3 - Posting:

The Employer agrees to post MTU 8 training opportunities applicable to Corrections on the Union Bulletin Boards. Upon receipt of a notice of an acceptable school training program, it will be posted in the Correction's Department, giving the employees an opportunity to volunteer. Selection will be made taking into consideration those factors deemed appropriate by the Sheriff or his designee, acting in the best interests of the Department.

ARTICLE 20
TUITION REFUND

An employee requested course of study may qualify for tuition and other expense reimbursement from the County provided that funds are available for that purpose. The course must be determined by the Sheriff or his designee to be job related, be reasonably approved in advance by him, and be offered by an accredited educational institution. Upon submission of paid bills and evidence of the grade, reimbursement will be made for tuition, books, and laboratory fees according to the following schedule and procedure:

<u>GRADE</u>	<u>REIMBURSEMENT</u>
A	100%
B	75%
C	50%
D or below	NONE

The maximum tuition amount of reimbursement will be the tuition amount prevailing at a public educational institution in Illinois.

The minimum funding for tuition refund for each year of this Agreement shall be \$2,000. If, during the calendar year, applications for reimbursements

exceed the budgeted amount, reimbursement will be pro-rated by the dollar amounts of legitimate requests by the applicants. Distribution of tuition refunds shall occur at the end of each year to those qualified who are covered by this Agreement.

ARTICLE 21 **LEAVES OF ABSENCE**

Section 1 - Military Leave:

An employee who is a member of a reserve component of the Armed Services or the Illinois National Guard shall be granted annual training leave. The Employer shall continue to pay the employee's base salary for two (2) work weeks per calendar year. Military training leave shall be granted without the loss of general leave time. The employee has the option of keeping his military training pay and foregoing payment by the Employer; however, if he elects to receive his salary from the Employer for that period of leave, he must endorse over to the Employer his payment received from the Armed Service or National Guard.

An employee called into active service or who volunteers in the Armed Forces of the United States for not more than one (1) enlistment period, shall be granted a leave of absence for the period of such service and shall accumulate seniority, but not benefits during the period of such service. On termination of such service, he will be re-employed in line with his capabilities and seniority provided that he notifies the Jail Superintendent in writing of his availability and actually returns to work within the applicable time limits of the then current Federal and/or State law in regard to such re-employment.

Section 2 - Jury Duty and Other Non-Work Related Court Appearances:

Upon notice to the Jail Superintendent, employees shall be permitted authorized absence from duty for appearance in court because of jury service or by direction of proper authority.

- (a) Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness.
- (b) Attendance in court in connection with an employee's official usual duty or in connection with a case in which the County of McLean is a party, shall not be considered absence from duty within the meaning of this policy.
- (c) Nothing in this agreement shall require the Employer to subsidize employees engaged in litigation against the Employer. Such employee shall not be paid nor shall they be absolved from using appropriate approved leave, as for any other personal business.

Section 3 - Funeral Leave:

An employee may be absent with pay for a period of up to three (3) days

due to a death in the immediate family. The Department Head may grant additional time off in unusual circumstances. A member of the immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father in law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, grandchild including spouse's and domestic partner.

Section 4 - Disability Leave for Off-The Job Injury or Illness:

- (a) Any employee who suffers from an off-job injury or illness, and who requires extended leave, may elect to apply ordinary TOPS time or reserve time according to the provisions of the TOPS program.
- (b) Any employee who suffers from an off-job injury or illness, including pregnancy-related disability, and who has exhausted all benefit time which may be used for sick leave, must request an unpaid leave of absence within five (5) working days of the exhaustion of sick leave benefits. This request must be in writing and include a statement provided by the employee's physician as to the nature of the disability and the approximate length of time needed for the leave. The Employer reserves the right to verify the employee's disability by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.
- (c) Leave(s) of absence without pay under this Section may not exceed a total of six (6) months. During the first three (3) months of any such leave, the employee is guaranteed his former position; beyond that he is guaranteed the first available opening in the bargaining unit for which he is qualified. The Employer agrees to abide by the provisions of the current light duty policy.
- (d) The granting of leave under this Section shall be at the discretion of the Sheriff, taking into account such factors as the employee's length of service and record of availability for regularly scheduled hours of work for the department.
- (e) Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

Section 5 - Sick Leave:

It is the policy of McLean County to provide protection for employees against loss of income because of illness.

Legitimate use of sick leave includes the illness of the employee or one of an immediate family member, when such family illness requires the employee's assistance. An employee's immediate family shall be defined as an employee's mother, father, wife, husband, daughter or son (including step or adopted), sister or brother (including half or step), father-in-law, mother-in-law, daughter-in-law, son-in-law, grandparent, grandchild including spouses. Use of sick leave for the immediate family shall be limited to the use of TOPS time

(not Reserve time), except as provided in Article 25.

An employee requesting TOPS time or Reserve time for sickness shall inform his immediate supervisor of the facts and the reasons for absence as soon as possible, in any event, at least one hour prior to the beginning of the employee's shift. Employees who are unable to return to work upon expiration of authorized benefit time must request a leave of absence without pay.

Pregnancy leave may be charged to TOPS time or Reserve time in accordance with the provisions of the TOPS program.

An employee off due to personal sickness or injury for three consecutive working days or longer shall present to his supervisor a doctor's authorization to return to duty. The Employer reserves the right to verify the employee's ability to return to work by relying upon the decision of an impartial physician, with the costs of any such examination borne by the Employer.

The Employer agrees to bank for the employee any sick hours in excess of seven hundred and twenty (720) for purposes of IMRF credit.

Section 6 - FMLA and ADA:

The Employer and the Union agree to adhere to the provisions of the Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act (ADA).

Section 7 - Shift Trades:

Subject to departmental staffing requirements, voluntary shift trades for individual shifts will be permitted, providing that, except in emergency circumstances, twenty-four (24) hours advance notice is given to the scheduled employee's shift supervisor, the supervisor approves the request, and the trade is between qualified employees. No request will be unreasonably denied.

Section 8 - Education Leave:

Employees covered by the terms of this Agreement may be granted, upon written request, a leave of absence, without pay, not to exceed a period of one (1) year, after authorization from the Sheriff.

ARTICLE 22 **DISABILITY INCOME**

Any employee covered by this Agreement who is absent from work on account of injury or illness incurred while acting in the line of duty for any period not exceeding twelve (12) months shall receive full pay and benefits for the period of absence, provided such injury or illness is certified by a designated departmental physician. Such certification shall not be unreasonably withheld. No officer will lose any benefits while injured on duty, and will continue to accumulate all benefits. Officers on injury leave may be returned to light duty if able to perform the work and placed at the discretion of the Department, with a signed physician's recommendation, at the discretion of the Sheriff.

This Article shall be covered by the provisions of 5 ILCS 345/1.

ARTICLE 23
MERIT COMMISSION

The Employer shall advise the Union in writing of all public meetings of the McLean County Merit Commission and a Union Representative may attend the above meetings. The parties agree to adhere to the provisions of 55 ILCS 5/3-8001 et seq. for purposes of correctional Officers covered by this Agreement.

ARTICLE 24
HOLIDAYS

Section 1 - Designated Holidays:

The Employer agrees that the following days be considered holidays and these holidays shall be recognized on the dates indicated:

New Year's Day (January 1)	Martin Luther King Day (3rd Monday in January)
President's Day (3rd Monday in February)	Memorial Day (May 30)
Independence Day (July 4)	Labor Day (1st Monday in September)
Veteran's Day (November 11)	Thanksgiving Day (4th Thursday in November)
Friday after Thanksgiving Day (Day after Thanksgiving Day)	Christmas Day (December 25)

If the Employer adopts a holiday schedule for other employees which exceeds ten holidays, the additional holiday(s) shall apply to this bargaining unit. The additional holiday(s) shall be the same as added for other employees unless otherwise mutually agreed between the Employer and the Union. If the Employer adopts different days as holidays, the Union may elect to change their holidays (above) to those days adopted for other employees, having provided the Employer with adequate written notice of this election. Additional holidays may be granted by action of the County Board, in which case additional time will be added to the TOPS Program.

ARTICLE 25
EMPLOYEE TIME OFF PAID SYSTEMS (TOPS)

Section 1- Purpose

The purpose of the Time-Off Paid System (TOPS) is:

- a) To provide flexibility for employees to utilize paid time off to their advantage.
- b) To provide protection from loss of income during long-term illness.
- c) To provide the Sheriff's Department with the necessary staff to maintain its functions at an effective level.

Eligibility

All employees covered by the terms of this Agreement who are otherwise eligible for paid leave are covered by the TOPS program.

Regulations

- a) The Employer retains the right to schedule employees in order to maintain adequate staff, to provide the services expected in the department. Therefore, the Employer has the authority to determine employee schedules and to limit the granting of requests for TOPS, as necessary to fulfill that responsibility. In granting requests for TOPS hours, all other things being equal, preference will be given to employees with greater Bargaining Unit Seniority.
- b) All employees accrue TOPS and Reserve Hours based on the number of hours paid by the Employer, excluding additional hours, such as overtime. During the probationary period, newly hired employees can use TOPS time as authorized by the Employer.
- c) TOPS hours (other than illness) must be scheduled through your supervisor.
- d) During the remainder of the calendar year during which employment under the TOPS Program begins, the employees must take a minimum average of ten (10) hours per month. A minimum of one hundred twenty (120) hours of TOPS must be taken each year after the first year of employment. Failure to take the minimum hours off shall result in forfeiture of the excess hours (120 minus the hours actually taken off), unless such failure is due to the cancellation, denial or unavailability of hours scheduled off by the County. This forfeiture shall occur at the time of the "sell back" mentioned in "e".
- e) Employees may "sell back" accumulations down to a minimum of forty

(40) hours in their TOPS hours account. This option is granted once a year, and paid on the first non-payday Friday in December, for employees on the payroll.

f) TOPS hours may be accumulated to a maximum of one and one half-(1 ½) times the annual rate of accrual.

g) TOPS hours may not be used after notice of resignation has been given.

h) All time off paid by the Employer taken by an employee will be charged to the employee's TOPS hours or Reserve Account hours. All TOPS hours and TOPS Reserve Account hours taken must be available at the time that the hours are taken to receive pay. In addition, no employee shall be permitted to schedule time off not related to illness under Regular TOPS unless, at the time of such scheduling, his TOPS hours are projected to remain at a minimum of 40 hours after such time off.

i) An employee scheduled to work a holiday, who fails to work his scheduled shift on that holiday, will be docked eight (8) TOPS hours for the holiday, unless the employee is hospitalized, post-hospitalized but not released by a physician to return to work or is suffering from illness and is sent home by the shift supervisor or appropriate department head.

RATE OF ACCRUAL OF TOPS HOURS

YEARS EMPLOYED	FACTOR APPLIED PAID HOURS- 40 HOUR WEEK LIMIT	ACTUAL HOURS EARNED YEARLY
0 Thru 6 th	.1346	280
7 th thru 15 th	.1538	320
16 th YEAR	.1577	328
17 th YEAR	.1615	336
18 th YEAR	.1654	344
19 th YEAR	.1692	352
20 th AND ABOVE	.1731	360

Reserve Account

There will also be established an additional benefit entitled "Reserve Account". The Reserve Account builds protection from pay losses due to hospitalization for long-term, serious medical problems or outpatient surgery.

RATE OF ACCRUAL FOR RESERVE ACCOUNT HOURS

FACTOR APPLIED TO PAID HOURS
WORKED 40 HOURS/WEEK LIMIT
.02308

ACTUAL HOURS
YEARLY
48

Reserve Account Regulations

- a) Each employee's Reserve Account may accumulate up to a maximum of seven hundred twenty (720) hours.

- b) Eligible Uses Are:
 - 1. Immediately when hospitalized and for post-hospitalization and convalescent care resulting from and authorized by the employee's physician.
 - 2. Following an illness/injury absence from work of five (5) consecutive work days with the employee's physician's verification.
 - 3. For long-term serious medical problems which may not require hospitalization, but which recur within a sixty (60) day period, the five (5) consecutive work day requirement will be waived when authorized by the Sheriff's Department supervisor and/or county-designated physician who are the final authorities on all disputes, definitions, eligibility and interpretations of this benefit.
 - 4. Immediately when having scheduled outpatient surgery as verified by a license physician.
 - 5. For long-term (at least five days) serious medical problems of a member of the employee's immediate family (spouse, child(ren), father, mother) which require the presence of the employee. This benefit shall only apply under the following circumstances and under the following conditions:
 - i Reserve Account hours may be used for this purpose, at the employee's request, only after the use of TOPS hours causes the employee's remaining balance of TOPS hours to be down to 20 hours (unless the employee's balance is already less than 20 hours); thereafter, TOPS shall be used for this specific purpose each pay period until the remaining balance of TOPS hours is at 20 hours, after which the Reserve Account shall be used.
 - ii This usage of Reserve Account hours shall be contingent upon the employee's circumstances qualifying him for coverage under the Federal Family and Medical Leave Act (FMLA) and only to the extent that such qualification/coverage continues. The employer reserves the right to verify the circumstances to assure that the FMLA applies.

- c) This benefit is not eligible for "sell back" nor may it be used for the illness or injury of members of the immediate family, except as specifically provided in #5 directly above.

