



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center
September 10, 2002
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 13, 2002 and August 20, 2002
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

Chenoa Drainage District
Mr. Russell Johnson
27577 East 2900 North Road
Chenoa, Illinois 61726
Reappointed for a Three Year Term
To Expire the First Tuesday
in September, 2005

Lawndale-Cropsey Drainage District
Mr. Jeff Abbey
41266 East 2100 North Road
Cropsey, Illinois 61731
Reappointed for a Three Year Term
To Expire the First Tuesday
in September, 2005

White Star Drainage District

Mr. Robert Borngasser
Rural Route 1, Box 111
Arrowsmith, Illinois 61722
Reappointed for a Three Year Term
To Expire the First Tuesday
in September, 2005

Mid-Central Community Action, Inc.

Ms. P.A. "Sue" Berglund
1019 East Olive Street
Bloomington, Illinois 61701
Reappointed for a Two Year Term
To Expire October 1, 2004

Mr. Benjamin Owens
21 Bay Pointe Drive
Bloomington, Illinois 61701
Reappointed for a Two Year Term
To Expire October 1, 2004

Lantz Cemetery District

Mr. Jerome Denzer
10136 East 1800 North Road
Bloomington, Illinois 61704
Reappointed for a Six Year Term
To Expire August 31, 2008

Hinthorn Cemetery District

Ms. Wava Kaupp
P.O. Box 353
304 Parkway Court
Gridley, Illinois 61744
Reappointed for a Six Year Term
To Expire August 31, 2008

Public Building Commission

Mr. George Farnsworth
2709 McGraw Drive
Bloomington, Illinois 61701
Reappointed for a Five Year Term
To Expire October 1, 2007

b)

APPOINTMENTS:

Emergency Telephone Systems Board

Mr. Glenn Wilson

Appointed to Fulfill the Remainder of
a Four Year Term Vacated by
Steve Stockton. Appointment Term to
Expire the Third Tuesday in January, 2005

c)

RESIGNATIONS

NONE

2)

Items to be Presented for Committee Action:

- a) Request for Approval of a Resolution of Congratulations
for the Tri-Valley Angels Girls' Fastpitch Softball
Team 7
- b) Request for Approval of an Intergovernmental Agreement
Between the Village of Stanford and McLean County
to Implement and Support an Integrated Justice
Information System – Information Services Department 8-11

3)

Items to be Presented to the Board:

- a) Appointment to National Steering Committee –
Ms. P.A. "Sue" Berglund 12
- b) Monthly Status Report – Information Services 13
- c) General Report
- d) Other

B.

Land Use and Development Committee - Chairman Gordon

1) Items to be Presented to the Board:

- a) Recommendation to deny request by
Richard White to vacate 10 feet of a
40 feet recorded setback along Oakmont
Road and along 1625E Road on Lot 25
Crestwicke East Subdivision,
File No. S-02-13
- b) General Report
- c) Other

- C. Property Committee – Chairman Salch
- 1) Items to be Presented to the Board:
 - a) Request for Approval of Bid For Elevator Maintenance with KONE, Inc. for FY 2003 – Facilities Management
 - b) Request Approval of Design to Replace Exterior Envelope of 200 West Front Street Building – Facilities Management
 - c) Request for Approval of a Resolution Requesting the Public Building Commission To Approve Additional Financing for the Remodeling of the 115 East Washington Street Building for Occupancy and Use by McLean County Offices and Departments – Facilities Management 14-51
 - d) Request for Approval of Grant Application from the Illinois State Museum Grant Program – Old Courthouse – Facilities Management (To be considered at a Stand-Up meeting)
 - e) General Report
 - f) Other
- D. Transportation Committee - Chairman Bass
- 1) Items to be Presented for Committee Action:
 - a) Request for Approval of Agreement for Signal Maintenance with City of Bloomington 52-62
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other
- E. Finance Committee – Chairman Sorensen
- 1) Items to be Presented for Committee Action:
 - a) Request Approval of request received from Court Services Department to fill open Adult Probation Officer position - Court Services Department 63-64
 - b) Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2002 General Fund Adopted Budget 65-66

- 2) Items to be Presented to the Board:
- a) Request for Approval to Fill Vacant Correctional Officer Position, McLean County Detention Facility – Sheriff’s Department
(To be considered at a Stand-Up meeting)
 - b) Request Approval of Reclassification of Civil Engineer I to Civil Engineer II – Highway Department
 - c) Request for Approval of a Contract for Lease/Purchase of an IKON copier – Auditor’s Office
 - d) Receive and Place on File the County Treasurer’s Report as of August 31, 2002 and the County Treasurer’s Investment Report as of August 31, 2002 – Treasurer’s Office
(To Be Considered at a Stand-Up meeting)
 - e) Status Report regarding reductions in Fiscal Year 2002 General Fund Adopted Budget:
 - (1) Merit Commission 67
 - (2) County Clerk’s Office 68-69
 - (3) Coroner’s Office 70-73
 - (4) Public Defender’s Office 74
 - (5) Sheriff’s Office 75
 - (6) State’s Attorney’s Office 76-77
 - g) General Report
 - h) Other

F. Justice Committee – Chairman Sommer
(The Justice Committee meeting is scheduled for Monday, September 9, 2002 at 5:15 p.m.)

- 1) Items to be Presented for Committee Action:
- a) Request for Approval of an Intergovernmental Agreement Between the Illinois Department of Public Aid and the McLean County State’s Attorney – Child Support Enforcement Division – State’s Attorney’s Office 78-102
 - b) Request Authorization to submit grant proposals – State’s Attorney’s Office:
 - (1) Law Enforcement and Prosecution-Based Victim Services Programs – Victims of Crime Act (VOCA) 103-117
 - (2) Project Safe Neighborhoods – Bureau of Justice Assistance 118-122

- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

G. Report of the County Administrator

- 1) Items to be Presented for Information:
 - a) General Report
 - b) Other

6. Other Business and Communications

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

8. Adjournment

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RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the TriValley Angels Girls' Fastpitch Softball team during the 2002 summer softball league season; and,

WHEREAS, during the 2002 summer softball league season, the TriValley Angels Girls' Fastpitch Softball team compiled a record of 12 wins and 7 losses; scored 6-1 in the tournament game; and, won the league championship as the best of 12 teams; and,

WHEREAS, the TriValley Angels Girls' Fastpitch Softball team consisted of girls entering the 3rd, 4th and 5th grade at TriValley schools; and, the team was a member of the "Southeast McLean County Travel Softball League," which included 12 teams from across Southeast McLean County; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Fastpitch Softball Coach Dennis Dail, Assistant Coaches Joe Rogus; and, Tim Norman, and Team Members Becky Dail; Kendall Gher; Tanna Hinthorne; Brianna Hunt; Hannah Lessen; Michelle Myszka; Nikki Norman; Callie Rogus; Stephanie Stenger; and, Sarah Wilson; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the TriValley Angels Girls' Fastpitch Softball team are to be congratulated on winning the Southeast McLean County Travel Softball League Championship and on an outstanding season.

APPROVED by the McLean County Board this 17th day of September, 2002.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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

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

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

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

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

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

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

The IJIS software and database will be available 7 days per week, 24 hours per day with the exception of two (2) hour maintenance segments of a two (2) hour duration each scheduled monthly with advance notice to the IJIS Work Group.

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

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

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

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

The Village shall:

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

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

The Village and the County shall:

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

The Village and the County agree that:

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

- 3. This Intergovernmental Agreement is subject to the approval of the Village of ~~Hudson~~^{Stanford} and McLean County before it becomes effective.
- 4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
- 5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be amended or revised by the same action that caused its adoption, or terminated as provided above.

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

For the Village of Stanford:

For McLean County:

George J. Branner Sr.
 Mayor
 Village of Stanford *Village President*

 Michael F. Sweeney, Chairman
 McLean County Board

ATTEST:

ATTEST:

Shyllis Fitch
 Village Clerk
 Village of Stanford, Illinois

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



FOR IMMEDIATE RELEASE
August 26, 2002

Sue Berglund appointed to national steering committee

Washington, D.C. – McLean County, IL, Board Member Sue Berglund has recently been named vice chair of the National Association of Counties' (NACo) Environment, Energy and Land Use Steering Committee by NACo President Kenneth Mayfield.

NACo's 11 steering committees form the policy-making arm of the association. Each committee is comprised of approximately 60-100 county officials who meet several times during the year to examine issues critical to local government.

The Environment, Energy and Land Use Steering Committee focuses on air, water, and noise pollution control; solid and hazardous waste management and disposal; the preservation and proper utilization of water resources; energy; and the use of land resources, including comprehensive planning, coastal zone management, growth management, energy facilities siting and recreation.

The steering committee's recommendations on legislative policies and goals are presented to NACo's membership during the association's Annual Conference. If approved, the recommendations become part of the *American County Platform*, which is the basis of NACo's efforts in representing counties before Congress and the White House.

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NACo is the only national organization representing county governments in the United States. Its goals are to improve county government, act as a liaison with other levels of government, present the county position on national issues and advance public understanding of the role of counties.

Information Services Status Report September 10, 2002

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

Please find below a summary of Information Services activities since my last report in August of 2002.

General Administration:

Reviewed FY 2003 budget requests with County Administrator's office.

Hosted IJIS visits by Tazewell County, Illinois Criminal Justice Information Authority, and Lane County of Oregon.

Beginning dialog on upload program for assessors to Supervisor of assessor's system.

Hardware/Network

Relocated existing equipment in closets to prepare for install of new network equipment

Converted Health building, 3rd floor and 5th floor of LNJ to new gigabit backbone.

Working on dedicated line for County Clerk. Progress made, but incomplete

Installed hardware & network security for VINE system.

Programming/Database/Web

Completed conversion of images for new Recorders system – up and running.