Sell-Back at End of Benefits

In the event that the employee leaves the TOPS system, whether due to termination of employment or to the termination of benefits due to such events as a reduction in hours of work, and no longer receives such benefits as paid vacation and sick leave, the employee shall be able to sell-back Regular TOPS hours at the following rates:

LENGTH OF SERVICE WITH BENEFITS

Less Than One (1) Year	50%
One (1) Year or More;	
Less than Two (2) Years of Eligible Service	77.5%
Two (2) Years of more;	
Less than Five (5) Years of Eligible Service	85%
Five (5) Years or more;	
Less than Ten (10) Years of Eligible Service	90%
Ten (10) Years or more of Eligible Service	100%

Permanent Changes of Eligibility from TOPS

1. Employees who go from eligible for TOPS to eligible for regular vacation and sick leave benefits shall have their TOPS hours and Reserve Account Hours transferred as follows:
2. All TOPS Reserve Account Hours shall be transferred into the sick leave hours bank.
3. Forty hours of TOPS time, if it is available, shall be transferred into the vacation leave hours bank.
4. Forty hours of TOPS time, if it remains available, shall be transferred into the sick leave hours bank.
5. The remaining hours of TOPS time, if any, shall be eligible for sellback at the employee's regular rate of pay and at his option.
6. Any hours of TOPS time remaining shall be transferred into the employee's vacation leave hour bank.

Permanent Changes of Eligibility Status to TOPS

Employees who go from eligible for regular vacation and sick leave benefits into TOPS shall have their TOPS hours and Reserve Account Hours determined as follows:

1. All vacation leave hours shall be credited to the employee's TOPS Account Bank.
2. Forty-eight hours of sick leave time, if it is available, shall be transferred into the employee's TOPS Account Bank.
3. Any remaining sick leave time shall be credited to the employee's Reserve Account Bank.

Section 2 - Vacation Bidding:

Bid selection of vacation shall be by bargaining unit seniority. The most senior employee shall select all vacation times desired of no less than one week's duration. After all employees have bid, the most senior employees shall then select all vacation time desired of no less than one (1) day's duration. No vacation time selection shall be unreasonably denied. Employees may bid vacation times that overlap not to exceed more than two (2) employees in one (1) day.

Bidding selections shall begin on December 1st of each year. Bid schedules will be posted when selection is completed or by January 1st, whichever comes first. Vacation schedules may be adjusted for emergency situations.

During the year an employee may request to utilize vacation days in one (1) day increments with the approval of the Shift Supervisor subject to operational needs.

ARTICLE 26
INSURANCE

Section 1 - Health Insurance Plan:

The Employer will make every effort to maintain the present Health Insurance Plan coverage at the present contribution rate. Prior to the implementation of any change in the rates or in the coverage, the Employer will meet and confer with the Union, provide documentation in support of the change, and consider alternative suggestions offered by the Union. With any rate change, the present proportion of contribution will be maintained. The Union shall have the right to impact bargaining over the effects of any change in benefits. Impasses in such bargaining shall be resolved in accordance with 5 ILCS 315/14, as amended. Retired employees shall be allowed to purchase this same health insurance for the same cost, and on the same terms and conditions as active employees, and at the active group rate. Any improved or additional Health Insurance Plan benefits adopted by the Employer will be given to employees covered by this Agreement.

Section 2 - Life Insurance:

The Employer will provide a \$10,000.00 group life insurance policy for each full-time employee.

Section 3 - Liability Insurance:

The Employer presently has and will continue to maintain for the term of this contract both personal and vehicle liability insurance policies for the protection of the employees.

ARTICLE 27
GENERAL PROVISIONS

Section 1 - Union Representatives:

Authorized representatives of the National or State FOP shall be permitted to visit the Department during working hours to talk with employees and/or representatives of the Employer concerning matters relating to the general administration of this Agreement and labor-management relations.

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. One (1) working day's notice will be required to obtain said records.

Section 2 - Personal Property Damage:

The Employer agrees to repair or replace as necessary an employee's personal property/possessions, if such are damaged or broken during the course of the employee's duties, limited to equipment authorized by the Sheriff or his designee. Such incidents must be documented with the Jail Operations Officer.

Section 3 - Disease Exposure:

The Employer agrees to pay all expenses for inoculation or immunization shots for employees and members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty, with a signed physician's recommendation.

Section 4 - Burial Expenses:

The Employer agrees to defray all reasonable and customary funeral burial expenses of any employee of the McLean County Sheriff's Office killed in the line of duty.

Section 5 - County Policies:

Travel and per diem will be treated in accordance with General County Policies.

Section 6 - Residency:

Employees covered by the terms of this Agreement may reside within one (1) hour travel time from the McLean County Sheriff's Department.

Any employee who resides outside the County of McLean shall only receive compensation for travel under the terms of this Agreement from the time the employee enters McLean County at the point nearest their residence.

Section 7 - Promotion/Vacancy:

It is the policy of McLean County to hire qualified employees for all jobs. Promotion to vacant positions shall be based on merit and fitness,

education, experience, aptitude, knowledge, skill and seniority within the job classification in the Sheriff's Department. Seniority shall prevail in the event all things are equal.

If no existing department employee is found to have the requirements, or none apply, then outside applicants will be considered.

A job description and job requirements will be included in the posting of vacant positions.

No outside applicants will be considered for five (5) days after the position becomes available to insure that existing employees are considered.

All accrued benefits remain with the employee when transferred or promoted.

Any employee promoted to another Bargaining Unit position classification, i.e. a position classification with higher pay rates, shall be compensated in accordance with the pay rates of that higher classification.

Section 8 - Temporary Transfers and Assignments

An employee may request a transfer from one job classification to another job classification provided the employee possesses the qualifications, and provided that the job classification applied for is vacant.

When an employee is to be temporarily assigned to a different job classification, the employee with the most seniority that is qualified for the job classification will be offered the assignment. If the most senior qualified employee refuses the assignment, then the next senior qualified employee in that job classification will be offered the assignment. If all qualified employees refuse the assignment, then the least senior qualified employee in that job classification will take the assignment. For purposes of this Section, seniority shall be determined by job classification within a shift schedule, rather than by seniority within the entire Bargaining Unit.

There will be no monetary loss to the employee when the employer assigns an employee from one job classification to another.

Employees will receive the higher rate of pay when transferred by the employer to a work assignment in a higher pay job classification.

Employees will be returned to the previous job classification as soon as it is practical and operationally feasible to do so.

Employees may be temporarily changed from one shift to another only in the event of extended absences (30 days for one absent employee; 15 days if two or more absent employees) excluding vacations. In such event, the employer will seek volunteers (excluding unqualified probationary employees) and such shift changes shall not exceed fifteen (15) calendar days. An employee will not be required to so change more than once a year. Absent sufficient volunteers, such shift changes will be made in inverse order of seniority.

When a jail officer is to be temporarily assigned to a remote location (does not include transport) and circumstances of the situation permit, the opportunity will be offered to available, qualified jail officers on the shift in seniority order. If all such qualified jail officers refuse the assignment, then the

least senior will be so assigned.

The assignment of an employee covered by terms of this Agreement as Training Officer (T.O.) and/or a Sergeant as the Jail Training Supervisor, although generally of longer duration than "temporary assignments" mentioned previously, shall be governed as follows:

- (a) Compensation: For those employees and supervisor(s) who participate in shift bidding as J.T.O.'s, for each payroll period of such an assignment, the officer shall receive an additional 2% of his present hourly rate. Those who are assigned as J.T.O.'s who bid their shifts with other Correction Officers shall not receive additional compensation.
- (b) Those qualified as Jail Training Officers will be offered the first opportunity for such assignments. Qualification includes being available for those shifts necessary to meet the needs of the Employer. Among those selected, shift bidding shall be in order of position classification seniority.
- (c) Any employee agreeing to training as a Jail Training Officer, assuming successful completion of the training must spend a minimum of twelve (12) months, at the Employer's option, as a Jail Training Officer who participates in J.T.O. shift bidding.

Section 9 – Probation:

A person newly hired as a Cook I or Cook II shall be on probation for six (6) months. All other newly hired employees shall be on probation for one (1) year. New hires on probation may be dismissed during the first thirty- (30) days of employment without right of grievance appeal. Thereafter during their probationary period, they shall have the right to grieve disciplinary actions with such grievance not being subject to arbitration. Completion of probation for correctional officers is contingent upon successful completion of required academy training and field training, and no probation extension shall be granted for failure in such training. Probationary employees, after thirty (30) days, may grieve other kinds (other than dismissal or disciplinary actions, including discharge) of alleged violations of this Agreement, following the provisions of Article 13.

Anyone promoted to a higher position shall be on probation for the period of probation for that position classification (See Section 1). While on probation due to promotion, an employee may be returned to the previous position. The Employer may extend the employee's probation beyond the six (6) months or one (1) year in order to cover any days missed by the employee. (Excluding approved TOPS days.)

Section 10 – New Policies and Procedures:

Whenever new policies or procedures are to be implemented within the Sheriff's Department which would have an impact on the employees the Employer agrees to consult with the Union at least forty-five (45) days prior to implementation of the policy or procedural change.

Whenever an emergency exists which effects current policies and

procedures, or whenever Federal and/or State courts of jurisdiction issue decisions or rulings which effect current policies and procedures, the Employer may immediately put into effect policies and procedures to deal with the emergency or to comply with the Court's decision.

The Employer agrees to consult with the Union as soon as possible to discuss the change.

ARTICLE 28 **UNIFORMS & EQUIPMENT**

Section 1 - Uniform and Equipment Inventory

The County will furnish the following items to all employees in the following job classifications: Correctional Officers and Jail Sergeants:

Six (6) Shirts - 5 short sleeve, 1 long sleeve

Three (3) Pants

One (1) Tie

One (1) Cap

One (1) Coat

One (1) Sweater

Two (2) Badges

Two (2) Name Tags

One (1) Belt

Flashlights & Holders, Handcuffs & Holders available for check out per shift

In addition, those assigned to the Transport Team shall receive:

One (1) Overcoat

One (1) Soft Body Armor

One (1) Pair of Overshoes

One (1) Winter Hat

Duty Belt & Keepers

Holster

Magazine Holder

Speed Loader

Duty Weapon (Employee Choice)

Flashlight in transport Vehicles

Portable Radio Holder & Radio Earpiece

Section 2 - Shoes:

Correctional Officers and Sergeants are required to wear, as part of their uniform, shoes that conform to the following: Black leather or simulated leather capable of being shined. Shoes must be laced (no slip-ons), and of slip resistant soles. No tennis shoes. If in doubt, check with Operations Officer, prior to purchase, to determine if shoes are acceptable. The County will reimburse each Correctional Officer/Sergeant up \$100, per year, for the

purchase of these shoes. At the employee's option, Shoes may be ordered through the Sheriff's Department's approved bid list with the same limit of \$100 per year. The Correctional Officer/Sergeant must provide a receipt for the purchase of the shoes prior to reimbursement.

Section 3 – Cook I and Cook II:

The County will furnish the following items to all employees in the following job classifications: Cooks I and Cooks II:

- Five (5) Blouse Smocks
- Five (5) Pants
- Two (2) Pair of Shoes
- One (1) Sweater

Section 4 – Protective Gear:

All protective gear required by the Sheriff will be furnished by the County.

Section 5 – Duty and Off-Duty Weapon:

If certified by the Sheriff's Department Range Training Officer, employees may carry a personal weapon to and from work provided the weapon and the employee meet the Sheriff's Department Standards.

When an employee is required or authorized to carry a weapon, the employee shall furnish the weapon, within the guidelines of the Sheriff's Department; and the Sheriff's Department shall furnish the leather. New leather required due to the employee changing weapons will not be furnished. Employees, when authorized, may carry their personal weapons subject to the provisions of Section 5 of this Article, provided the weapon and the employee meet the Sheriff's Department standard.

ARTICLE 29

HOURS OF WORK AND OVERTIME

Section 1 - Workday and Workweek:

The normal hours of work are set forth herein:

- | | | | |
|-----------------------|---|----|------------|
| 1 st Shift | 7:00 A.M. | to | 3:00 P.M. |
| 2 nd Shift | 3:00 P.M. | to | 11:00 P.M. |
| 3 rd Shift | 11:00 P.M. | to | 7:00 A.M. |
| 4 th Shift | Swing Shifts | | |
| 5 th Shift | Transportation Unit: | | |
| | 7:00 am to 3:00 pm. | | |
| | 11:00 am to 7:00 pm. | | |
| 6 th Shift | Medical Officer: | | |
| | 9:30 am to 5:30 pm Mon, Tues., Wed., Fri. | | |
| | 9:00 am to 5:00 pm Thurs. | | |

The Employer agrees to post the calendar for the work schedule no later than the 1st of each month (thirty (30) days in advance of the effective date) with the exception of January. Shifts may be changed in emergency situations with reasonable notice. Shifts may also be changed if economic conditions require the Sheriff or his designee to realign his coverage or restructure the shifts. During the thirty (30) days prior to shift change the parties shall bargain over the effects of the change. Any changes made by the Sheriff or his designee, except in emergency situations, shall be subject to impact bargaining under Section 14 of the Illinois Public Labor Relations Act. No changes shall occur until which time an agreement is reached between the parties on economic conditions or a resolution under 5 ILCS 315/14.

If these hours are changed, shifts and vacations, if necessary, will be re-bid.

All time in excess of the hours worked in the normal workday and the normal workweek (Sunday through Saturday) shall be compensated.

Each employee shall be allowed a thirty (30) minute meal period per tour of duty. When required to work four (4) or more hours overtime before and/or after his shift, the employee shall be entitled to one paid thirty (30) minute meal break, which will be scheduled within the shift. This meal period shall be considered out of service time during which the employee will be subject only to priority calls.

The workday for employees covered by this Agreement shall be eight (8) hours and the workweek shall be five (5) consecutive days of duty followed by two (2) days off, unless otherwise mutually agreed by the Employer and the Union.

Employees may be assigned to an irregular shift for training or for transport duty. Regularly scheduled days off shall not be modified unless agreed to by the affected employee. For purposes of this Section only, the 11:00 P.M. shift is deemed to be the same day, unless mutually agreed upon by the affected parties.

Section 2 - Overtime Payment:

All approved overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1 1/2) times their actual hourly rate of pay for work performed in excess of that employee's normal work hours in a given workday. Mandatory overtime in excess of twelve (12) consecutive hours shall be paid at two (2) times the employee's regular rate of pay. Compensatory time may be paid in lieu of overtime payment if the employee in his discretion so elects. Compensatory time will be calculated at the same rate as overtime pay. For purposes of computing overtime, no paid leave with the exception of compensatory leave shall be considered hours worked. Overtime rate shall be computed on the basis of complete fifteen (15) minutes segments.

In the event an employee is mandated to work overtime on a holiday, the

employee will receive double time (2X) for all mandatory time worked on the holiday.

In the event of an emergency being declared by the Sheriff, as many of the employees shall be continued on duty for such number of hours as may be necessary.

Section 3 - Overtime Procedure:

For purposes of scheduling overtime, there will be three (3) separate lists maintained. The list is as follows: voluntary, mandatory, and posted. In addition, on every shift a Shift Commander will be designated in charge of the overtime list. Whenever an overtime opportunity arises, the Shift Commander will be responsible for determining the next available employee based upon the overtime need, i.e. voluntary, mandatory or posted. The Shift Commander will maintain three (3) separate log books that will be marked on each occasion of overtime. No employee absent the designated Shift Commander will have access to the log books nor will be allowed to make or correct entries. Any changes affecting an employee's responsibility to work will be made by the shift the Shift Commander and that Shift Commander is responsible to notify the affected employee. The classification which causes the overtime opportunity will have first choice to fill the overtime opportunity in a voluntary basis. Absent a volunteer, the overtime procedures set forth herein will apply. The voluntary and mandatory overtime list shall be posted by the Operations Officer seven (7) calendar days prior to the end of the month. When it is known in advance there will be a need for overtime, it shall be posted. Any qualified member of the Bargaining Unit, who wishes to work the overtime posted, shall notify the Shift Commander of their desire to work. For each opportunity, any senior employee can bump any less senior employee with a minimum of sixteen (16) hours notice. If the overtime is posted on the employee's day off, it shall be the employee's responsibility to check and see if there is any overtime available. An eight-hour shift may be filled by two officers bidding in four-hour increments. In the event that the entire eight-hour shift has not been filled, any officer, regardless of seniority, shall be given preference in filling the assignment if they are willing to accept the vacancy in its entirety. Seniority will prevail in the event of a dispute arising from the provisions of this Section.

Employees cannot remove their name off the posted overtime list less than sixteen (16) hours before shift vacancy. If posted overtime is not filled sixteen (16) hours before the shift vacancy, then the posted overtime will be filled utilizing the following procedures:

For every fifteen (15) minutes through four (4) hours of overtime worked whether voluntary or mandatory and any portion of a four (4) hour increment an employee shall receive 1 credit for overtime worked regardless of the nature of the overtime assignment. It is agreed that credits will start over each calendar year upon completion of the January rollover. When overtime is required for which no volunteers are available, the first means to fill the vacancy shall be from on the job employees. In the absence of the ability to assign on the job employees, the person with the least amount of overtime

credits will be ordered to work by inverse order of seniority.

Section 4 - Voluntary Overtime List:

Should overtime become necessary without sufficient time to post for the vacancy, a voluntary overtime list shall be utilized. Sufficient time shall be defined as sixteen (16) hours prior to the overtime vacancy. Qualified employees covered by this agreement who wish to be considered for voluntary overtime may sign their name on a voluntary overtime list. A voluntary overtime list shall be established and posted monthly. The voluntary overtime list shall be posted seven (7) calendar days prior to the end of the month by the Sheriff or his designee. Anyone wishing to place his or her name on the list must do so before the expiration of the current month. Employees on the list shall be listed according to Bargaining Unit seniority. Utilization of the voluntary list will be done on a rotating basis.

Section 5 - Mandatory Overtime:

When, on the employee(s) regularly-scheduled work day it becomes necessary to either extend the employee(s) work day by requiring the employee to work all or part of the proceeding shift or report to work prior to his/her regularly-scheduled shift for all or part of the preceding shift. The voluntary overtime list shall be the first option when assigning overtime. Nothing in this Article will prohibit the assigning of overtime to cover the emergency needs of the Department.

An employee shall not be mandated to work overtime during the hours of any regularly scheduled days off or in conjunction with approved days off, except in a case of an emergency.

Section 6 - Compensatory Time:

Compensatory time may be accumulated in lieu of overtime payment if the employee in his discretion so elects. Compensatory time may not accumulate above one hundred (100) hours. Any compensatory time earned shall be paid at the rate of time and one-half (1 1/2) for each hour earned. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his supervisor; permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected. Compensatory time off shall be granted in blocks of the employee's normal tour of duty agreed upon between the employee and the supervisor.

1. Comp time requests shall be made to the employee's immediate supervisor no more than thirty (30) days prior to said request day desired to be taken off of work.

2. The employee's supervisor must respond to said request within twenty-four (24) hours of receipt.

3. No supervisor shall grant a comp day if, at time of approval, said comp day would place the affected shift below minimum staffing levels. Any

request made at least twenty-four (24) hours prior to the date and time of the requested day off will be approved providing such approval will not place the shift below minimum staffing levels in place at the time of the request.

4. Once a comp day has been approved, said comp day shall not be canceled except during matters of civil unrest, disasters, emergencies, major criminal cases or extended sick or injury leave (on duty or off duty injuries) and vacancies all of which (sickness, injury, vacancies) are more than three (3) days.

5. If a shift falls below minimum staffing due to common illness, unforeseen absences, etc. that are not outlined in No. 4, the comp day shall not be canceled and the voluntary or involuntary overtime procedure shall be utilized.

Section 7 - Callback:

A callback is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time shall be compensated for a minimum of two (2) hours at the appropriate overtime rate or be compensated for the actual time worked, whichever is greater, unless the Employee is called back to rectify his own error.

Section 8 - On-Call:

On-call status shall be defined as when an Employee has been designated to be available by the Sheriff or his Designee to be called in to work during a specifically designed period of time. On-call status will be compensated for a rate of two (2) hours of straight time pay for each calendar day of on-call. If the Employee is called out during an eight-(8) hour period of being on-call, then the Employer will compensate the Employee only for the time the Employee has been on duty during that eight (8) hour period at the overtime rate for the first two-(2) hours and, thereafter at the appropriate rate specified by this Article.

Section 9 - Work-Related Court Appearances:

Court appearances in connection with an employee's official usual duty outside the employee's regularly scheduled work hours will be compensated at a minimum of two (2) hours at the overtime rate of one and one-half (1 ½) times the employee's hourly base rate of pay. Additional hours will be compensated consistent with the payment rate for regular hours of work, i.e. regular pay unless total hours of work and/or Compensatory Leave exceeds forty (40) in a week, and then overtime pay. For such appearances outside the Bloomington-Normal area, travel time will also be compensated.

Section 10 - Travel Time:

Mandatory training conducted within the County limits shall be compensated for actual class time only. However, all mandatory training conducted outside the County limits shall be compensated for travel time in addition to actual class time.

Section 11 - Corrective Action:

Failure to follow the proper procedures in the Article shall be corrected by assigning the missed employee(s) at the next opportunity.

Section 12 - ACA Coordinator:

From time-to-time a Correction Officer or Sergeant may be utilized to coordinate the ACA Accreditation process. When this occurs, and, if such an assignment affects the ability for a Correctional Officer or Sergeant in taking off benefit time, the Overtime procedure shall be utilized in order to maintain minimum staffing. This provision shall only apply to the shift supplying the ACA Coordinator. Whenever possible, the ACA Coordinator will do ACA duties on that employee's bid shift.

Section 13 - Standby:

If the Employer designates an employee to be on standby under the condition that the employee remains accessible by telephone contact, then the employee shall be paid for such standby at the straight time rate of pay.

ARTICLE 30

WAGES

Section 1 - Wage Rates:

The wage rates for all employees for the duration of this Agreement are included in Appendix "C" (Wage Schedule). The rate for each employee shall be determined by his position classification and seniority, as detailed in Article 15. Longevity increases each year in accordance with the wage schedule shall be effective on the first day of the biweekly pay period during which the employee's anniversary date occurs. The Employer agrees to grandfather Curtis Anders for purposes of longevity payment. Any employee assigned to perform the duties as an Acting Sergeant will receive compensation at the same Sergeant's rate of pay equal to their years of service at the rate of two (2) hours straight-time pay for every eight (8) hours worked.

Section 2 - Relationships Among the Wage Rates:

For purposes of this Agreement, the agreed change for the next year wage rate is applied to each step of the wage schedule.

ARTICLE 31

SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

ARTICLE 32
COMPLETE AGREEMENT

The parties acknowledge that, during the negotiations which preceded this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 33
DURATION

Section 1 - Term of Agreement:

This Agreement shall be effective from January 1, 2006 and shall remain in full force and effect until December 31, 2008. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party or the other party not more than one hundred and twenty (120) days, nor less than ninety (90) days, prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the actual date of receipt.

Section 2 - Continuing Effect:

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

Section 3 - Re-opener

The parties agree that if either side decides to reopen negotiations making any changes in the agreement, the other party may so notify the other at least ninety (90) days, but not more than one hundred and twenty (120) days, prior to the expiration of this Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable time as are agreeable to both parties for the purpose of negotiation. All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested. Any impasses at said negotiations shall be resolved by invoking the procedures of 5 ILCS 315/14.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures
this 17th day of October, 2006.

FOR THE EMPLOYER:

[Signature]
County Board Chairman

[Signature]
County Clerk

[Signature]
Sheriff

FOR THE UNION:

[Signature]
Field Representative, IFOPLC

[Signature]
Unit Chairman

[Signature]
Committee Member

[Signature]
Committee Member

[Signature]
Committee Member

[Signature] #6220
Committee Member

[Signature] #10773
Committee Member

[Signature] #9131
Committee Member

[Signature] #696

APPENDIX - A
DUES AUTHORIZATION FORM

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, hereby authorize my employer, the County of McLean, Illinois/McLean County Sheriff's office to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct.

Date: _____

Signed: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attention: Accounting/Business Manager
974 Clocktower Drive
Springfield, Illinois 62704

(217) 698-9433

**APPENDIX - B
GRIEVANCE FORM**

(Use additional sheets where necessary)

Department: _____ Date Filed: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative

**APPENDIX - C-1
WAGE SCHEDULE**

CORRECTIONAL OFFICER (4103)

Correctional Officer		4103				
Step	2006 Rate	2006 Annual	2007 Rate	2007 Annual	2008 Rate	2008 Annual
1	\$15.0399	\$31,283	\$15.5207	\$32,283	\$16.0014	\$33,283
2	\$15.7736	\$32,809	\$16.3024	\$33,909	\$16.7832	\$34,909
3	\$16.0745	\$33,435	\$16.6034	\$34,535	\$17.0841	\$35,535
4	\$16.3750	\$34,060	\$16.9038	\$35,160	\$17.3846	\$36,160
5	\$16.7721	\$34,886	\$17.2048	\$35,786	\$17.6856	\$36,786
6	\$17.0731	\$35,512	\$17.6260	\$36,662	\$18.1067	\$37,662
7	\$17.3736	\$36,137	\$17.9264	\$37,287	\$18.4072	\$38,287
8	\$17.6745	\$36,763	\$18.2274	\$37,913	\$18.7082	\$38,913
9	\$17.9755	\$37,389	\$18.5284	\$38,539	\$19.0091	\$39,539
10	\$18.2760	\$38,014	\$18.8288	\$39,164	\$19.3096	\$40,164
11	\$18.5769	\$38,640	\$19.1298	\$39,790	\$19.6106	\$40,790
12	\$18.8779	\$39,266	\$19.4308	\$40,416	\$19.9115	\$41,416
13	\$19.1784	\$39,891	\$19.7313	\$41,041	\$20.2120	\$42,041
14	\$19.4793	\$40,517	\$20.0322	\$41,667	\$20.5130	\$42,667
15	\$19.7803	\$41,143	\$20.3072	\$42,239	\$20.7880	\$43,239
16	\$20.0808	\$41,768	\$20.6337	\$42,918	\$21.1144	\$43,918
17	\$20.3817	\$42,394	\$20.9346	\$43,544	\$21.4154	\$44,544
18	\$20.6827	\$43,020	\$21.2356	\$44,170	\$21.7163	\$45,170
19	\$20.9832	\$43,645	\$21.5361	\$44,795	\$22.0168	\$45,795
20	\$21.1880	\$44,071	\$21.7168	\$45,171	\$22.1976	\$46,171
21	\$21.4889	\$44,697	\$22.0178	\$45,797	\$22.4986	\$46,797
22	\$21.7894	\$45,322	\$22.3183	\$46,422	\$22.7990	\$47,422
23	\$22.0904	\$45,948	\$22.6192	\$47,048	\$23.1000	\$48,048