Added functionality (in testing) for Coroner's access to EJS.

Further web-enabled committee minutes and agendas.

Working on modified Pre Sentence report for Probation.

Working on electronic timesheet program.

Working on database queries for VINE system.

Respectfully submitted,

Craig Nelson

Director of McLean County Information Services

RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THE PUBLIC BUILDING COMMISSION OF McLEAN COUNTY
TO APPROVE ADDITIONAL FINANCING FOR THE REMODELING OF THE
115 EAST WASHINGTON STREET BUILDING
FOR OCCUPANCY AND USE
BY McLEAN COUNTY OFFICES AND DEPARTMENTS

WHEREAS, the Public Building Commission of McLean County has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended, (the "Act") for the reason that an urgent need exists for modern public improvements, buildings, and facilities within the limits of the County seat of McLean County for use by governmental agencies in the functioning of essential governmental, health, safety, and welfare services to the citizens; and,

WHEREAS, the County of McLean, a body politic and corporate (the "County") and the Public Building Commission of McLean County, Illinois (the "Commission") are authorized by law to enter into an Agreement for financing the purchase and acquisition of real property; and,

WHEREAS, the McLean County Board, at its regular meeting on April 17, 2001, approved the recommendation received from the Finance Committee and the Property Committee to jointly purchase with the City of Bloomington the 115 East Washington Building for occupancy and use by McLean County Offices and Departments; and,

WHEREAS, the McLean County Board has previously requested that the Commission, pursuant to the authority granted the Commission under the Act, finance the purchase, acquisition and remodeling of the 115 East Washington Street Building and then lease the 115 East Washington Street to the County for its use; and,

WHEREAS, the Commission has retained the professional services of an architect, a mechanical engineer and an environmental engineer to prepare cost estimates, bid specifications, and blueprints for the renovation and remodeling of the 115 East Washington Street Building; and,

WHEREAS, the Commission has recommended to the County and the City that the additional mechanical, engineering, and plumbing improvements recommended by Young Architects and GHR Engineers be approved; and,

WHEREAS, the Property Committee, at its regular meeting on September 5, 2002, recommended approval of the additional mechanical, engineering, and plumbing improvements recommended by Young Architects and GHR Engineers as specified under Option 1 at a total estimated cost of \$5,451,300.00; and,

(2)

WHEREAS, the Property Committee, at its regular meeting on September 5, 2002, further recommended to the Finance Committee and the County Board that any increase in the County's debt service lease payment to the Commission resulting from the additional mechanical, engineering, and plumbing improvements be funded without increasing the County's overall property tax rate; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- 1) The McLean County Board hereby requests that the Commission, pursuant to the authority granted the Commission under the Act, finance the additional mechanical, engineering, and plumbing improvements, as specified under Option 1 and as recommended by the Commission, Young Architects, and GHR Engineers.
- 2) The McLean County Board hereby further recommends that any increase in the County's debt service lease payment to the Commission resulting from the additional mechanical, engineering, and plumbing improvements be funded without increasing the County's overall property tax rate.
- 3) The County Clerk shall provide a certified copy of this Resolution to the Chairman of the Commission, the Secretary of the Commission, the Legal Counsel for the Commission, the State's Attorney of McLean County, and the County Administrator.

ADOPTED by the McLean County Board this 17th day of September, 2002.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

*Public Building Commission
of
McLean County, Illinois*

Robert Rush, Jr.
Chairman

August 21, 2002

Thomas W. Novosad
Vice-Chairman

John L. Morel
Secretary

Ernest L. Hoffman, Jr.
Assistant Secretary

Melvin D. Schultz

Honorable Judy Markowitz
Mayor, City of Bloomington
City Hall
109 E. Olive
Bloomington, IL 61701

John F. Harris

John R. Winterroth

George A. Farnsworth

Adam Funk

David C. Wochner
Commission Attorney

Mr. Gene Salch
Chairman, Property Committee
McLean County Board
1014 S. Summit
Bloomington, IL 61701

RE: Government Center

Dear Mayor Markowitz and Committee Chairman Salch:

I am writing to communicate the Public Building Commission's support for the establishment of the Government Center at 115 E. Washington Street and to encourage favorable consideration of the additional mechanical, engineering and plumbing improvements that are being recommended by Young Architects and GHR, Engineers.

Most likely you are aware that 1 of the 9 members of the Commission is appointed by the City of Bloomington and 5 are appointed by the County. The commissioners currently serving possess a wealth of real estate related skills and experience as engineers, building designers, construction contractors and real estate lenders. I assure you we are all committed to the establishment of an efficient, dependable and cost-effective facility and to looking out for the long-term interests of the community.

The commissioners have been carefully reviewing the project plans including numerous amendments and refinements and have prompted a number of re-looks by the architects and engineers. The PBC has confidence in the design professionals and their recommended expanded project scope. We believe the project scope and cost estimates which were used to determine the size of the bond issue need to be increased in order to ensure a properly rehabilitated

August 21, 2002

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complex that will serve the community well and economically for many years. From the experience of the PBC Commissioners, it is financially prudent and far more efficient to correct these problems prior to occupancy by City and County offices. The Commission also believes the now increased total cost of rehabilitating 115 E. Washington, including the additional mechanical and plumbing work is considerably less than the total Government Center cost would be if a new building was constructed at another site, which would most likely not be as close to your current downtown offices.

One important addition to the original estimate of project cost is asbestos removal. The Commission strongly believes that the time to take care of an asbestos problem is during this rehabilitation project. Accordingly, the Commission is prepared to commit approximately \$375,000 of its own surplus funds to employ the project designer for and the administrator of the removal process, do the actual asbestos removal and the necessary air sampling during and after the removal. This leaves equivalent dollars in the existing bond proceeds for application to the anticipated project cost increases.

Finally, upon approval by the City and County for an increase in the project's cost and the related lease, the Public Building Commission will immediately pursue the additional financing for the project.

The Public Building Commission is pleased to be working with the City and County on this important community project. Please do not hesitate to call upon us whenever we can assist.

Very Truly Yours,



Robert Rush, Jr.
Chairman, Public Building Commission

cc: ✓ John Zeunik, Tom Hamilton, Young Architects, Michael Sweeney

FACT SHEET: 115 East Washington Street Building

Total Square Feet: 121,813 sq. ft.

Number of Floors: 4 floors, mezzanine, and basement

Age of Building: Original building constructed in 1956 at corner of Washington and East Street

First addition constructed in 1974 immediately west of the original building

Second addition constructed in 1982 immediately to the south of original building and first addition

Previous Building Owners: 1) Bloomington Federal Savings and Loan, became Champion Federal Savings and Loan

2) First of America Bank

3) National City Bank

4) EGIZII Real Estate Group

Purchase Price: \$3,500,000.00

Purchase Price/Sq. Ft.: \$ 28.73 sq. ft.

Proposed Use of Building: City and County Offices

Space Needs of County: LZT 20-Year Projection = 26.804 sq. ft.

Space Allocated to County: 31,644 sq. ft.

Space Not Available: Third Floor (13,935 sq. ft.)

Renovation Needs: Convert bank building into 15 separate departments

HVAC (newest system 1982)

Fire safety

Electrical

Plumbing

ADA code

Portion of roof

Indoor air quality

FACT SHEET: 115 East Washington Street Building

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Architect/Engineer's Estimate of
Renovation Costs:

Option 1 = \$5,451,300.00
Option 2 = \$5,305,900.00

Renovation Costs/Sq. Ft.:

Option 1 = \$ 44.75 sq. ft.
Option 2 = \$ 43.56 sq. ft.

Total Costs:

Option 1 = \$8,951,300.00
Option 2 = \$8,805,900.00

Total Costs/Sq. Ft.

Option 1 = \$ 73.48 sq. ft.
Option 2 = \$ 72.29 sq. ft.

Additional Debt Service Needed:

See Term Sheet

GOVERNMENT CENTER - 115 East Washington Street
 Revised Estimate of Renovation Work and Cost Estimate

		OPTION #1	OPTION #2
PBC BOND ISSUE	\$ 11,000,000.00		
PBC Costs of Issuance and A & E Fees	\$ 500,000.00		
Parking Deck	\$ 4,200,000.00		
Reimburse City & County	\$ 3,500,000.00		
Renovation of 115 E. Wasington St.	\$ 2,800,000.00		
HVAC, Office Remodeling, Electrical, Plumbing		\$ 5,451,300.00	\$ 5,305,900.00
Asbestos Abatement		See PBC Letter	
Revised Estimate of Renovation Costs		\$ 5,451,300.00	\$ 5,305,900.00
Net Difference		\$ (2,651,300.00)	\$ (2,505,900.00)
Annual Debt Service Payment - 20 years @ 5.50% Interest			
\$2,850,000.00		\$ 235,258.00	
County 1/2 Share		\$ 117,629.00	
Add'l Tax Rate Today		\$ 0.00483	
\$2,750,000.00			\$ 227,003.00
County 1/2 Share			\$ 113,501.50
Add'l Tax Rate Today			\$ 0.00466

Government Center
115 E. Washington
Bloomington, Illinois

The following is a narrative of the history and present condition of the building now known as the Government Center. This first portion discusses primarily architectural or general construction of the building as written by Gene Asbury and Paul Young.

The second portion is a discussion of the mechanical, electrical and plumbing aspects of the building and is written by Jim Gleason of GHR Engineers and Associates, Inc.

The first building was constructed in 1956 at the corner of Washington and East Streets for Bloomington Federal Savings and Loan. This is the low roofed portion of the building today and it consists of a high ceilinged banking lobby, mezzanine, and basement with a very small kitchen/dining room.

A first addition was constructed in 1974 to the west of the original and the high ceiling lobby and mezzanine were extended into it while adding three office floors above the lobby area. The basement was also extended for a new kitchen/dining room and a large meeting room which remains.