**APPENDIX - C - 2
WAGE SCHEDULE**

CORRECTIONAL SERGEANT (4104)

Correctional Sergeant		4104		2007	2008	2008
Step	2006 Rate	2006 Annual	2007 Rate	2007 Annual	2008 Rate	2008 Annual
1	\$20.6952	\$43,046	\$21.2721	\$44,246	\$21.8490	\$45,446
2	\$21.7101	\$45,157	\$22.2870	\$46,357	\$22.8639	\$47,557
3	\$22.1240	\$46,018	\$22.7010	\$47,218	\$23.2779	\$48,418
4	\$22.5380	\$46,879	\$23.1149	\$48,079	\$23.6918	\$49,279
5	\$22.9519	\$47,740	\$23.5288	\$48,940	\$24.1058	\$50,140
6	\$23.4861	\$48,851	\$24.0630	\$50,051	\$24.6399	\$51,251
7	\$23.9000	\$49,712	\$24.4769	\$50,912	\$25.0538	\$52,112
8	\$24.3139	\$50,573	\$24.8909	\$51,773	\$25.4678	\$52,973
9	\$24.7279	\$51,434	\$25.3048	\$52,634	\$25.8817	\$53,834
10	\$25.1418	\$52,295	\$25.7188	\$53,495	\$26.2957	\$54,695
11	\$25.5558	\$53,156	\$26.1327	\$54,356	\$26.7096	\$55,556
12	\$25.9692	\$54,016	\$26.5462	\$55,216	\$27.1231	\$56,416
13	\$26.3832	\$54,877	\$26.9601	\$56,077	\$27.5370	\$57,277
14	\$26.7971	\$55,738	\$27.3740	\$56,938	\$27.9510	\$58,138
15	\$27.2111	\$56,599	\$27.7880	\$57,799	\$28.3649	\$58,999
16	\$27.6250	\$57,460	\$28.2019	\$58,660	\$28.7788	\$59,860
17	\$28.0389	\$58,321	\$28.6159	\$59,521	\$29.1928	\$60,721
18	\$28.4529	\$59,182	\$29.0298	\$60,382	\$29.6067	\$61,582
19	\$28.8668	\$60,043	\$29.4438	\$61,243	\$30.0207	\$62,443
20	\$29.1563	\$60,645	\$29.7332	\$61,845	\$30.3101	\$63,045
21	\$29.5745	\$61,515	\$30.1514	\$62,715	\$30.7284	\$63,915
22	\$29.9885	\$62,376	\$30.5654	\$63,576	\$31.1423	\$64,776
23	\$30.4019	\$63,236	\$30.9788	\$64,436	\$31.5558	\$65,636

APPENDIX - C - 3
WAGE SCHEDULE

CONTROL OPERATOR (4107)

Control Operator	4107					
Step	2006 Rate	2006 Annual	2007 Rate	2007 Annual	2008 Rate	2008 Annual
1	\$13.7899	\$28,683	\$14.2226	\$29,583	\$14.6553	\$30,483
2	\$14.0572	\$29,239	\$14.4899	\$30,139	\$14.9226	\$31,039
3	\$14.3250	\$29,796	\$14.7577	\$30,696	\$15.1904	\$31,596
4	\$14.5928	\$30,353	\$15.0255	\$31,253	\$15.4582	\$32,153
5	\$14.8601	\$30,909	\$15.2928	\$31,809	\$15.7255	\$32,709
6	\$15.1279	\$31,466	\$15.5606	\$32,366	\$15.9933	\$33,266
7	\$15.3952	\$32,022	\$15.8279	\$32,922	\$16.2606	\$33,822
8	\$15.6630	\$32,579	\$16.0957	\$33,479	\$16.5284	\$34,379
9	\$15.9308	\$33,136	\$16.3635	\$34,036	\$16.7962	\$34,936
10	\$16.1981	\$33,692	\$16.6308	\$34,592	\$17.0635	\$35,492
11	\$16.4659	\$34,249	\$16.8986	\$35,149	\$17.3313	\$36,049
12	\$16.7337	\$34,806	\$17.1663	\$35,706	\$17.5990	\$36,606
13	\$17.0010	\$35,362	\$17.4337	\$36,262	\$17.8663	\$37,162
14	\$17.2688	\$35,919	\$17.7014	\$36,819	\$18.1341	\$37,719
15	\$17.5361	\$36,475	\$17.9688	\$37,375	\$18.4014	\$38,275
16	\$17.8038	\$37,032	\$18.2365	\$37,932	\$18.6692	\$38,832
17	\$18.0716	\$37,589	\$18.5043	\$38,489	\$18.9370	\$39,389
18	\$18.3389	\$38,145	\$18.7716	\$39,045	\$19.2043	\$39,945
19	\$18.6067	\$38,702	\$19.0394	\$39,602	\$19.4721	\$40,502
20	\$18.8740	\$39,258	\$19.3067	\$40,158	\$19.7394	\$41,058
21	\$19.1418	\$39,815	\$19.5745	\$40,715	\$20.0072	\$41,615
22	\$19.4096	\$40,372	\$19.8423	\$41,272	\$20.2750	\$42,172
23	\$19.6769	\$40,928	\$20.1096	\$41,828	\$20.5423	\$42,728

**APPENDIX - C - 4
WAGE SCHEDULE**

COOK I (9007)

Cook Step	I	9007		2007 Rate	2007 Annual	2008 Rate	2008 Annual
		2006 Rate	2006 Annual				
1		\$11.3341	\$23,575	\$11.6947	\$24,325	\$12.0553	\$25,075
2		\$11.5543	\$24,033	\$11.9149	\$24,783	\$12.2755	\$25,533
3		\$11.7745	\$24,491	\$12.1351	\$25,241	\$12.4957	\$25,991
4		\$11.9942	\$24,948	\$12.3548	\$25,698	\$12.7154	\$26,448
5		\$12.2144	\$25,406	\$12.5750	\$26,156	\$12.9356	\$26,906
6		\$12.4341	\$25,863	\$12.7947	\$26,613	\$13.1553	\$27,363
7		\$12.6543	\$26,321	\$13.0149	\$27,071	\$13.3755	\$27,821
8		\$12.8745	\$26,779	\$13.2351	\$27,529	\$13.5957	\$28,279
9		\$13.0942	\$27,236	\$13.4548	\$27,986	\$13.8154	\$28,736
10		\$13.3144	\$27,694	\$13.6750	\$28,444	\$14.0356	\$29,194
11		\$13.5341	\$28,151	\$13.8947	\$28,901	\$14.2553	\$29,651
12		\$13.7543	\$28,609	\$14.1149	\$29,359	\$14.4755	\$30,109
13		\$13.9745	\$29,067	\$14.3351	\$29,817	\$14.6957	\$30,567
14		\$14.1942	\$29,524	\$14.5548	\$30,274	\$14.9154	\$31,024
15		\$14.4144	\$29,982	\$14.7750	\$30,732	\$15.1356	\$31,482
16		\$14.6341	\$30,439	\$14.9947	\$31,189	\$15.3553	\$31,939
17		\$14.8543	\$30,897	\$15.2149	\$31,647	\$15.5755	\$32,397
18		\$15.0745	\$31,355	\$15.4351	\$32,105	\$15.7957	\$32,855
19		\$15.2942	\$31,812	\$15.6548	\$32,562	\$16.0154	\$33,312
20		\$15.5144	\$32,270	\$15.8750	\$33,020	\$16.2356	\$33,770
21		\$15.7341	\$32,727	\$16.0947	\$33,477	\$16.4553	\$34,227
22		\$15.9543	\$33,185	\$16.3149	\$33,935	\$16.6755	\$34,685
23		\$16.1745	\$33,643	\$16.5351	\$34,393	\$16.8957	\$35,143

**APPENDIX - C - 5
WAGE SCHEDULE**

COOK II (9008)

Cook Step	II	9008		2008		
	2006 Rate	2006 Annual	2007 Rate	2007 Annual	2008 Rate	2008 Annual
1	\$14.4005	\$29,953	\$14.8572	\$30,903	\$15.3139	\$31,853
2	\$14.6798	\$30,534	\$15.1365	\$31,484	\$15.5933	\$32,434
3	\$14.9591	\$31,115	\$15.4159	\$32,065	\$15.8726	\$33,015
4	\$15.2385	\$31,696	\$15.6952	\$32,646	\$16.1519	\$33,596
5	\$15.5183	\$32,278	\$15.9750	\$33,228	\$16.4317	\$34,178
6	\$15.7976	\$32,859	\$16.2543	\$33,809	\$16.7111	\$34,759
7	\$16.0769	\$33,440	\$16.5337	\$34,390	\$16.9904	\$35,340
8	\$16.3563	\$34,021	\$16.8130	\$34,971	\$17.2697	\$35,921
9	\$16.6356	\$34,602	\$17.0923	\$35,552	\$17.5490	\$36,502
10	\$16.9149	\$35,183	\$17.3716	\$36,133	\$17.8284	\$37,083
11	\$17.1942	\$35,764	\$17.6510	\$36,714	\$18.1077	\$37,664
12	\$17.4740	\$36,346	\$17.9308	\$37,296	\$18.3875	\$38,246
13	\$17.7534	\$36,927	\$18.2101	\$37,877	\$18.6668	\$38,827
14	\$18.0327	\$37,508	\$18.4894	\$38,458	\$18.9462	\$39,408
15	\$18.3120	\$38,089	\$18.7688	\$39,039	\$19.2255	\$39,989
16	\$18.5913	\$38,670	\$19.0481	\$39,620	\$19.5048	\$40,570
17	\$18.8707	\$39,251	\$19.3274	\$40,201	\$19.7841	\$41,151
18	\$19.1500	\$39,832	\$19.6067	\$40,782	\$20.0635	\$41,732
19	\$19.4298	\$40,414	\$19.8865	\$41,364	\$20.3433	\$42,314
20	\$19.7091	\$40,995	\$20.1659	\$41,945	\$20.6226	\$42,895
21	\$19.9885	\$41,576	\$20.4452	\$42,526	\$20.9019	\$43,476
22	\$20.2678	\$42,157	\$20.7245	\$43,107	\$21.1813	\$44,057
23	\$20.5471	\$42,738	\$21.0038	\$43,688	\$21.4606	\$44,638


Members Sorensen/Selzer moved the County Board approve a Request for Approval of Collective Bargaining Agreement between Fraternal Order of Police Lodge 176 representing the Correctional Officers, Control Operators and Cooks, the McLean County Sheriff, and McLean County – County Administrator. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: I'll take this opportunity to advertise for the smoking ban public hearings. The schedule is found on page 135 in your packet. The next hearing will be on Thursday, in LeRoy at 7:00 p.m. at Water Tower Place.

Member Sorensen stated the General Report is located on pages 135-149.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, presented the following:

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	McLean County	X			
	Section	Fund Type	ITEP Number		
	05-00046-12-RP	HPS, SRF			

Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-301-07	HPP-0715(004)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name CH 8 / PJ Keller Highway Route FAS 473 Length _____
 Termini I-55 overpass at Lexington (approx. 1,550 feet west of the center of the FAI 55 structure to approx. 1,400 feet east of the center of the FAI 55 structure)
 Current Jurisdiction McLean County Existing Str. No. _____

Project Description

Pavement removal and reconstruction and pipe underdrains

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	800,000	(*)	200,000	(**)	800,000	(Bal)	1,800,000
Non-Participating Construction	()	()	()	()	()	()	()
Preliminary Engineering	()	()	()	()	144,000	(100)	144,000
Construction Engineering	()	()	()	()	117,000	(100)	117,000
Right of Way	()	()	()	()	()	()	()
Railroads	()	()	()	()	()	()	()
Utilities	()	()	()	()	()	()	()
TOTAL	\$ 800,000		\$ 200,000		\$ 1,061,000		\$ 2,061,000

*80% HPS funds not to exceed \$800,000 - to be paid first

**State Road funds not to exceed \$200,000 - to be paid second

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A—Lump Sum (95% of LA Obligation) _____

METHOD B—_____ Monthly Payments of _____

METHOD C—LA's Share Balance divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement;
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA;
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 95% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 95% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA.
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map, Exhibit 1 – County Resolution Acknowledging Jurisdiction and Maintenance Responsibility

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Michael Sweeney

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature 

Date _____

TIN Number 37-6001569

APPROVED

State of Illinois
Department of Transportation

Timothy W. Martin, Secretary

Date _____

Milton R. Sees, Director of Highways/Chief Engineer

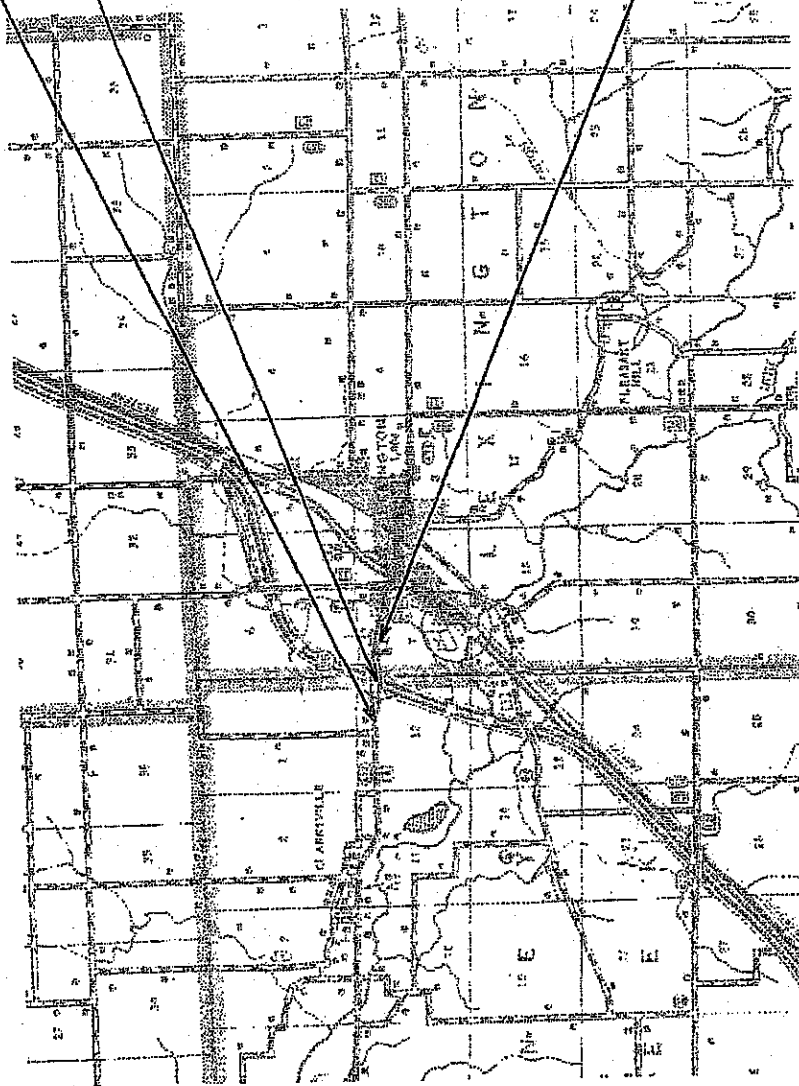
Ellen Schanzle-Haskins, Chief Counsel

Ann L. Schneider, Director of Finance and Administration

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

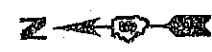
MCLEAN COUNTY
 LOCATION MAP
 I-55 OVERPASS AT LEXINGTON
 MCLEAN COUNTY HIGHWAY 8
 SECTION 05-00046-13-RP

BEGINNING STA: 36+74.14
 BRIDGE OMISSION
 265.56'
 STA: 48+66.95 TO 51+32.51
 ENDING STA: 63+99.57



2900E
 2800E
 2700E
 2600E
 2500E
 2400E
 2300E
 2200E
 2100E

2700N
 2600N
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 2300N
 2200N



ADDENDUM #1
LOCAL AGENCY AGREEMENT FOR
LEXINGTON – COUNTY HIGHWAY 8 (CH 8),
TOWANDA – COUNTY HIGHWAY 29 (CH 29) &
SHIRLEY – COUNTY HIGHWAY 34 (CH 34)
INTERSTATE 55 (I-55) INTERCHANGES

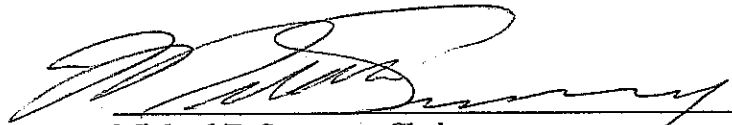
WHEREAS, the jurisdiction and maintenance of the roads across I-55 at the interchanges with CH 8 at Lexington, CH 29 at Towanda and CH 34 at Shirley have been in dispute for quite some years now as to whether they are the Illinois Department of Transportation's (IDOT's) or McLean County's to maintain, and;

WHEREAS, IDOT has pledged Four Hundred Ninety-six Thousand Dollars (\$496,000) for the improvement of these interchanges to be used in addition to the Eight Hundred Thousand (\$800,000) Federal High Priority Program Funds that have been secured for the improvement of these interchanges; now,

THEREFORE BE IT RESOLVED, by McLean County Board that McLean County does accept and have the jurisdiction and maintenance of said roadways across I-55 at CH 8 at Lexington, CH 29 at Towanda and CH 34 at Shirley. This does not include the structures.

ADOPTED by the McLean County Board on October 17, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS }
 }
 } SS
COUNTY OF MCLEAN }

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of the addendum adopted by the County Board at its monthly meeting held at Bloomington, Illinois on October 17, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois in said County this 17th day of October, 2006.

{SEAL}



Peggy Ann Milton, McLean County Clerk

Members Bass/Hoselton moved the County Board approve a Request for Approval of a Local Agency Agreement for Federal Participation and Addendum #1 – Sec 05-00046-12-RP – CH 8 / PJ Keller Highway – I-55 Overpass at Lexington. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Bass stated the following: our County Engineer, Mr. Jack Mitchell, received probably the highest award that can be given to any of the engineering people in our whole country. It is one of the top official recognitions that we know of. I think it is appropriate to give Mr. Mitchell a round of applause. Mr. Mitchell said thank you.

Member Bass stated the General Report could be found on pages 156-165.

PROPERTY COMMITTEE:
Member Bostic, Chairman, presented the following:

Agreement

WHEREAS, the County of McLean, a body corporate and politic, whose administrative offices are located in Room 401 at Government Center, 115 E. Washington Street, Bloomington, Illinois 61702-2400, as client, (hereinafter referred to as "COUNTY"), and Joe Abraham & Sons Vending, 921 Detweiller Drive, Peoria, Illinois 61615, as vendor, (hereinafter referred to as "ABRAHAM"), desire to enter into an agreement whereby ABRAHAM shall provide complete vending machine services of food and beverage items in various COUNTY facilities; and,

WHEREAS, COUNTY is currently under no contractual obligation with any firm for vending machine services in COUNTY facilities; and,

WHEREAS, COUNTY solicited vending machine services proposals on June 13, 2006, conducted a mandatory pre-proposal conference with all interested firms on June 28, 2006, received eight (8) proposals from area firms on July 14, 2006, performed reference checks for quality performance on all firms, reviewed the ability of each firm to provide food and beverage items desired by COUNTY, reviewed monthly commission rates as a percentage of total sales, and interviewed four (4) firms on August 23 - 24, 2006, based upon the depth of their proposals and the quality of all reference checks; and,

WHEREAS, ABRAHAM submitted a proposal to provide complete vending machine services to COUNTY for eighteen percent (18%) of total sales as monthly commission to COUNTY; and,

WHEREAS, the Property Committee of the McLean County Board approved the proposal of ABRAHAM;

NOW, THEREFORE, it is expressly agreed to by the parties as follows:

1. In accordance with the submitted proposal, ABRAHAM shall provide vending machine services at selected COUNTY facilities for an initial term beginning December 1, 2006, for a period of three (3) years, terminating on November 30, 2009.

2. The initial locations of vending machine services shall be as follows:

McLean County Law and Justice Center, 104 W. Front Street, Bloomington IL:

First Floor lobby:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One candy/snack machine dispensing candy, chips, crackers, cookies, and pastry items.

First Floor Sheriff's Department Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One cold beverage machine dispensing 12 oz. pop cans.
One machine dispensing candy, chips, cookies, crackers, and pastry items.
One machine dispensing frozen meal selections.
One machine dispensing refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

First Floor Sheriff's Department Jail Booking Secure Hallway:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles.
(Note: Metal pop cans are not allowed due to security reasons)

Third Floor Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One machine dispensing candy, chips, crackers, cookies, and pastry items.
One machine dispensing frozen food meal selections.
One machine dispensing refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

Third Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One machine dispensing candy, chips, crackers, cookies, and pastry items.
(No room for any more machines.)

Fourth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

(No room for any more machines.)

Fifth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

(No room for any more machines.)

Fifth Floor Jury Assembly Room 503:

One machine dispensing hot beverage selections (ex. coffee, tea, hot chocolate)
One "combo" machine dispensing cold beverages and snack food selections.
(No more room for any more machines.)

Sixth Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and
12 oz. pop cans. (No room for any more machines.)

Seventh Floor Main Concourse:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and
12 oz pop cans. (No room for any more machines.)

Note: At time of contract, the Law and Justice Center is undergoing a major remodeling project, involving the 7th floor, 6th floor, portions of other floors, and the 1st floor (2006-2007). At times machines may have to be removed from the facility, placed in temporary storage, then returned and reinstalled as soon as remodeling of that portion of the facility is completed. ABRAHAM agrees to work with COUNTY staff on these schedules and needs. COUNTY agrees to provide ABRAHAM ample notice for all schedules when staff learns of these needs from the general contractor.

Government Center, 115 E. Washington Street, Bloomington, IL:

Basement Dining Room Vending Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and
12 oz. pop cans, refrigerated juices, and other non-carbonated beverages,
including bottled water.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen meal items.

One machine dispensing refrigerated food items.

One machine dispensing hot beverage items such as coffee, tea, and hot
chocolates.

**(COUNTY invites ABRAHAM to recommend additional vending machines
and products suitable for installation in this area.)**

McLean County Health Department, 200 W. Front Street, Bloomington, IL

Second Floor Elevator Lobby:

One cold beverage machine dispensing 20 oz. resealable plastic bottles and 12 oz. cans.

One machine dispensing juices and non-carbonated beverages.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen meal items.

One machine dispensing fresh refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

McLean County Nursing Home, 901 N. Main Street, Normal, IL

Employee Lounge:

One cold beverage machine dispensing 20 oz. resealable plastic pop bottles and 12 oz. pop cans.

One machine dispensing candy, chips, crackers, cookies, and pastry items.

One machine dispensing frozen meal items.

One machine dispensing fresh refrigerated food items.

(COUNTY invites ABRAHAM to recommend additional vending machines and products suitable for installation in this area.)

3. **Compliances:** ABRAHAM agrees to ensure that all vending machines shall meet all federal, state, and local codes, laws, regulations, ordinances, certifications, and compliances including McLean County Health Department standards, as applicable, for temperature control of refrigerated and frozen food machines.
4. **Permits and Licenses:** ABRAHAM agrees to be responsible for any required vending machine permits, licenses, revenue stamps, and state inspections, if any, as applicable. Any applicable fees shall be the responsibility of ABRAHAM.
5. **Start-Up of Vending Service:** ABRAHAM agrees to work with COUNTY for a convenient schedule to arrange for delivery and installation of vending machines at each location.
6. **Vending Machine Repairs:** ABRAHAM agrees to perform needed repairs to their vending machines at their own expense and to perform needed repairs in a timely manner. Should repair parts availability exceed five (5) calendar days, ABRAHAM agrees to replace the vending machine with a similar unit as soon as it is determined that repairs will exceed five (5) calendar days.

7. **Monthly Commission Payments to COUNTY:** ABRAHAM agrees to pay COUNTY by the 15th day of each month a commission check of eighteen percent (18%) of total sales for the month just ended. A monthly sales report shall be included each month which identifies total sales by each vending machine. The monthly commission check shall contain a payment stub which shows the amount of commission by building. Failure to provide a monthly commission check to COUNTY shall be deemed a breach of contract. Commission checks shall be made payable to: **McLean County Treasurer**, and mailed to the below address:

McLean County Treasurer
Government Center – Mezzanine Level
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

8. **Length of Contract:** The initial term of this agreement shall be for three (3) years commencing on December 1, 2006, and terminating on November 30, 2009.
9. **Do No Damage:** ABRAHAM agrees to do no damage to COUNTY property during the agreement period and further agrees to reimburse COUNTY for any damage to any aspect of COUNTY property directly caused by vending machines or by servicing technicians. Repair calculations shall be performed by COUNTY and shall be binding upon ABRAHAM and beyond negotiation. Payment to COUNTY by ABRAHAM for calculated repairs shall be made by check to COUNTY within ten (10) days of receipt of damage repairs invoice.
10. **Restocking:** ABRAHAM agrees to monitor all vending machine locations and installations and shall restock depleted vending machine supplies and products to the satisfaction of COUNTY. ABRAHAM agrees to employ sufficient staff and vehicles to be used to replenish all vending machines in a timely manner. Normal restocking times shall be Monday – Friday, during the hours of 7:00 a.m. to 4:30 p.m. Should ABRAHAM desire different times, ABRAHAM may contact COUNTY staff to discuss and arrange. Most COUNTY facilities are closed on weekends.
11. **Vehicles:** ABRAHAM shall discuss with COUNTY staff agreeable places to park vending machine service vehicles.
12. **Tax Exempt Status:** COUNTY is a tax-exempt governmental entity.
13. **Non-Affiliation Clause:** Parties agree that no member of the McLean County Board or any other COUNTY official or employee shall have an interest in this agreement either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et. seq.

14. **Hold Harmless Provision:** ABRAHAM agrees to save and hold harmless COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind (including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY for any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

15. **Insurance Provisions:** In accordance with COUNTY insurance requirements, ABRAHAM agrees to provide the following insurance during the term of this agreement and any subsequent terms:

- a. Comprehensive General Liability Insurance for contractors to include Products and Completed Operations and Contractual Liability, with aggregate limits of no less than \$1,000,000.00.
- b. Automobile Liability Insurance covering all owned, leased, hired, and non-owned vehicles, with no less than \$1,000,000.00 aggregate limits.
- c. Statutory Worker's Compensation Insurance according to Illinois law.
- d. Employer's Liability with limits of no less than \$500,000.00 per occurrence.
- e. Such insurance shall be executed by insurance companies admitted in the state of Illinois and shall be in a form acceptable to COUNTY.
- f. The County of McLean and the McLean County Public Building Commission shall be named as "ADDITIONAL INSUREDS" on all required insurance coverages. A Certificate of Insurance evidencing such insurance shall be provided to COUNTY.