The second very large addition was constructed in 1982 to the south of the first two, also consisting of a high ceiling lobby, a mezzanine, three office floors, and a basement with a much larger kitchen/dining facility, which remains today and will only be used as an employee break or lunch space. Incidentally, the first and second additions were designed structurally to allow two more future floors to be added, but none has been constructed.

The original, first, and second additions were designed to the codes of the day and the mechanical systems were designed to the practice and economy of that period. Those systems will be addressed later. Also all ceilings in the original building and the high lobby ceiling of the first addition were constructed with a sprayed asbestos containing material, which was common in that period. While these ceilings have since been over sprayed with a non-asbestos material, it has been determined that all such ceilings should be removed, plus a very small amount of asbestos containing insulation on the heat piping. Such ceilings will be replaced with acoustic tile or drywall as appropriate in various areas.

The name of the original Bloomington Federal building and additions was changed to Champion Federal, then sold to First of America Bank, which later merged with National City Bank and later resold to a private company. There were no revisions or improvements to the mechanical system during any of the later ownerships.

As a bank the building was designed and used as one entity without separate enclosed departmental divisions allowing bank personnel to circulate through any area. Today, for the City and County Government Center, we need to divide the building into 15 separate departments, mostly enclosed, thereby creating new exiting corridors with more secure divisions, and with more or revised enclosed offices within the departments. As much of the existing demountable walls, doors, and glass areas will be reused if possible but there will also be a considerable amount of new walls constructed.

Almost all of the carpet, except in the basement, needs to be replaced and as the mechanical system is revised, as subsequently discussed, it will be necessary to remove much of the existing acoustic tile ceilings and then rehang the existing ceiling or install a new ceiling.

The only grade level entrance for handicapped accessible entry is at the North Washington Street entry. A handicapped lift was recently added at the East entrance off of the East Street entrance, but this will likely be limited to an employee only entrance. We are including in the remodeling a new handicapped lift at the South entry off Front Street, across the street from the Abraham Lincoln Parking Deck.

There are currently no accessible restrooms in the building. Rather than try to remodel the existing restrooms, some of which are physically impossible to revise up to accessible codes, we are adding completely new Men and Women restrooms on the first floor, adding new one person (unisex) type accessible restrooms on the upper floors, and remodeling one set of the basement restrooms (there are 3 sets) to make them accessible.

The center stair only reaches to the second floor and it has been requested that it be extended to the third and fourth floors for added exit capabilities.

There are three elevators in the building, all in good condition. The oldest has a "mechanical" operating system and the two newer ones are electronically operated.

New signage will be added.

Additional windows are being planned in the upper level west wall to allow more natural light into department areas heretofore not necessary for the banking tenants.

New customer counters will be added in most departments, due primarily to size and shape, and the fact that removing existing counters from the Law & Justice Center and reinstalling them in a timely manner would not be practical.

Certain areas of glass on the first floor were recently vandalized and will be replaced. Some of the upper insulating (Thermopane) glass units have delaminated, allowing the glass to fog up and those will also be replaced.

The roofing over the Northwest first addition is in bad shape and must be replaced. The roofing on the South, second addition is original and about 20 years old. It appears to be in good shape and we are suggesting that this roof may have more years of service available and replacement could be delayed. The roofing on the original building was replaced in 1996 and is in good shape.

The entire third floor and a portion of the basement area was leased to National City Bank by the previous owner to a potentially long term lease. Should for any reason this floor become available, a large portion of it would be used for the City Engineering Department. We understand that National City would be willing to vacate much of the area they are using in the basement, but not all. We plan to house both the City and County Facilities Departments in that location.

Mechanical, Electrical and Plumbing

As previously noted, the facility at 115 East Washington is not a single building that was constructed at the same period in time. Rather, it is three separate structures erected over a period of 46 years. The ~~original structure~~ was erected in 1982 and represents well over half of the building area. *most recent addition*

The three structures were designed in accordance with the pertinent building codes of their respective eras and were designed to meet the needs of bank operations in their days.

Certain code requirements pertinent to facilities of this type have changed over the decades. For instance, building codes now require basement areas ("windowless stories") in these occupancies to be fully sprinkled. The basement of this facility is only partially sprinkled. Similarly, the building codes no longer recognize the use of dry standpipes while the 1983 addition has a wet standpipe.

While there is no requirement to bring the entire facility up to current building codes it is the judgment and the recommendation of the A/E that features relating to life safety, such as sprinkling the basement, be upgraded to current codes.

A similar issue related to the fire alarm system. The system that is currently installed includes a hodgepodge of different vintage components. The system is a zone type with the central panel located in a corner of the basement where fireman's access would be questionable in the event of a fire. This 20 year old system is old technology and does not provide the rapid flow of information to emergency personnel that is featured in modern "addressable" systems. The existing fire alarm system isn't properly interfaced with elevators and incidences have occurred where smoke detectors associated with the elevators have triggered without putting the system into alarm. The fire alarm system does not support ADA (Americans with Disability Act) required horns and strobe lights.

The advent of ADA came well after the 1983 structure was erected. ADA has certain requirements for access safety and visibility that are lacking in the overall facility. Simple things like plumbing fixtures need to be modified or added to the facility to make them accessible.

It should be remembered this facility was designed to house and support a single entity - the employees of a bank. Spaces were characterized by open plans with no walls and extensive use of low wall movable office partitions. There were few private offices. The public was limited primarily to the main floor. This contrasts sharply with the proposed Government Center development which features separate and distinct departments, large numbers of offices and conference rooms and access by the public to virtually the entire building.

This change in occupancy will require certain systems, such as the lighting, to be reworked. The large open areas were originally constructed with centrally-switched lighting. The existing light switches are ganged together in a single hallway location on each floor. This concept, while suitable for the open-plan bank, is totally unsuitable for the Government Center.

With respect to modifications in the use of the building by the Government Center a very key change involves the development of the County Board Room on the Fourth Floor. While noise levels in this area have been tolerated by past occupants, the new use of this area as a Board Room makes this a very sound critical area. There are cost implications associated with this due to the presence of noisy mechanical equipment above and adjacent to this location.

Probably the single biggest impact on the scope of work, and the budget, is the type and condition of the heating, ventilating and air conditioning (HVAC) systems. These have evolved over the 46 years of the facility's existence. To put this in perspective, even the most recent addition was constructed 20 years ago and predates the widespread use of desktop computers and other technology that is taken for granted today. The 1982 facility featured a large centralized computer room with a single IBM 360 computer. Very specialized systems were installed to support this equipment which consumed large amounts of space and power.

Today's office environment features extensive use of desktop computers in densely populated spaces. This has moved air conditioning loads out of central computer rooms and dispersed them into "people" areas. The net effect of this increase in air conditioning load will outstrip system capacity. In other words, the 1982 (and older) ventilation and cooling systems are not large enough to handle twenty first century loads. This affects the air handling units as well as the supply ductwork virtually throughout the building.

Also affecting the ventilation and cooling systems is the issue of Indoor Air Quality (IAQ). The 1982 addition is very much a response to the "energy crisis" of that era. The system employed is full shutoff, variable air volume. It is a cooling-only system that will deliver little or no supply air to occupied areas that have light cooling loads. While this was considered state of the art in 1982 and while this complied with codes in existence at the time the system has since been discredited.

The full shutoff systems created large numbers of IAQ complaints and lawsuits. Research revealed inadequate ventilation (outside) air as the culprit and that led to wholesale revisions in the codes to require vastly more outside air be provided on a continuous basis. These modern code requirements serve to prohibit the installation of full shutoff systems in the interest of preserving good indoor air quality at somewhat greater expenditures of energy.

The proposed ventilation and air conditioning system for this facility will employ the variable air volume concept but with the addition of terminal reheat. Reheat will allow excellent control of humidity in the summer time and will facilitate the continuous introduction of conditioned outside air that is necessary for good indoor air quality as well as to meet current codes.

It should be noted that a reheat system does not currently exist in the building. The heating "plant" consists of two groups of gas-fired modular hot water boilers - one group was added in 1982 and the other dates back to 1974. These two groups are not connected to each other in any way and one group can't "help" the other if there is an equipment failure of some type. This is a good example of how the "architecture" of the HVAC systems was driven by the phased development of this facility. Proposed revisions to the heating plant will consolidate all boilers in the penthouse where they can back each other up. This consolidation will facilitate the creation of

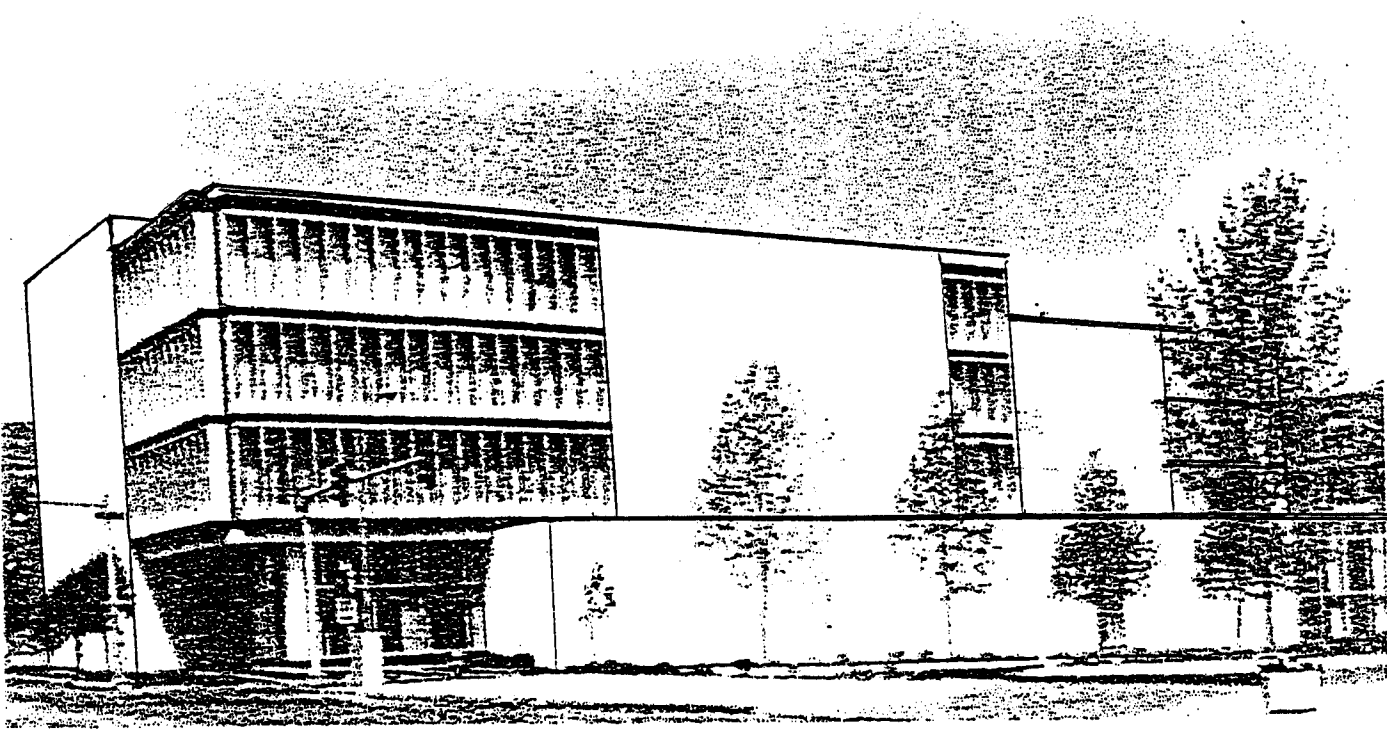
a reheat system that will serve the entire building and will greatly simplify maintenance and operation of the heating plant.

The cooling "plant" is similar in reflecting the phased construction of the facility. Two chillers are tied together and date back to 1974. These are in poor condition, and are very inefficient and use ozone-depleting refrigerants. There are two other chillers in the penthouse that date back to 1982. These are tied to each other but are not connected in any way to the 1974 chillers. The total cooling capacity available from the two chiller groups likely will be insufficient to handle projected loads. There is no back-up in case of equipment failure and the mode of operation is very inefficient due to the pumping strategy employed. Proposed revisions would replace the chillers with new, high efficiency units that are looped together for back-up and that employ modern, energy-efficient pumping strategies. A byproduct of this approach will be to reduce noise levels in the fourth floor Board Room.

A major factor in any system is the ability to control it, whether it be boilers, chillers, or air handling. The temperature controls in the facility are, quite simply, outmoded. The bulk of the controls are pneumatic with some being low voltage. Parts are not available for many of the devices, there is no monitoring of any type and the systems can't be accessed from the offsite. Rather than a single unified control system there is a collection of disparate systems relating back to the 1957, 1974 and 1982 projects plus numerous small remodeling and upgrade projects that have occurred over the past 45 years.

The proposed control system would feature state of the art direct digital controls (DDC) that would be of one manufacturer and vintage and that would be compatible with other systems employed by the County. It would allow monitoring both from onsite and offsite of critical building functions and would result in reduced maintenance costs, greater comfort and improved energy efficiency.

To sum up, the building is sound but the mechanical and electrical systems need to be upgraded. This is a once-in-a-lifetime opportunity to unify the systems by treating the facility as a single entity rather than a collection of additions. The need exists to replace equipment that has outlived its' useful life. The need to improve energy efficiency and keep ownership costs at reasonable levels dictates the need for improvements that will serve this facility in future decades.



**GOVERNMENT CENTER
AND
ABRAHAM LINCOLN PARKING DECK
REVISED JUNE 4, 2002**

Proposed remodeling of
Government Center
115 E. Washington, Bloomington, IL

*The following is a summary of our opinion of probable costs for the above project.
*After discussions with the various committees and boards some of these might change.
*The following costs include new handicapped toilets on the 3rd floor but do not include any other revisions on that floor. Cost to completely remodel that floor will be added as a separate item at the end of the summary pages.

1. Carpet demolition	\$32,000
2. Carpet replacement-most in basement to remain	231,000
3. Ceiling demolition—Acoustic tile at 80% mainly due to proposed mechanical revisions	2,200
4. Acoustic tile replacement, including areas of acoustic plaster removal	153,000
5. Wall demolition	172,000
6. Wall and interior door replacement	205,000
7. Painting	45,000
8. Center stair extension to 3rd and 4th floors	80,000
9. New windows on west side (5 at \$15,000)	75,000
10. Exterior glass replacement	25,000
11. New south entry doors	7,500
12. New handicapped lift at south entrance	45,000
13. Roofing replacement over north-west end	50,000
14. Signage	30,000
15. New department counters	37,000
	<hr/>
	1,189,700
General contractors general conditions markup and profit @ 11%	131,000
	<hr/>
Total general work	\$1,320,700

General work from previous page-----1,320,700 1,320,700

MEP work

Option 1

Option 2

Plumbing work-----	175,000	146,850
Fire protection-----	88,000	76,000
HVAC-----	2,157,600	2,092,100
Electrical-----	492,30	486,530
	<hr/>	<hr/>
Total MEP work-----	2,913,200	2,801,480

General contractors fee for MEP @ 3%	<u>87,400</u>	<u>84,000</u>
Total construction work	4,321,300	4,206,180

Design contingency @ 8%-----	345,700	336,500
Construction contingency @ 8%-----	345,700	336,500
	<hr/>	<hr/>
	5,012,700	4,879,000

AE fees @ 8 3/4% for general and mechanical work-----	438,600	426,900
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Total-----	\$5,451,300	\$5,305,900

Asbestos abatement-----separate contract

Asbestos abatement of all acoustic plaster ceilings including consultants design fee, construction monitoring and air sampling.-----\$697,855

If 3rd floor is added back in

Architectural (including mark ups and fees) -----	498,970
HVAC, PLBG and ELEC (including mark ups and fees)-----	<u>288,400</u>
	\$527,370

On a square foot basis, this is approximately \$36.

Roofing

Reroofing of the north-west portion of the roof is included in the above costs. The roofing over the lowest roof was installed in 1996 and is in good condition. The remainder of the upper roof to the south is the original material installed in 1982 and is therefore 20 years old. It appears to be in good condition and could serve for a few years more. Should there be reason to overlay it now the probable cost would be -----\$120,000

May 29, 2002

GHR No. 5782

Government Center
Bloomington, Illinois

Option 1

Includes allowances for plumbing fixture repairs.

Includes ADA upgrades.

Corrects certain plumbing code violations.

No roof drain work.

Upgrades the fire pump.

Sprinkles the basement.

Upgrades the dry north standpipe to wet.

Replace both Carrier chillers with new units that are not on top of the Board Room.

Replace both Trane chillers.

Loop all chillers together.

Replace LES boilers.

Disconnect kitchen equipment.

Modify air handling unit feeding kitchen area.

JNG/smh

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Option 2

Does not.

Includes ADA upgrades.

Does not.

No roof drain work.

Upgrades the fire pump.

Sprinkles the basement.

Does not upgrade the dry standpipe.

Repair existing chillers in place and try to reduce noise levels.

Replace both Trane chillers.

Loop all chillers together.

Replace LES boilers.

Leave equipment untouched.

No work on air handling unit.

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 Revised March 29, 2002
 Revised May 24, 2002

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Government Center
 Bloomington, Illinois

OPTION 1

PLUMBING	Construction Cost
Install reduced pressure backflow preventer on existing fire service at lower level. Retain combined domestic and fire service. Code driven.	\$6,750
Replace domestic hot water recirculation pumps and controls. Retain both existing gas-fired domestic water heaters. Deferred maintenance.	\$3,000
Provide anti-scald mixing valve at each restroom group (11 at \$550). ADA requirement.	\$5,500
Increase water pressure and flow to penthouse. Run new 1-1/2" line from basement to penthouse (will be routed in new restroom chase) (75' at \$40). Operational issue.	\$3,000
Add ADA-compliant toilet rooms at first floor, mezzanine, second floor, third floor and fourth floor (36 fixtures at \$2,000). Code driven.	\$78,000
Clean and overhaul fixtures. Remove and replace leaking gaskets (30 fixtures at \$150). Deferred maintenance.	\$4,500
Consolidate the three existing domestic water services into one.	\$6,000
Lower Level (County 4,460 GSF)	
• Repair/replace damaged fixtures (allow 2 at \$1,000).	\$2,000
• Correct code violations (venting at sewage ejectors).	\$3,000
• Disconnect existing kitchen equipment. Remove piping. Remove existing grease interceptor. Equipment removed by others.	\$10,000
• Connections to new Liebert.	\$2,000
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Mezzanine (County 15,830 GSF)	
• Repair/replace damaged fixtures. Allow 2 at \$1,000.	\$2,000

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Government Center
 Springfield, Illinois

SECTION 1

UMBING (Con't)	Construction Cost
Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Second Floor (City 12,250 GSF, County 6,480 GSF)	
Repair/replace damaged fixtures.	\$2,000
Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Work in Mechanical Room (demolition, removals, etc.).	\$1,200
Work related to new Liebert system in Server Room.	\$1,200
Assume no roof drain work.	\$0
Third Floor (City 18,730 GSF)	
No work.	\$0
Fourth Floor (County 13,370 GSF, City 5,360 GSF)	
Repair/replace damaged fixtures.	\$2,000
Address code violations (240 LF at \$50). (PVC installed in plenum.) Apply fiberglass insulation to existing PVC pipe.	\$3,000
Provide convenience sinks. Assume some vertical stacking will occur (4 at \$2,000).	\$8,000
Penthouse/Roof	
Work related to mechanical (demolition, removals, etc.).	\$1,200
Correct code violations (RPZ relocation).	\$3,000
No roof drain removal/replacement. Assume roof is not replaced.	\$0
Connect to penthouse boilers (RPZ, etc.).	\$4,000
Totals	\$175,350