16. **Vending Items:** ABRAHAM agrees to provide vending machines and complete vending machine services, hot and cold beverages, snacks, healthy choice items (appropriately labeled with a sticker by each healthy choice selection), frozen and refrigerated meal items, as offered in their proposal submitted to COUNTY on July 14, 2006. Further, ABRAHAM agrees to meet with COUNTY at least once a month on a mutually agreeable date to discuss and review:

- a. Sales
- b. High-turn items
- c. Low-turn items

- d. Commission checks
- e. Special events calendar
- f. Equipment repairs
- g. Lost money
- h. Reimburse the lost money account
- i. Reports
- j. New items
- k. Healthy choice items
- l. Vending machine relocations or removals due to remodeling
- m. Cleanliness, burned out light bulbs, spoiled or out of date items
- n. Promotions

Additionally, ABRAHAM agrees to initially offer items, available from ABRAHAM's inventory of offerings, based upon a selection made by each building or department operator. The McLean County Health Department, the McLean County Nursing Home, Government Center, the McLean County Law and Justice Center, the Jury Commission (located on the fifth floor of the McLean County Law and Justice Center), and the McLean County Sheriff's Department (located on the first floor of the McLean County Law and Justice Center) will review available items and inform ABRAHAM of desired selections for the initial installation at these various locations in each facility.

17. **Lost Money Reimbursements:** ABRAHAM agrees to establish and maintain sufficient funds for a "lost money fund" at the following locations:

- a. The McLean County Law and Justice Center Facilities Management office to service the McLean County Law and Justice Center, Government Center, and the McLean County Health Department;
- b. The McLean County Nursing Home

Each of these two facilities will be supplied with appropriate ABRAHAM slips to use to record lost money events for reimbursements.

18. **Electrical and Plumbing Connections:** COUNTY shall be responsible for providing electrical and plumbing connections, as needed. Further, COUNTY shall be responsible for all water bills and electric bills associated with all vending machines installed at COUNTY facilities.

19. **Outages:** In the event of electrical or water service outages, whether or not caused by COUNTY, COUNTY shall not be responsible nor liable for lost sales, damaged items, spoiled products, vending machine repairs, or any liabilities pursuant to the foregoing. COUNTY agrees to notify ABRAHAM of any outages.

20. **Dollar Bill Changers:** ABRAHAM agrees to provide vending machines that accept one dollar and five dollar denominations of paper United States currency.
21. **COUNTY Notifications of Problems:** ABRAHAM agrees to provide a phone number for COUNTY to use to report any problems with the vending machines or products. ABRAHAM agrees to return the phone call in a timely manner to advice when repairs, if needed, will be implemented.
22. **Price Increases:** ABRAHAM agrees to discuss with COUNTY any desired price increases prior to price changes and to explain the reasons why price increases are being requested.
23. **Correspondence:**

If to COUNTY:
Director, Facilities Management
McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 phone

With Copies to:
County Administrator
Government Center – Room 401
115 E. Washington Street
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5110

If to ABRAHAM:
Mr. Joe Abraham
Joe Abraham & Sons Vending
921 Detweiller Drive
Peoria, Illinois 61615
(309) 689-0844 phone

24. **Assignment:** ABRAHAM shall not assign or in any manner transfer this agreement or any interest herein to any other entity during all terms of the agreement.
25. **Partial Invalidity:** In the event any term or condition of this agreement, or any extensions thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement, or any extensions thereof, or the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 17th day of October, 2006.

Page nine

APPROVED:

ABRAHAM:

By: Joe Abraham President
Joe Abraham, Owner

COUNTY:

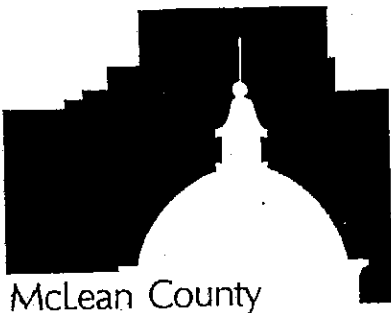
By: _____
Chairman, McLean County Board

ATTEST:

By: [Signature]

ATTEST:

By: _____
Clerk of the McLean County Board



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4201 FAX jack.moody@mcleancountyil.gov

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

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

Date: September 12, 2006

Subj: Proposed Vending Contract

On June 13, 2006, we solicited proposals from area vending machine service companies for providing vending machine services to County facilities. On June 28, 2006, we conducted a mandatory pre-proposal conference with all interested firms. A total of 10 firms attended this conference.

On July 14, 2006, we received eight (8) proposals from interested firms who desired to offer vending machine services to County facilities. Those firms included:

- Joe Abraham & Sons Vending
- Business Enterprise for the Blind
- Canteen Vending
- Heart of Illinois Vending
- Kutter's Tri-City Vending
- PGI Services Vending
- Raad Vending
- Redbird Vending

From July 14 - 27, 2006, we contacted and spoke with 90 client references of these eight firms to learn the quality of service from important perspectives.

From August 23 - 24, 2006, Mr. John Zeunik and I personally interviewed four (4) of these eight (8) firms to discuss their methods of vending services based upon their submitted proposal, level of commission, and reference checks. Those firms included:

- | | |
|----------------------------|------------------|
| Joe Abraham & Sons Vending | Canteen Vending |
| Heart of Illinois Vending | Kutter's Vending |

Page two

The interview process permitted McLean County to listen to each firm review and discuss their submitted proposal to provide vending machine services of food and beverage items in County facilities that currently have vending machines. Those facilities include:

The McLean County Law and Justice Center The McLean County Health Department
The McLean County Nursing Home Government Center

Topics we felt were important to discuss with each of these firms included:

- Ability to provide a variety of food and beverage selections
- Ability to provide superior service
- Ability to provide fresh and frozen meal selections
- Ability to successfully manage product spoilage, outdating, equipment repairs, and lost money
- Ability to offer Healthy Choice food and beverage selections
- Ability to offer food and beverage items desired by County employees
- Ability to successfully manage vending machine services to ensure machines function properly
- Percentage of commission based upon total sales
- Ability to provide accurate sales reports by location and machine corresponding to monthly commission checks
- Ability to offer food and beverage selections desired at one facility but not necessarily desired at all facilities
- Positive and negative comments made by current and previous customers of each firm
- Ability of McLean County to have a direct input into food and beverage selections

Based upon this comprehensive review process, and because we are not currently under an agreement with any vending company, we therefore request and recommend Joe Abraham & Sons Vending Company at a commission rate of eighteen percent (18%) of total sales.

We have enclosed an agreement for your kind review and approval which has been reviewed by Mr. Eric T. Ruud, First Assistant States Attorney, and has approved by Mr. Joe Abraham, owner.

We are pleased to answer any questions regarding this matter.

Thank you.

JEM: enclosure

**MCLEAN COUNTY FACILITIES
VENDING MACHINE PROPOSAL**

JOE ABRAHAM AND SONS VENDING
921 DETWEILLER DRIVE
PEORIA ILLINOIS 61615

JOE ABRAHAM AND SONS VENDING

921 Detweiller Drive Peoria IL 61615
(309) 689-0844 (800) 872-0416

Joe Abraham and Sons Vending welcomes this opportunity to bid on vending services at McLean County Facilities. Well into our third generation as a family-owned business, our attention to customer satisfaction has contributed to our success. We offer superior service, excellent product selection, knowledgeable employees, and an open line of communication with you, the customer. We are small enough for personalized service yet large enough to meet all your vending needs.

We realize you have a choice in the selection of your vending service. Our goal is to meet and exceed your expectations when the choice is *Abraham Vending*.

MACHINES AND RECOMMENDATIONS

We feel that these locations are best suited for universal soda machines rather than those offered by a brand name distributor. When only one producer's products are offered in a refreshment program the result is a potential loss of 60.8% of the drink loyalists who prefer something else. A universal machine allows us to carry both Coke and Pepsi products, as well as the other brands that together represent a third of the market. Our Dixie-Narco 501E machine is attractive, extremely reliable, and offers nine vending selections in plastic bottle or can, allowing us the freedom to tailor each machine to the tastes of its customers.

Our **Automated Products** hot drink machine dispenses freshly ground and brewed coffee, regular and decaffeinated, as well as original and French vanilla cappuccino and hot chocolate.

For snacks we use the **Automated Products 123 Snack Shop** machine, equipped with the GoldenEye guaranteed delivery system. The GoldenEye system consists of a sensor above the retrieval hopper that checks for falling product. If no product falls, the system automatically allows the consumer a choice between a refund and the same or another selection.

For refrigerated food items we use **Crane** carousel machines, the number one refrigerated machine brand. We would also like to make a freezer unit available to complement the snack and food machines on the 1st floor Sheriff's Department area as well as in other areas where space permits. In addition to ice cream these machines can carry a wide variety of microwaveable dinners and other food products.

All our machines use standard 110V outlets, and standard plumbing fixtures where applicable.

PRODUCT PRICING AND COMMISSION SCHEDULE

We guarantee our current pricing through December 2006. We strive to avoid price increases, but in the event that our costs increase we will work with the Facilities Director, who will approve all pricing increases in advance. Full disclosure of sales figures for each machine will be made available each month. *Abraham Vending* uses

CompuVend, the industry's leading software package, to track all inventory and sales data and to generate reports.

For your convenience we have included commission percentages at two price points:

LSS Chips	.70	7%	.80	12%
Small Chips	.60	7%	.70	12%
Candy	.65	7%	.70	12%
Pastry	.90	7%	1.00	12%
Gum	.45	7%	.50	12%
20oz Bottle	1.00	7%	1.10	12%
12oz Can	.60	7%	.65	12%
Juice/Tea	1.25	7%	1.35	12%
Gatorade	1.25	7%	1.35	12%
Water	1.00	7%	1.10	12%
Coffee (7oz/12oz)	.30/.40	7%	.35/.45	12%
Cappuccino	.35/.45	7%	.40/.45	12%

(ALL 18%)

Ice Cream Selections range from .75 to 1.25 with commissions as above

Frozen Food Selections range from 1.50 to 2.50 with commissions as above

Refrigerated Food Selections range from 1.00 to 2.50. There is no commission on refrigerator machines.

SERVICE SCHEDULE

Abraham Vending is known for immediate and prompt service. Our Drivers are uniformed and highly visible. They are trained to assist customers on the spot whenever needed. Our trucks are equipped with tools and supplies such as bulbs, cleaners, and replacement coin mechanisms, and the Drivers are qualified to make all but the most extensive repairs. In the event of a more serious problem our service department is available from 7 AM to 1 AM seven days a week. To meet and exceed your service expectations we intend to schedule two Drivers at each of the four locations daily. Monday thru Friday Drivers will be responsible for stocking product, refilling change, preventive maintenance and rotation of product, and bimonthly meetings with the Facilities Director. We will provide a refund bank to each building, to be replenished monthly or as needed. *Abraham Vending* is fully licensed and insured.

To address the six most common concerns regarding vending service:

- 1) Lost money will be refunded immediately every day from the refund bank available in each building. Our Drivers are expected to deliver refunds directly to the customers affected whenever possible.
- 2) Trapped items are frequently the result of improper loading of product. Our Drivers are trained to handle and load product in a way that minimizes hang-ups. Furthermore, the GoldenEye system guarantees delivery of product.
- 3) Daily filling of each machine should eliminate empty rows. If a particular product is consistently selling out we will promptly increase its inventory in the machine.

- 4) We understand that an unsightly machine affects the customer's faith in the quality of the products it carries. Therefore, our Drivers are expected to keep all machines spotless at all times. They carry a full supply of bulbs and cleaning supplies.
- 5) We do not tolerate out-of-date product. No less than two days before expiration all such items will be removed.
- 6) We guarantee that no machine will ever run out of change. Our machines are all capable of refilling their own coin stacks automatically with coins used by customers. In addition, our Drivers carry a bank at all times explicitly for the purpose of keeping the coin stacks full.

WELLNESS PROGRAM

We offer a complete line of low carb and low fat food choices to help maintain your healthy lifestyle. We anticipate that to ensure full compliance with the Employee Wellness Program we will begin with a goal of making at least 25% of the selections available in each machine 'healthy choices.' We make available to our customers fresh fruit and salad, a variety of juices, teas, and milk, and a full range of baked chips, granola bars, raisins, nuts, etc. Of course, we are committed to honoring the requests of our customers and to date there has been no product we have not been able to procure.

Below you will find a partial list of the food items we currently offer to our customers, with healthy choices in italics.