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Government Center
 Bloomington, Illinois

OPTION 1

Fire Protection	Construction Cost
Replace the fire pump and controller to accommodate additional flow and pressure drop. Size pump for three wet standpipes.	\$30,000
Sprinkle the remainder of the basement area. Required by current code but not mandated as a retrofit by City Code Enforcement (13,691 at \$2.50). Note this does not include any work related to abatement of ACM's.	\$34,000
Upgrade the existing dry standpipe at the northwest corner to wet standpipe and provide new wet standpipe for the "new" stairwell. Required by current code but not mandated as a retrofit by City Code Enforcement. Connect to new system.	\$24,000
Do not sprinkle the remainder of the building. Not required by current code. Not required by City Code Enforcement.	\$0
No pre-action sprinkler system for City Server Room in Lower Level. Use wet sprinklers.	\$0
No inert gas system for County Server Room on Second Floor (688 SF). Protect via smoke detectors. Not sprinkled.	\$0
Total	\$88,000

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Government Center
 Springfield, Illinois

SECTION 1

/AC	Construction Cost
Disconnect and remove both Trane R-12 100 ton chillers at Second Floor along with roof-mounted air-cooled condensers. Provide two new packaged air-cooled chillers (120 ton with low ambient control plus 180 ton) on the northwest corner of the fourth floor roof. Includes an allowance for noise screens. Provide separate pumps for each chiller and pipe into the loop. Increase size of chilled water system pumps and VFD's. The small chiller is intended to provide chilled water to the various blower coils and fan coils in the winter. Disconnect and remove both Carrier R-22 100 ton chillers and fan coils in the winter. Disconnect and remove both Carrier R-22 100 ton chillers in penthouse (over the Board Room). Provide one new 260 ton packaged air-cooled chiller on the northwest corner of the fourth floor roof. Includes an allowance for noise screens. Provide two new chilled water system pumps and VFD's. Entire chilled water system must be filled with glycol.	\$643,000
Disconnect and remove 1957 (?) Vintage LES hot water boilers from Second Floor Mechanical Room. Provide and install new modular gas-fired hot water boilers in the penthouse in space vacated by chiller removals. Provide new hot water pumps and VFD's and piping to serve the entire building. Does not include abatement of ACM.	\$137,000
Replace all hot water heating pumps. This will not be necessary if the boiler consolidation option is taken.	\$35,000
Relocate temperature control air compressor and dryer from penthouse to the lower level. Includes ventilation of the proposed location and vibration isolation.	\$13,000
Replace analog controls in north end of the building with DDC.	\$104,000
Create a separate reheat piping riser system to serve new VAV/reheat boxes. Includes piping, pumps and controls. Install pipe vertical pipe risers from penthouse down to second floor.	\$24,000
Convert existing pneumatic controls to hybrid DDC/pneumatic system. In general this applies to the more recent portions of the building.	\$291,000
Remove duct-mounted humidifiers, electric steam boilers, piping and controls. Use conductive flooring materials in lieu of humidification. Does not include work related to abatement of ACM.	\$10,000
Add small DX cooling system to north elevator equipment room as part of elevator upgrade work. Assume 3 tons.	\$5,500

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Government Center
 Bloomington, Illinois

OPTION 1

HVAC (Con't)	Construction Cost
Testing and balancing of new systems work. Air side and water side.	\$8,000
Toilet exhaust system to serve new handicapped-accessible toilet rooms on Fourth, Third, Second and Mezzanine Levels).	\$10,000
Toilet exhaust system to serve new toilet facilities (including accessible fixtures) on First Floor.	\$5,000
Lower Level (County 4,460 GSF)	
• Demolition and removals.	\$2,800
• New glycol Liebert system for Server Room. Includes piping to roof and drycooler.	\$35,000
• Modify existing kitchen AHU and duct system to feed new space.	\$18,000
• Existing blower coils and fan coils in maintenance area remain.	\$0
• Disconnect existing range hood(s). Cap ducts at risers.	\$3,000
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Demolition and removals.	\$8,800
• Replace existing south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
• Remove all of the full shutoff VAV boxes and replace with VAV reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
• Reuse and relocate existing grilles, diffusers and troffers.	\$5,000
• Replace north AHU with new unit featuring more capacity. Includes VFD.	\$26,500
• Test and balance work.	\$4,000
Mezzanine (County 15,830 GSF)	
• Demolition and removals.	\$8,000
• Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000

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ernment Center
 omington, Illinois

SECTION 1

/AC (Con't)	Construction Cost
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
Grilles, diffusers and troffers.	\$5,000
Test and balance work.	\$4,000
Replace north AHU.	\$32,000
Second Floor (City 12,250 GSF, County 6,480 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$90,000
Replace north AHU.	\$32,000
Grilles, diffusers and troffers.	\$5,000
Provide new glycol Liebert system for Server Room. Demo all other Liebert equipment.	\$25,000
Test and balance work.	\$5,000
Third Floor (City 18,730 GSF)	
No work.	\$0
Fourth Floor (County 13,370 GSF, City 5,360 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with larger unit. Includes VFD's and sound attenuator.	\$69,000
Remove all the full shut-off VAV boxes and replace with new VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct modifications.	\$80,000
Replace north AHU.	\$32,000

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Government Center
 Bloomington, Illinois

OPTION 1

ELECTRICAL	Construction Cost
Clean and test electrical service and distribution equipment. (Existing 2500 amp, 480 volt, 3 phase service and distribution remain in place.)	\$5,000
Test emergency power generator and update automatic transfer switch. (Existing 55 KW (68 KVA) natural gas fired unit and distribution remains.) (Testing should be done now. It is assumed generator and switch are fully serviceable.)	\$2,000
Replace existing zone-type fire alarm system with modern, addressable system featuring new ADA-type alarm devices (i.e., audio-visual), new pullstations, sprinkler system monitoring and flow switches, duct-mounted smoke detectors, elevator, lobby smoke detectors, fireman's recall and two annunciator panels.	\$61,000
Electrical work associated with elevator upgrade and fireman's recall on elevator. Assumes elevator upgrade by General Contractor.	\$1,000
Revise emergency and exit lighting on all floors to accommodate new layouts. No work on Third Floor.	\$15,000
Use existing conduits underground to manhole in Main Street for fiber optic cable to LJC. Does not include cable.	\$0
Disconnect all four existing chillers, air-cooled condensers and chilled water pumps. Provide power to three packaged air-cooled chillers on the roof (40 ton, 180 ton and 260 ton). Provide power to three chiller pumps (assume 5 HP, 15 HP, 20 HP). Provide power to two chilled water system pumps (assume 40 HP). Note: This precludes the need to repair defective switch at Second Floor Mechanical Room.	\$33,000
Disconnect LES boilers on Second Floor along with related hot water pumps. Provide power to four new gas-fired boilers and boiler circulation pumps in the penthouse. Provide power to two hot water heating systems in the penthouse (assume 20 HP).	\$12,000
Provide power to replacement heating pumps. Assume four pumps 10 HP each.	\$6,000
Disconnect existing temperature control air compressor and dryer in the penthouse. Provide power for relocated compressor and dryer in the Lower Level.	\$2,800
Provide power in the penthouse to two new reheat pumps (assume 7-1/2 HP).	\$3,500
Disconnect existing electric steam boilers used for building humidification.	\$1,000

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Government Center
Springfield, Illinois

SECTION 1

Electrical (Con't)	Construction Cost
Provide power to new split-system direct expansion cooling system for the north elevator equipment room. Assume 3 ton.	\$1,500
Provide power and related electrical work for north elevator upgrade. One such.	\$1,000
Provide power to new roof-mounted toilet exhaust fan. Assume 1 HP.	\$1,300
Provide smoke and heat detectors along with shunt trip breakers for the two lower level elevator equipment rooms.	\$8,000
Allow for power to exterior signage. Signage not included.	\$1,000
Lower Level (County 4,460 GSF)	
Demolition and removals.	\$500
New lighting and switching. Includes an allowance for lighting work in the north end.	\$15,000
Receptacles and circuiting.	\$8,900
Power to Liebert equipment.	\$1,500
No UPS system.	\$0
Phone station outlets and wiring.	\$5,400
Network outlets and wiring. One system this floor.	\$7,200
CATV outlets and wiring.	\$2,000
Disconnect existing kitchen equipment. Allow for redevelopment of kitchen area into maintenance shop/offices. Equipment removed by others.	\$1,200
First Floor (City 11,220 GSF/ County 12,870 GSF)	
Demolition and removals.	\$3,600
New lighting and switching.	\$2,000
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$22,900

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Government Center
 Bloomington, Illinois

OPTION 1

ELECTRICAL (Con't)	Construction Cost
• Receptacles and circuiting in permanent walls.	\$11,300
• Pedestal outlets and wiring in floor ducts.	\$5,000
• Phone station outlets and wiring.	\$7,500
• Network outlets and wiring. Two systems this floor.	\$15,000
• CATV outlets and wiring.	\$4,800
• Wiring allowance for moveable partitions.	\$2,500
• Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200
Mezzanine (County 15,830 GSF)	
• Demolition and removals.	\$3,500
• New lighting and switching.	\$3,600
• Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed room.	\$14,200
• Receptacles and circuiting in permanent walls.	\$6,000
• Pedestal outlets and wiring in floor ducts.	\$4,500
• Phone station outlets and wiring.	\$5,300
• Network outlets and wiring. Two systems this floor.	\$12,000
• CATV outlets and wiring.	\$3,200
• Wiring allowance for moveable partitions.	\$1,300
• Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200
Second Floor (City 12,250 GSF, County 6,480 GSF)	
• Demolition and removals.	\$2,800
• New lighting and switching.	\$2,200