Italian Beef Sub
Ham and Turkey Club on Croissant
 Bacon and Swiss Charbroil
 Honey Pork on Kaiser
 Double Cheeseburger
 Ham and Cheese on Texas Toast
 Sausage, Egg and Cheese Biscuit
 Twin Chicken Sandwiches
 Sloppy Joe on Flatbread
 Super Poor Boy Sub
 Chuckwagon on Poppyseed
 Mushroom and Swiss Charbroil
 Twin Sausage Biscuits
Turkey and Swiss Sub
 Roast Beef on Poppyseed
 Honey Mustard Chicken on Sesame Seed
 Buffalo and Barbecue Chicken Wings
 Super BBQ
 White Castle Sliders
 Pizza Rolls and Slices
 Fettuccini Alfredo
 Salisbury Steak
 Meatloaf with Potatoes
 Easy French Fries and Mac 'n Cheese
Tropical Fruit Salad
Peach Slices
Mandarin Oranges
Strawberry Cereal Bars
Fresh Salads
Snackwells Wafers
 Nature Valley Granola
Pineapple and Raisin Muffins
Apples and Oranges
Skinny Cow Ice Cream Sandwiches
 Nestle Crunch Ice Cream Drumsticks
 Klondike Bars
 Snickers/3 Musketeers/Take 5 Ice Cream Bars
Tuna and Chicken Salad Sandwiches
 Buffalo Chicken on Kaiser
 Chicken Pot Pie
 Steak and Potato Burrito
 Beef and Cheese Soft Taco
World Gourmet Breakfast Bites
 Double Pork Chop Sandwich
Smart Choice White Popcorn

Italian Stacker on Focaccia
 Sourdough Hero
 Reuben on Rye
 Egg and Cheese on English Muffin
Blueberry Muffin
Nutrigrain Strawberry and Yogurt
 Apples and Caramel Crème Parfait
Sun Chips Harvest Cheddar
 Butch's White Garlic Pizza
 Deli Express Chicken Nuggets
Garden Pasta Salad
Fat-free Mini Pretzels
Berries and Cherries Fruit Snacks
Low Fat Fig Bars
V 8 Splash Fruit Medley
 Boston Baked Beans
Apple, Orange, and Cranberry Juice
Baked Lays Potato Chips
 Twin Chili Dogs
Grilled Chicken and Cheese
New York Bagels with Cream Cheese
Wheat Thins and Gardettos
Italian Panini with Peppers and Onions
Cheese on Wheat Crackers
 Bologna and Cheese Wedges
Chicken Noodle Soup
Beef Vegetable Soup
Sunflower Seeds
Planter's Nuts
 Chili
Ham and Swiss Lunchables
 Chocolate Moo Milk
 Beer Nuts
 Meatball Sub
 Sausage Griddlecakes
 Pizza Charbroil
Ruby Red Grapefruit Juice
Mom's Country Subs
Roast Beef and Cheddar on Onion Roll
 Red Chili and Cheese Burrito
 BBQ Pork Rib Sandwich
 Oriental Beef and Peppers with Rice
Hawaiian Grill
 Country Fried Steak with Gravy
Fish Filet with Cheese

REFERENCES

Cintas
2015 Eagle Road
Normal, Illinois
Katie 309-454-6737

Pheasant Lanes Bowling
804 Hersey
Bloomington, Illinois
Kevin 309-663-8556

The Chateau
1601 June Drive
Bloomington, Illinois 61204
Mary Ann Arnett 309-662-2020

Tazwell County Sheriff's Department
101 Capitol Street
Pekin, Illinois 61554
Jane Stouffer 309-478-5607

Smithfield RMH Food Group
375 Erie Avenue
Morton, Illinois
Roger Philli 309-266-1500 ext. 118

Champion Furnace
8021 N. Galena Road
Peoria, Illinois 61614
Joe Shane 309-685-1031

Associated Bank
411 Hamilton Street Suite 1927
Peoria, Illinois 61602
Susie Armstrong 309-370-1895

Landmark Recreation Center
3225 N. Dries Lane
Peoria, Illinois 61604
Doug Holmes 309-685-8200

Quality Metals Products
7006 N. Galena Road
Peoria, Illinois 61614
Gene Dunbar 309-692-8014

Degussa Goldschmidt
Route 24
Mapleton, Illinois
Randy Gordon 309-347-2167

Velde Ford
2200 N. 8th Street
Pekin, Illinois 61554
Jack Cahill 309-673-8583

BID FORM

BIDDER'S NAME **JOE ABRAHAM AND SONS VENDING**
BIDDER'S ADDRESS **921 DETWEILLER DRIVE**
CITY/STATE/ZIP CODE **PEORIA ILLINOIS 61615**
TELEPHONE NUMBER **309-689-0844**
EMAIL ADDRESS **ABRAHAMVENDING@YAHOO.COM**

TO: MCLEAN COUNTY

WE HAVE RECEIVED THE DOCUMENTS ENTITLED "REQUEST FOR PROPOSALS, VENDING MACHINE FOOD AND BEVERAGE SERVICES, MCLEAN COUNTY FACILITIES."

WE HAVE EXAMINED ALL DOCUMENTS AND THE LOCATIONS REFERENCED IN THE DOCUMENTS AND HAVE FAMILIARIZED OURSELVES WITH ALL NECESSARY SITE LOCATIONS.

IN SUBMITTING THE ENCLOSED PROPOSAL, WE AGREE:

1. TO HOLD OUR PROPOSAL VALID FOR A MINIMUM OF SIXTY (60) DAYS FROM THE DATE OF THE DEADLINE FOR RECEIPT OF ALL PROPOSALS.
2. TO ENTER INTO A THREE-YEAR CONTRACT WITH MCLEAN COUNTY BASED UPON OUR PROPOSAL.
3. TO FURNISH ALL REQUIRED REFERENCES IN ACCORDANCE WITH THE INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL PACKET.
4. THAT I AM AUTHORIZED BY MY FIRM TO SUBMIT PROPOSALS TO PROSPECTIVE CLIENTS.

BASE BID

18%

WE PROPOSE VENDING SERVICES AT STIPULATED MCLEAN COUNTY FACILITIES FOR *12%* (TWELVE PERCENT) OF TOTAL SALES AS COMMISSION TO MCLEAN COUNTY.

BIDDER'S PRINTED NAME AND TITLE Joseph Abraham Jr. President

BIDDER'S SIGNATURE Joseph Abraham Jr. Pres

Members Bostic/Ahart moved the County Board approve a Request for Approval of a Proposed Vending Contract between Joe Abraham and Sons Vending and McLean County for Vending Service to County Facilities – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report was on pages 187-194.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

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:

Steve Stockton, Mayor
City of Bloomington

Date: _____

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

Date: _____

APPROVED:

Michael Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

David G. Owens, Sheriff of
McLean County

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: _____

Members Renner/Rackauskas moved the County Board approve Requests for Approval of an Intergovernmental Agreements between the County of McLean and the City of Bloomington and the County of McLean and the Town of Normal for Booking Services – Sheriff's Department. Clerk Milton shows all Members present, except Member Moss who recused himself, voting in favor of the Motion. Motion carried.

**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:

APPROVED AS TO FORM:

Lisa Husan, General Counsel
Illinois State University

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

Date: _____

Date: _____

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University for Booking Services – Sheriff's Department. Clerk Milton shows all Members present, except Member Nuckolls who recused himself, voting in favor of the Motion. Motion carried.

**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: David Owens Date 10-26-06 David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: Jayce Futsch Date 10/30/06

McLean County Board:

By: Michael Sweeney Date 10/17/06
Michael Sweeney, Chairman

ATTEST:

Peggy Ann Milton Date 10/17/06
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois

Members Renner/Gordon moved the County Board approve a Request for 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 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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.

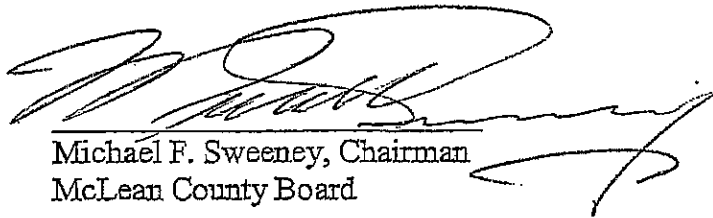
10) TERMINATION.

- 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 10/17/06

Date 10/17/06

McLEAN COUNTY SHERIFF'S DEPARTMENT


David Owens, Sheriff

Date 10-26-06

Members Renner/Ahart moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the McLean County Sheriff's Department and the Law and Justice Commission, MTU #8 – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

MCLEAN COUNTY - GRANT INFORMATION FORM

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

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

Responsible Personnel for Grant Reporting and Oversight:

Mike Emery (Mike Emery)
Department Head Signature

9/27/06
Date

Jodi L. 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.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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-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 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

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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).

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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 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:

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- 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:

*McLean County on behalf of the McLean County Sheriff's Office
Domestic Violence Multi Disciplinary Team Program
Agreement #602371*

- 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 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 <u>80</u> 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"> ➤ <u>80</u> 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"> ➤ <u>80</u> 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"> ➤ <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 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"> ➤ <u>85</u> 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"> ➤ <u>40</u> 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"> ➤ <u>80</u> 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

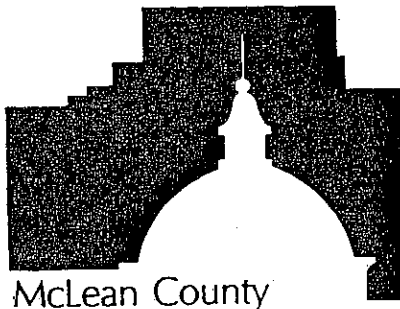
should indicate the activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

Activity	Month Began	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 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



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

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

Members Renner/Harding moved the County Board approve a Request for Approval of Agreement #602371 "McLean County Domestic Violence Multi-Disciplinary Team Program" between the Sheriff's Department and the Illinois Criminal Justice Information Authority – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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: \$141,599 (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 colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>2.6</td> </tr> <tr> <td>Personnel Cost</td> <td>\$115,053</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$26,066</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$141,119</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$0</td> </tr> <tr> <td>Equipment</td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>\$480</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$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	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	2.6																										
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Total Additional Expenses	\$0																										
GRANT TOTAL	\$141,599																										
		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:

 (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:

FUND FRY 03 VAWA Funds \$ 95,482.00
Matching Funds \$ 31,827.00
Over-Matching Funds \$ 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 P. Sweeney
TITLE: McLean County Board Chairman
TELEPHONE: 309-888-5110

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

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

ADDRESS: 104 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-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 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.

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 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

Members Renner/Ahart moved the County Board approve a Request for 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 – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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 17th day of Oct., 20 06 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

17th day of October, 20 06.

ATTEST:


County Clerk


Chairman

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
DuPAGE 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:

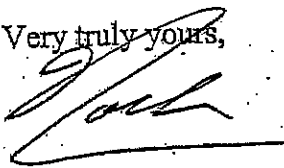
1. Criminal and civil appeals;
2. Assistance at trial and appeal of tax objection cases;
3. Labor matters arising under the Illinois Public Labor Relations Act;
4. Specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis 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

Members Renner/Owens moved the County Board approve a Request for Approval of a Resolution Approving McLean County's continued Participation with the State of Illinois Appellate Prosecutor's Office – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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.

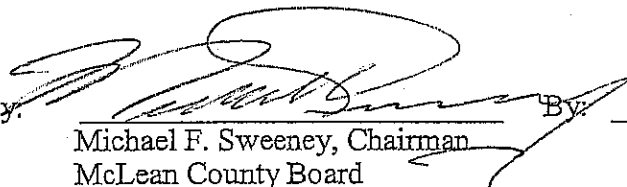
XVI. NOTICE OF CHANGE IN CIRCUMSTANCES

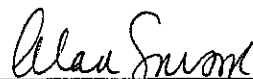
- A. In the event that Chestnut, its parent or related corporate entity, becomes a party to any litigation, investigation, or transaction that may reasonably be considered to have a material impact on the Chestnut's ability to perform under this Contract, Chestnut shall immediately notify the County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

XVII. SIGNATURES

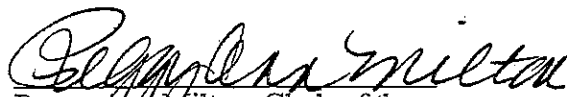
APPROVED:

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

BUDGET

Proposed Budget for up six Drug Court Clients, treated at Chestnut Facility.

Personnel	Salary	Fringe	Total
.75 FTE Coordinator	\$33,750	\$ 9,450	\$43,200
Medical Records Clerk (\$10.50 hr./ hrs. wk.)	\$ 0	\$ 0	\$ 0
.5 FTE Support Staff (\$9.50 hr./ hrs. wk.)	\$ 0	\$ 0	\$ 0
<u>Physician</u> (\$140.00 hr./hrs. per wk.)	\$ 0	0	0
Total			\$43,200

Administrative Expenses

Insurance, printing, travel/continuing ed., Phone/pager	\$ 0
Computer Support (\$50.00 per mth.)	\$ 0
Acctg./Financial (\$325 per mth.)	\$ 0
Management (\$350 per mth.)	\$ 0
Total	\$ 0

Revenue (3% of Admin. And Personnel Costs) **\$ 0**

Total Annual Budget **\$ 43,200**

Estimated Monthly Payment

Personnel Monthly Costs =	(\$43,200/12)	\$ 3,600
Administrative Monthly Costs =	(\$0)	\$ 0
Total Estimated Monthly Charge		\$ 3,600

**ESTIMATED MCLEAN COUNTY
DRUG COURT BUDGET**

Proposed Budget for up to 40 Drug Court Clients, treated at McLean County Facility using County equipment, including computers.