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Government Center
 Springfield, Illinois

SECTION 1

Electrical (Con't)	Construction Cost
Pedestal outlets and wiring in floor ducts.	\$3,000
Phone station outlets and wiring.	\$6,000
Network outlets and wiring. Two systems this floor.	\$10,000
CATV outlets and wiring.	\$3,800
Wiring allowance for moveable partitions.	\$500
Provide power to new VAV air handling unit and return fan. Assume one at 7-1/2 HP and one at 15 HP.	\$3,400
Provide power to new ME AHU. Assume 7-1/2 HP.	\$1,500
Additional lighting, switching and dimming for County Board Room 3,000 GSF.	\$10,000
Sound reinforcement system will be wireless. Allow for power.	\$800
Projection system. Not well-defined. Allow for three motorized screens.	\$5,000
Totals	\$492,230

SUMMARY

Trade	Construction Cost
Plumbing	\$175,350
Fire Protection	\$88,000
HVAC	\$2,157,600
Electrical	\$492,300
Total	\$2,913,250

GHR No. 5782

March 19, 2002
 Revised March 29, 2002
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Government Center
 Bloomington, Illinois

OPTION 2

PLUMBING	Construction Cost
Install reduced pressure backflow preventer on existing fire service at lower level. Retain combined domestic and fire service. Code driven.	\$6,750
Replace domestic hot water recirculation pumps and controls. Retain both existing gas-fired domestic water heaters. Deferred maintenance.	\$3,000
Provide anti-scald mixing valve at each restroom group (11 at \$550). ADA requirement.	\$5,500
Increase water pressure and flow to penthouse. Run new 1-1/2" line from basement to penthouse (will be routed in new restroom chase) (75' at \$40). Operational issue.	\$3,000
Add accessible toilet rooms at first floor, mezzanine, second floor, third floor and fourth floor (36 fixtures at \$2,000). ADA requirements.	\$78,000
No fixture repairs.	\$0
Consolidate the three existing domestic water services into one.	\$6,000
Lower Level (County 4,460 GSF)	
• No fixture repairs.	\$0
• No work to correct code violations (venting at sewage ejectors).	\$0
• Leave existing kitchen equipment, piping and grease interceptor in place.	\$0
• Connections to new Liebert.	\$2,000
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Mezzanine (County 15,830 GSF)	
• No fixture repairs.	\$0
• Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000

GHR No. 5782

March 19, 2002
 Revised March 29, 2002
 Revised May 24, 2002

Government Center
 Springfield, Illinois

SECTION 2

DESCRIPTION	Construction Cost
SECOND FLOOR (City 12,250 GSF, County 6,480 GSF)	
No fixture repairs.	\$0
Provide convenience sinks (4 at \$2,000). Assume some vertical stacking will occur.	\$8,000
Work in Mechanical Room (demolition, removals, etc.).	\$1,200
Work related to new Liebert system in Server Room.	\$1,200
No roof drain work.	\$0
THIRD FLOOR (City 18,730 GSF)	
No work.	\$0
FOURTH FLOOR (County 13,370 GSF, City 5,360 GSF)	
No fixture repairs.	\$0
Do not correct existing code violations. (PVC installed in plenum.)	\$0
Provide convenience sinks. Assume some vertical stacking will occur (4 at \$2,000).	\$8,000
PENTHOUSE/ROOF	
Work related to mechanical (demolition, removals, etc.).	\$1,200
Correct code violations (RPZ relocation).	\$3,000
No roof drain removal/replacement. Defer roof replacement.	\$0
Connect to penthouse boilers (1 LS at \$4,000, RPZ, etc.) gas piping).	\$4,000
Totals	\$146,850

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Government Center
 Bloomington, Illinois

OPTION 2

Fire Protection	Construction Cost
Replace the fire pump and controller to accommodate additional flow and pressure drop. Size pump for three wet standpipes (i.e., two now, one future).	\$30,000
Sprinkle the remainder of the basement area. Required by current code but not mandated as a retrofit by City Code Enforcement (13,691 at \$2.50). Note this does not include any work related to abatement of ACM's.	\$34,000
Do not upgrade the existing dry standpipe at the northwest corner to wet standpipe and provide new wet standpipe. Required by current code but not mandated as a retrofit by City Code Enforcement.	\$0
New wet standpipe in new stairwell.	\$12,000
Do not sprinkle the remainder of the building. Not required by current code. Not required by City Code Enforcement.	\$0
No pre-action sprinkler system for City Server Room in Lower Level. Use wet sprinklers.	\$0
No inert gas system for County Server Room on Second Floor (688 SF). Protect via smoke detectors. Not sprinkled.	\$0
Total	\$76,000

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 Springfield, Illinois

SECTION 2

Description	Construction Cost
Commit to retaining both existing Carrier 100 ton chillers in place, <u>over the Board Room</u> . Provide vibration isolation pads under the chillers, repair the chillers, replace air-cooled condensers. Develop a primary/secondary chilled water loop in the penthouse. Disconnect and remove both Trane R-12 chillers at the second floor along with related air-cooled condensers on the upper roof. Provide a 40 ton packaged air-cooled chiller with low ambient controls and a 200 ton packaged air-cooled chiller on the upper roof. Provide separate chiller pumps for all four chillers. Tie all four chillers into the new loop. The small chiller is intended to provide winter cooling for the various blower coils and fan coils in the winter. Includes an allowance for noise screens. Entire chilled water system must be filled with glycol. Includes an allowance to expand the penthouse northward to create space for pumps. Note: This is the same cost as replacement.	\$644,000
Disconnect and remove Vintage LES hot water boilers from Second Floor Mechanical Room. Provide and install new modular gas-fired hot water boilers in the penthouse in space vacated by chiller removals. Provide new hot water pumps and VFD's and piping to serve the entire building. Does not include abatement of ACM.	\$137,000
Relocate temperature control air compressor and dryer from penthouse to the lower level. Includes ventilation of the proposed location and vibration isolation.	\$13,000
Replace analog controls in north end of the building with DDC.	\$104,000
Create a separate reheat piping riser system to serve new VAV/reheat boxes. Includes piping, pumps and controls. Install pipe vertical pipe risers from penthouse down to second floor.	\$24,000
Convert existing pneumatic controls to hybrid DDC/pneumatic system. In general this applies to the more recent portions of the building.	\$291,000
Remove duct-mounted humidifiers, electric steam boilers, piping and controls. Use conductive flooring materials in lieu of humidification. Does not include work related to abatement of ACM.	\$10,000
No north elevator upgrade work. No DX cooling system in north elevator equipment room.	\$0

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OPTION 2

HVAC (Con't)	Construction Cost
Testing and balancing of new chillers and boilers work. Air side and water side.	\$3,000
Toilet exhaust system to serve new handicapped-accessible toilet rooms on Fourth, Third, Second and Mezzanine Levels).	\$10,000
Toilet exhaust system to serve new toilet facilities (including accessible fixtures) on First Floor.	\$5,000
Lower Level (County 4,460 GSF)	
• Demolition and removals.	\$2,800
• New glycol Liebert system for Server Room. Includes piping to roof and drycooler.	\$35,000
• No modifications to existing kitchen AHU and duct system to feed new space.	\$0
• Existing blower coils and fan coils in maintenance area remain.	\$0
• Leave existing range hood(s).	\$0
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Demolition and removals.	\$8,800
• Replace existing south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
• Remove all of the full shutoff VAV boxes and replace with VAV reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
• Reuse and relocate existing grilles, diffusers and troffers.	\$5,000
• Replace north AHU with new unit featuring more capacity. Includes VFD.	\$26,500
• Test and balance work.	\$4,000
Mezzanine (County 15,830 GSF)	
• Demolition and removals.	\$8,000
• Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000

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OPTION 2

VAC (Con't)	Construction Cost
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$80,000
Grilles, diffusers and troffers.	\$5,000
Test and balance work.	\$4,000
Replace north AHU.	\$32,000
Second Floor (City 12,250 GSF, County 6,480 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with new units featuring VFD's and more capacity.	\$60,000
Remove all of the full shut-off VAV boxes and replace with VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct revisions.	\$90,000
Replace north AHU.	\$32,000
Grilles, diffusers and troffers.	\$5,000
Provide new glycol Liebert system for Server Room. Demo all other Liebert equipment.	\$25,000
Test and balance work.	\$5,000
Third Floor (City 18,730 GSF)	
No work.	\$0
Fourth Floor (County 13,370 GSF, City 5,360 GSF)	
Demolition and removals.	\$10,000
Replace south VAV AHU and RF with larger unit. Includes VFD's and sound attenuator.	\$69,000
Remove all the full shut-off VAV boxes and replace with new VAV/reheat boxes. Includes branch reheat piping this floor. Includes duct modifications.	\$80,000
Replace north AHU.	\$32,000

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OPTION 2

HVAC (Con't)	Construction Cost
• Relocate diffusers and troffers.	\$5,000
• Return air grilles with sound attenuating elbows.	\$7,000
• Test and balance work.	\$5,000
• Dynamically balance all fans at this floor level.	\$5,000
Totals	\$2,092,100

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SECTION 2

ELECTRICAL	Construction Cost
Install and test electrical service and distribution equipment. (Existing 2500 amp, 480 volt, 3 phase service and distribution remain in place.)	\$5,000
Install emergency power generator and update automatic transfer switch. (Existing 1000 KW (68 KVA) natural gas fired unit and distribution remains.) (Testing should be done now. It is assumed generator and switch are fully serviceable.)	\$2,000
Replace existing zone-type fire alarm system with modern, addressable system featuring new ADA-type alarm devices (i.e., audio-visual), new pullstations, sprinkler system monitoring and flow switches, duct-mounted smoke detectors, elevator, lobby smoke detectors, fireman's recall and two annunciator panels.	\$61,000
No elevator upgrade. No electrical work associated with elevator upgrade and fireman's recall on elevator.	\$0
Revise emergency and exit lighting on all floors to accommodate new layouts. No work on Third Floor.	\$15,000
Use existing conduits underground to manhole in Main Street for fiber optic cable to J.C. Does not include cable.	\$0
Disconnect two existing chillers, air-cooled condensers and chilled water pumps. Provide power to two packaged air-cooled chillers on the roof (40 ton and 200 ton). Provide power to four chiller pumps (assume 5 HP, and three at 15 HP). Provide power to two chilled water system pumps (assume 40 HP). Note: This precludes the need to repair defective switch at Second Floor Mechanical Room.	\$33,000
Disconnect LES boilers on Second Floor along with related hot water pumps. Provide power to four new gas-fired boilers and boiler circulation pumps in the penthouse. Provide power to two hot water heating systems in the penthouse (assume 20 HP).	\$12,000
Provide power to replacement heating pumps. Assume four pumps 10 HP each.	\$6,000
Disconnect existing temperature control air compressor and dryer in the penthouse. Provide power for relocated compressor and dryer in the Lower Level.	\$2,800
Provide power in the penthouse to two new reheat pumps (assume 7-1/2 HP).	\$3,500
Disconnect existing electric steam boilers used for building humidification.	\$1,000

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OPTION 2

ELECTRICAL (Con't)	Construction Cost
No cooling system for the north elevator equipment room.	\$0
No power and related electrical work for north elevator upgrade.	\$0
Provide power to new roof-mounted toilet exhaust fan. Assume 1 HP.	\$1,300
Provide smoke and heat detectors along with shunt trip breakers for the two lower level elevator equipment rooms.	\$6,000
Allow for power to exterior signage. Signage not included.	\$1,000
Lower Level (County 4,460 GSF)	
• Demolition and removals.	\$500
• New lighting and switching. Includes an allowance for lighting work in the north end.	\$15,000
• Receptacles and circuiting.	\$8,900
• Power to Liebert equipment.	\$1,500
• No UPS system.	\$0
• No fire alarm work related to pre-action fire suppression system.	\$0
• Phone station outlets and wiring.	\$5,400
• Network outlets and wiring. One system this floor.	\$7,200
• CATV outlets and wiring.	\$2,000
• No work related to existing kitchen equipment. No redevelopment of kitchen area into maintenance shop/offices.	\$0
First Floor (City 11,220 GSF/ County 12,870 GSF)	
• Demolition and removals.	\$3,600
• New lighting and switching.	\$2,000

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OPTION 2

LECTRICAL (Con't)	Construction Cost
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$22,900
Receptacles and circuiting in permanent walls.	\$11,300
Pedestal outlets and wiring in floor ducts.	\$5,000
Phone station outlets and wiring.	\$7,500
Network outlets and wiring. Two systems this floor.	\$15,000
CATV outlets and wiring.	\$4,800
Wiring allowance for moveable partitions.	\$2,500
Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200
Mezzanine (County 15,830 GSF)	
Demolition and removals.	\$3,500
New lighting and switching.	\$3,600
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed room.	\$14,200
Receptacles and circuiting in permanent walls.	\$6,000
Pedestal outlets and wiring in floor ducts.	\$4,500
Phone station outlets and wiring.	\$5,300
Network outlets and wiring. Two systems this floor.	\$12,000
CATV outlets and wiring.	\$3,200
Wiring allowance for moveable partitions.	\$1,300
Provide power to new air handling unit and return fan. Assume two at 7-1/2 HP.	\$3,200

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Government Center
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OPTION 2

ELECTRICAL (Con't)	Construction Cost
Second Floor (City 12,250 GSF, County 6,480 GSF)	
• Demolition and removals.	\$2,800
• New lighting and switching.	\$2,200
• Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$17,800
• Receptacles and circuiting in permanent walls.	\$21,000
• Pedestal outlets and wiring in floor ducts.	\$2,000
• Phone station outlets and wiring.	\$9,000
• Network outlets and wiring. Two systems this floor.	\$15,000
• CATV outlets and wiring.	\$3,800
• Wiring allowance for moveable partitions.	\$1,000
• Provide power to new VAV air handling unit and return fan. Assume one at 7-1/2 HP and one at 15 HP.	\$3,400
• Provide power to new ME AHU. Assume 7-1/2 HP.	\$1,500
• Power to Liebert equipment.	\$1,500
• Rehabilitate existing UPS system. Scope not well-defined.	\$2,000
• No fire alarm work related to smoke detectors in computer room.	\$0
Third Floor (City 18,730 GSF)	
• No work.	\$0
Fourth Floor (County 13,370 GSF, City 5,360 GSF)	
• Demolition and removals.	\$2,800
• New lighting and switching.	\$10,530

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OPTION 2

LECTRICAL (Con't)	Construction Cost
Remove, relamp and reinstall existing light fixtures (retain existing ballasts and T12 lamps. No warranty. Typical for re-used fixtures). Re-switch - retain low voltage switching for open areas. Individual switching for enclosed rooms.	\$14,000
Receptacles and circuiting in permanent walls.	\$7,500
Pedestal outlets and wiring in floor ducts.	\$3,000
Phone station outlets and wiring.	\$6,000
Network outlets and wiring. Two systems this floor.	\$10,000
CATV outlets and wiring.	\$3,800
Wiring allowance for moveable partitions.	\$500
Provide power to new VAV air handling unit and return fan. Assume one at 7-1/2 HP and one at 15 HP.	\$3,400
Provide power to new ME AHU. Assume 7-1/2 HP.	\$1,500
Additional lighting, switching and dimming for County Board Room 3,000 GSF.	\$10,000
Sound reinforcement system will be wireless. Allow for power.	\$800
Projection system. Not well-defined. Allow for three motorized screens.	\$5,000
Totals	\$486,530

SUMMARY

Trade	Construction Cost
Plumbing	\$146,850
Fire Protection	\$76,000
HVAC	\$2,092,100
Electrical	\$486,530
Total	\$2,801,480



TRAFFIC SIGNAL MAINTENANCE AGREEMENT

McLean County		
Address		
102 S. Towanda-Barnes Road		
City, State, Zip		
Bloomington, IL 61704		
Remittance Address (if different from above)		
City, State, Zip		
Telephone Number	Fax Number	FEIN/TIN
309/ 663-9445	309/ 662-8030	37-6001569

Brief Description of Service (full description specified in Parts 4 & 5)			
This is the Master Agreement for McLean County maintenance and apportionment of energy costs for traffic control devices located on County Highways within or near the City of Bloomington as show on the attached Exhibit A.			
Agreement Term			
From:			
To:			

REQUIRED SIGNATURES

By signing below, McLean County and City of Bloomington agree to comply with and abide by all provisions set forth in Parts 1-3 herein and any Appendices thereto.

City of Bloomington

McLean County

By: _____

By: _____

Chairman, McLean County Board

Attest:

Attest:

INTERGOVERNMENTAL AGREEMENT
FOR
MAINTENANCE OF TRAFFIC CONTROL DEVICES

This Agreement is by and between City of Bloomington, hereinafter called "City" and the McLean County hereinafter called the "County".

Part 1	Scope of Services/Responsibilities
Part 2	Compensation for Services
Part 3	General Provisions
Exhibit A	Locations of Subject Traffic Control Devices
Exhibit B	Traffic Signal Maintenance Provisions

PART 1

SCOPE OF SERVICE/RESPONSIBILITIES

A. Maintenance. The City agrees to maintain the traffic signals and other traffic control devices at the intersections listed on Attachment A, attached hereto and incorporated herein by reference, as amended from time to time. For purposes of this Agreement, maintenance shall include all of the activities listed on Exhibit B, attached hereto and incorporated herein by reference. Modernization of traffic control devices is not covered under this agreement. It is agreed that the actual maintenance will be performed by the City, either with its own forces or through contractual agreements.

B. Maintenance Level. The signals and traffic control devices shall be maintained to at least the level of maintenance specified in Exhibit B, which meet the minimum requirements of the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

C. Deficiencies in Maintenance. If in the judgment of the County, the City has not provided maintenance in accordance with the maintenance level specified for this signal installations and devices which it has agreed to maintain, the County will give the City a 30 day notice in writing of specific deficiencies. If the City has not corrected the deficiencies and notified the County within the 30-day period, the County may arrange for the appropriate maintenance efforts and bill the City for its share of costs.

D. Interconnect & Timing. This Agreement shall include maintenance of all signal equipment and interconnects associated with interconnected signal systems listed on Exhibit A. The City, in cooperation with the County, shall determine the signal timing to coordinate and regulate the flow of traffic. No signal timing shall be changed at any intersection without prior County approval.

E. Amendments. Exhibit A may be amended from time to time to add or delete signals, traffic control devices or interconnects, by written agreement of the parties.

F. Plan Review. All traffic signal plans prepared by others for installation on County highways, which are to be added to this agreement, must be reviewed and approved by the City and the County.

PART 2

COMPENSATION FOR SERVICES

A. Cost Sharing. The City and County shall share the cost of energy and maintenance of traffic signals and/or other traffic control devices as indicated in Exhibit A. Each party's proportionate share of the cost shall be determined by the number of approaches to the intersection maintained by each unit of government. The maintenance cost of the interconnect and interconnect related equipment, as well as engineering costs for any approved coordination and timing studies, shall be shared as indicated in Exhibit A.