Personnel	Salary	Fringe	Total
.75 FTE Coordinator	\$33,750	\$ 9,450	\$43,200
Counselor 1	\$35,000	\$ 9,800	\$44,800
Counselor 2	\$33,000	\$ 9,240	\$42,240
Medical Records Clerk (\$10.50 hr./5 hrs. wk.)	\$ 2,730	\$ 765	\$ 3,495
.5 FTE Support Staff (\$9.50 hr./20 hrs. wk.)	\$ 9,880	\$ 2,766	\$12,646
<u>Physician</u> (\$140.00 hr./75 hrs. per wk.)	\$ 5,460		\$ 5,460
Total			\$ 151,841

Administrative Expenses

Insurance, printing, travel/continuing ed., Phone/pager	\$ 2,000
Computer Support (\$50.00 per mth.)	\$ 600
Acctg./Financial (\$325 per mth.)	\$ 3,900
Management (\$350 per mth.)	\$ 4,200
Total	\$ 10,700

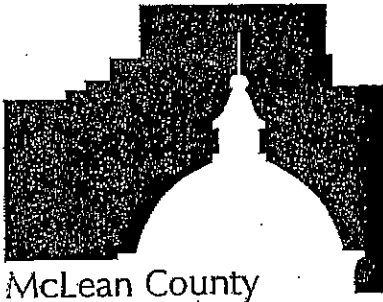
Revenue (3% of Admin. And Personnel Costs) \$ 4,876

Total Annual Budget \$167,417

Estimated Monthly Payment

Personnel Monthly Costs =	(\$151,841/12)	\$ 12,654
Administrative Monthly Costs =	(\$15,576/12)	\$ 1,298
Total Estimated Monthly Charge		\$13,952

This estimate does not include cost for evaluation services from Chestnut's Lighthouse Institute.



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.

Members Renner/Cavallini moved the County Board approve a Request for Approval of an Interagency Agreement between McLean County and Chestnut Health System, Inc. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

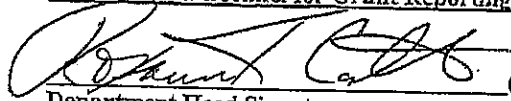
Requesting Agency or Department: McLean County Adult Court Services		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input type="checkbox"/> Federal, CFDA #: 16-588 <input type="checkbox"/> State <input type="checkbox"/> Other	
Grant Title: McLean County Multidisciplinary Response Team		Grant Date: Start: 09/01/2006 End: 08/31/2007	
Grant Amount: \$105,386		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: \$21,821 Overmatch: \$18,103		Expected Initial Receipt Date: As soon as these continuations are sent back to ICJIA	
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 checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" 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 colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>2.1</td> </tr> <tr> <td>Personnel Cost</td> <td>\$84,482</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$20,904</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$105,386</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$0</td> </tr> <tr> <td>Equipment</td> <td>\$0</td> </tr> <tr> <td>Other</td> <td>\$0</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$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	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	2.1																										
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Equipment	\$0																										
Other	\$0																										
Total Additional Expenses	\$0																										
GRANT TOTAL	\$105,386																										
		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:

 (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 _____	287	Date _____
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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:

FUND: FFY 04 VAWA Funds: \$ 65,462.00
Matching Funds: \$ 21,321.00
Over-Matching Funds: \$ 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: 309-888-5130

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@mcleancountyl.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@mcleancountyl.gov

PROGRAM CONTACT PERSON: Dallas Lyle
TITLE: Deputy Director
TELEPHONE: 309-888-5360
FAX: 309-888-5434
E-MAIL: Dallas.lyle@mcleancountyl.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;

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- 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:

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- Individual	x	Governmental
- Sole Proprietor	-	Nonresident alien
- Partnership/ Legal Corporation	-	Estate or trust
- Tax-exempt	-	Pharmacy (Non-Corp.)
- Corporation providing or billing medical and/or health care services	-	Pharmacy/Funeral Home/Cemetery (Corp.)
- Corporation NOT providing or billing medical and/or health care services	-	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 unfunded 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

Members Renner/Ahart moved the County Board approve a Request for Approval of Agreement #604174 "McLean County Domestic Violence Multi-Disciplinary Team Program" between Court Services and the Illinois Criminal Justice Information Authority – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

NORTHROP GRUMMAN E*Justice System™
Work Order #18

INTEGRATED JUSTICE INFORMATION SERVICES (IIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #18

This is a Work Order which defines certain Services to be performed by Northrop Grumman Information Technology, Inc., (formerly Northrop Grumman Space and Mission Systems Corporation), hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and NORTHROP GRUMMAN.

Consulting Services Topic:

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

Objectives of Consulting Services:

To provide professional services to include additional requirements to Phase II of the McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

Location of Consulting Services:

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E*Justice System.

Activities to be Performed:

NORTHROP GRUMMAN will perform the following services:

- Prepare and deliver the Deliverable Materials set forth below.
- Software development and implementation of any enhancements identified and subsequently approved for implementation by the County as a result of this Work Order shall be performed following mutual agreement on price, scope and schedule for implementing said enhancements.

Deliverable Materials:

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order.

- Functional Requirements Definition Documents for additional Phase II requirements.

- Fixed Price Proposal for the development and implementation of the additional Phase II requirements as approved by the County for the E*Justice System.
- Software Enhancements as defined in the Functional Requirements Definition Documents.

Work Order Price:

In accordance with Attachment A (Payment Schedule), the price for this Work Order is \$170,502 (One Hundred Seventy Thousand Five Hundred Two Dollars).

Price/Invoice and Payment:

NORTHROP GRUMMAN will invoice the COUNTY for based on the attached payment schedule. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: NORTHROP GRUMMAN- SODAS
550 W. Van Buren Street 14th Floor
Lockbox 088028
Chicago, IL 60607

Completion Date:

Upon execution of this agreement, the Services in this Work Order shall begin on or after October 02, 2006 and shall be completed no later than December 31, 2006.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

Work Order #18

NORTHROP GRUMMAN
INFORMATION TECHNOLOGY, INC.
12005 Sunrise Valley Drive
MS C202
Reston, VA 20191

McLEAN COUNTY, ILLINOIS
115 E. Washington Street
Bloomington, IL 61701

Signature / Date

Signature / Date

Printer or Typed Name

Printed or Typed Name

Title

Title

**PAYMENT SCHEDULE
ATTACHMENT A**

<i>Month</i>	<i>Invoice Date</i>	<i>Amount</i>
December	12/4/2006	\$ 113,668.00
January	1/2/2007	\$ 56,834.00
TOTAL		\$ 170,502.00

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
County General Fund 0001, Information Services Department 0043**

WHEREAS, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Information Services Department; and,

WHEREAS, on February 20, 1995, the McLean County Board approved a Resolution in Support of the Design, Development, and Implementation of an Integrated Justice Information System; and,

WHEREAS, on May 17, 2005, the McLean County Board approved a Resolution Establishing the Budget Policy for Fiscal Year 2006; and,

WHEREAS, the Resolution Establishing the Budget Policy for Fiscal Year 2006 provides that if the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, then these excess funds may be appropriated for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project; and,

WHEREAS, the Justice Committee, at a Special Committee meeting on October 17, 2006, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$170,502.00 to fund Work Order #18 to the Master Consulting Services Agreement with Northrop Grumman Information Technology, Inc., Reston, Virginia, for the design, development and implementation of an Integrated Justice Information System; and,

WHEREAS, the Executive Committee, at a Special Committee meeting on October 17, 2006, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$170,502.00 to fund Work Order #18 to the Master Consulting Services Agreement with Northrop Grumman Information Technology, Inc., Reston, Virginia, for the design, development and implementation of an Integrated Justice Information System; and,

WHEREAS, the McLean County Board, at its regular meeting on October 17, 2006, approved Work Order #18 to the Master Consulting Services Agreement with Northrop Grumman Information Technology, Inc., Reston, Virginia, for the design, development and implementation of an Integrated Justice Information System; now therefore,

(2)

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make the following Emergency Appropriation from the unencumbered fund balance of the County's Corporate General Fund 0001 in the amount of \$170,502.00:

<u>LINE ITEM ACCOUNT</u>	<u>ADOPTED BUDGET</u>	<u>ADDED EXPENSE</u>	<u>AMENDED BUDGET</u>
County Board Unappropriated Fund Balance 0001-0001-0001-0400.0000	\$ 0.00	\$170,502.00	\$170,502.00

2. That the County Auditor is directed to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance by increasing the following line-item appropriation in the Information Services Department by the following amount:

<u>LINE ITEM ACCOUNT</u>	<u>ADOPTED BUDGET</u>	<u>ADDED EXPENSE</u>	<u>AMENDED BUDGET</u>
Information Services Contract Services 0001-0043-0047-0706.0001	\$681,500.00	\$170,502.00	\$852,002.00

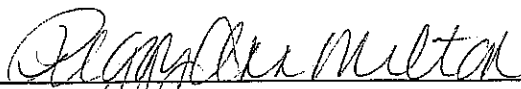
Total: \$170,502.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Circuit Clerk, Director of Information Services and the County Administrator.

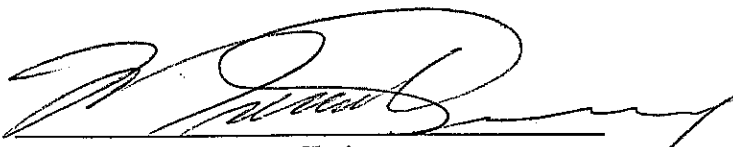
ADOPTED by the McLean County Board this 17th day of October, 2006.

ATTEST:

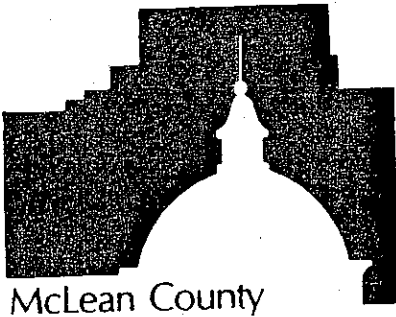
APPROVED:



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



 Michael F. Sweeney, Chairman
 McLean County Board



INFORMATION SERVICES

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

115 E. Washington, Room 202 P.O. Box 2400

Bloomington, Illinois 61702-2400

Memo

To: McLean County Justice Committee and McLean County Board
From: Craig Nelson, Director of Information Services
Date: October 10, 2006
Re: Work Order 18 for Integrated Justice Information System Project

During this year, the primary focus of the Integrated Justice Information Project Team has been to load the civil case data from the Circuit Clerk's office into the integrated justice software product (EJS). We are nearly ready to do so.

In testing this process and its results, Information Services, the office of the Circuit Clerk and the McLean County Jail identified nine vital requirements that need to be addressed in order to achieve our goal. These nine issues were forwarded to Northrop Grumman for review and estimation in late August. Unfortunately, the approval layers within an organization the size of Northrop Grumman result in delays in receiving a final proposal to complete this work. We did not receive a working document from Northrop Grumman until Monday, October 2nd, after the Justice Committee had already begun its meeting.

At our request, Northrop is prepared to address these issues before the close of our Fiscal Year 2006.

Several factors contribute to our belief that urgency is required in resolving these issues:

- The staff within the office of the Circuit Clerk has already been trained in the new software.
- We would like to begin Fiscal Year 2007 Civil financials in one system.
- Competing projects have been delayed in order to accommodate this need.
- The project manager from Northrop Grumman has been an essential part of this preparation and is likely to be unavailable after December due to a scheduled maternity leave.

On behalf of the Integrated Justice Information project team, I respectfully request approval of Work Order 18 and the accompanying Emergency Appropriation Ordinance.

Thank you.

Members Renner/Owens moved the County Board approve Requests for Approval of Integrated Justice Information Services (IJIS) Master Consulting Services Agreement – Information Services and an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance – County General Fund 0001, Information Services Department 0043. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report could be found on pages 333-352.

Member Renner stated the following: I want to remind everyone that we have a special Justice Committee meeting at 10:00 a.m. to handle the remaining budget items.

REPORT OF THE COUNTY ADMINISTRATOR:

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

OTHER BUSINESS AND COMMUNICATION:

There was none.

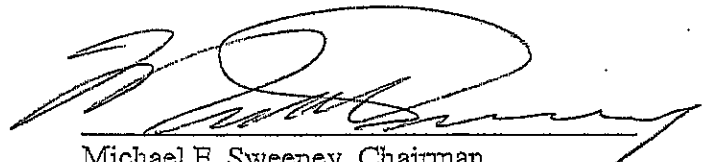
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

October 17, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$378,477.11	\$378,477.11
Finance		\$831,973.31	\$831,973.31
Human Services		\$355,960.88	\$355,960.88
Justice	\$584.45	\$1,970,749.65	\$1,971,334.10
Land Use		\$22,739.56	\$22,739.56
Property		\$4,050,259.90	\$4,050,259.90
Transportation		\$819,982.03	\$819,982.03
Health Board		\$374,836.28	\$374,836.28
T.B. Clinic		\$17,770.41	\$17,770.41
Disability Board		\$48,942.71	\$48,942.71
Total	\$584.45	\$8,871,691.84	\$8,872,276.29

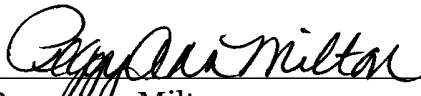

Michael F. Sweeney, Chairman
McLean County Board

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

Members Gordon/Bostic for adjournment until November 21, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:28 a.m.

Michael Sweeney
County Board Chairman

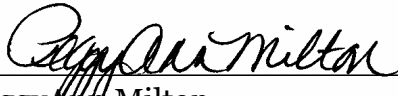


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 17th day of October, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 15th day of November, 2006.



Peggy Ann Milton
McLean County Clerk