B. Billing. The City shall bill the County for its costs on a monthly basis. The amount billed shall be the costs incurred less any proceeds from third party damage claims received during the billing period for repair of signals or devices covered by this Agreement. Any proposed single expenditure in excess of \$10,000 for repair or damage to an installation must be approved by the County before the expenditure is made.

The hours, or parts thereof, billed for each maintenance item will be at the actual time directly related to the work task. The County reserves the right to examine the records of the City to determine that costs billed are fully documented.

City costs are composed of labor, equipment, materials and the quality of each. The cost for labor will be determined by the actual hourly rate for the employee plus a multiplier calculated by the City to include direct and indirect labor related costs, retirement, social security, health, hospitalization and life insurance, holidays, vacation, sick leave and workers compensation. Equipment costs will be determined by reference to the Schedule of Average Annual Equipment Ownership Expense. Materials will be at cost.

The cost for contracted work will be the actual cost for the contractor.

PART 3

GENERAL PROVISIONS

A. Term of Agreement/Renewal. The term of this Agreement shall be for one year from the date of execution by all parties. It shall renew automatically for subsequent one year terms unless terminated by either party.

B. Amendments. All changes to this Agreement must be mutually agreed upon by City and County and be incorporated by written amendment, signed by the parties.

C. Termination. Either party may terminate this Agreement by giving written notice to the other 60 days prior to the end of the then current term.

D. Previous Agreements. All traffic signal and traffic control device maintenance and electrical energy provisions contained in presently existing agreements or understandings between the City and the County for traffic signals and/or other traffic control devices covered by this Master Agreement shall upon execution of this Master Agreement by the County be superseded and be of no force or effect.

FOLLOWING IS A LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION.
 THE LEVEL OF MAINTENANCE REFERS TO THE TRAFFIC SIGNAL MAINTENANCE
 PROVISIONS IN EXHIBIT B.

EXHIBIT A
 MASTER AGREEMENT TABLE
 BLOOMINGTON

LOC. NO. INTERSECTION	MAINTENANCE		ENERGY		Level	
	County %	City %	County %	City %		
141	Towanda Barnes Ireland Grove Road	100	0	100	0	1
142	Towanda Barnes and General Electric Rd.	50	50	50	50	1
143	Towanda Barnes and Ft. Jesse Road	50	50	50	50	1

Approved: September, 2002

Revised:

EXHIBIT B

TRAFFIC SIGNAL MAINTENANCE PROVISIONS

A. GENERAL PROVISIONS

1. CABINET PACK

Wiring diagrams, phase diagrams, and manuals that are required to be in each traffic signal controller cabinet at the time of construction completion shall remain in the cabinet. Written documentation of all traffic signal timing changes shall be provided in the cabinet. All entries shall be written in a clear and concise manner. The agent of the maintaining agency making any entries shall provide his signature and date of entry. These shall be kept in the cabinet to assist the City on emergency call outs.

2. HARDWARE SPECIFICATIONS

All equipment and material used shall comply with the requirements of the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Failure to meet IDOT's specifications shall be justification for permanent removal of the non-compliant equipment by the County, with the cost of removal to be the responsibility of the City.

Any costs incurred as a result of exceeding IDOT's specifications for installing new equipment or painting new or used equipment; for example, installing decorative style poles, posts, or mast arm assemblies, will be the sole responsibility of the City.

3. HIGHWAY LIGHTING

For maintenance involving combination traffic signal and lighting unit mast arm assemblies and poles, the foundation, traffic signal mast arm assembly, pole and all signal cable shall be considered part of the traffic signal system. The lighting arm, luminaire and all lighting cable shall be part of the highway lighting system. The highway lighting system components of each combination mast arm assembly and pole shall be tested for proper operation and physical condition during the intersection cabinet inspection, or at least every six months.

4. EMERGENCY VEHICLE PREEMPTION SYSTEM

Test Emergency Vehicle Preemption System (EVPS) equipment for proper operation and physical condition during the intersection cabinet inspection, or at least every six months. All program settings and each sequence of operation must be verified to be correct during each inspection. All cost of inspection and maintaining the EVPS equipment, including the light detectors, light detector amplifiers, radio transmitters and receivers, antennas, confirmation lights, and cables and related components, is the responsibility of City. In addition to regular inspection and maintenance, all cost of repairing or replacing damaged or missing EVPS equipment is the responsibility of City.

5. DAMAGE REPAIRS

Repair or replace any and all equipment damaged by any cause whatsoever.

6. ACCIDENT DAMAGE

Be responsible to make recovery for damage to any part of the installation or system from the party causing the damage.

Whenever third party claims cannot be recovered, the County shall share in the loss.

7. TEMPORARY TRAFFIC CONTROL

Provide temporary traffic control during a period of equipment failure or for when the controller must be disconnected. This may be accomplished through the installation of a spare controller, placing the intersection on flash, manually operating the controller, manually directing traffic through the use of proper authorities, or installing temporary stop signs which will be removed once the signal is in working condition.

8. EMERGENCY PERSONNEL

Provide skilled maintenance personnel who will be available to respond without delay to emergency calls. This may be provided by agency forces, contract, or maintenance agreement. Controller failure, lights out, knockdowns, or two (2) red lights out at intersection are considered emergencies.

Provide the County the names, addresses and telephone numbers of at least two persons, who will be available for emergency repair of the traffic signals and keep the County informed of any changes of same.

9. L.E.D. SIGNAL HEADS

Maintain all light emitting diodes (L.E.D.) signal heads according to instructions provided by each head's manufacturer and vendor so as to prolong their life and assure compliance under any warranties.

B. AS REPORTED OR OBSERVED

1. LAMP REPLACEMENT

Replace burned out lamps for all red signal indications within twenty-four (24) hours of notification of burnout or on the next business day following the notification. However, if two or more red indications for an approach are burned out, these lamps must be replaced as soon as

possible, and under no circumstances longer than twenty-four (24) hours after notification. Replace all other burned out lamps within forty-eight (48) hours or next business day of notification of burnout. Lamp changes shall always include a lens cleaning.

2. SIGNAL ALIGNMENT

Keep signal heads properly adjusted, including plumb, and tightly mounted. All controller cabinets, signal posts and controller pedestals should be tight on their foundations and in alignment.

3. CONTROLLER PROBLEMS

Check the controllers, relays, and detectors after receiving complaints or calls to ascertain that they are functioning properly and make all necessary repairs and replacement.

4. L.E.D. SIGNAL HEAD REPLACEMENT

Provide replacement light emitting diodes (L.E.D.) signal heads that conform to the latest applicable Institute of Transportation Engineers (I. T .E.) specifications for L.E.D. signal heads, including but not limited to, color and intensity requirements.

5. PAINTING

Repaint all signal components exposed to weather as needed.

C. WEEKLY

1. MASTER CONTROLLER SYSTEMS

At locations that are a part of a closed loop signal system repair any and all malfunctions in a timely manner so that the signals remain under the control of the master at all times.

Assist in the implementation of the signal system timing plans.

Maintain the central signal system software on a PC so that the signal system is monitored weekly. Check weekly by phone or location visit for any malfunction. Verify software accuracy to central office software.

D. BI-ANNUAL

1. CABINET INSPECTION

Check the controllers, relays, and detectors to ascertain that they are functioning properly and make all necessary repairs and replacement.

Keep interior of controller cabinet in a clean and neat condition at all times.

2. OBSERVE SIGNALS

Observe the signals at the time of the bi-annual cabinet inspection. This involves stopping and watching for correct detection and timing operation.

3. DETECTION TESTING

Test and inspect vehicle detection inductance loops, loop detectors, and pedestrian detection during cabinet visit bi-annually.

4. VIDEO DETECTION TESTING

Inspect, maintain, and clean all video detection and surveillance systems every six months or as needed, to achieve clean lenses, proper alignment and proper focus. This shall include system camera, lenses, camera housings and hood/shield, pan, tilt, and zoom mechanisms and motors, mounting brackets and hardware, poles, microprocessors, controller, cables and communication equipment, and other related components. Maintenance shall include modifications to programmable detection zones.

E. ANNUAL

1. RELAMP

Clean reflectors, lenses and lamps once every twelve (12) months or as needed. Replacement of lamps shall be performed on the same occasion as the cleaning required in this provision.

2. CONTROLLER CHECK

Remove and clean and overhaul the controller (except solid-state), relays, special auxiliary control equipment, and time clocks once a year or more often if necessary. When solid state controllers malfunction, they shall be removed, repaired, and bench checked. Solid state controllers shall not be removed for annual maintenance inspections.

This annual check should verify software with central office software and reprint cabinet pack timings sheet. Controller check shall occur during a bi-annual cabinet inspection.

3. CONFLICT MONITOR TESTING

Conduct a complete test of each conflict monitor and malfunction management unit. The following tests shall be performed: Indicator, System/Timing, Conflict/Voltage/Clearance, Green/Green Permissive, Complete Permissive, and Extended (inc. Red/Green Dual Display,

Watchdog Failure, etc.). It is recommended that testing be performed with the aid of an automated conflict monitor tester.

4. FUSE AND BREAKER CHECKS

Fuse and breaker check should occur during a bi-annual cabinet inspection. Replace burned out fuses or deteriorated breakers as needed.

5. CLEARANCE TRIMMING

Remove any obstruction blocking the line of sight of the traffic signal face to the motorist. The maintaining agency shall trim trees, bushes or any other form of vegetation blocking said lines of sight. The maintaining agency shall remove, or order the removal of, any man-made obstructions such as signs or banners blocking said line of sight. Visibility for line of sight shall meet the standards established and contained in the Manual on Uniform Traffic Control Devices for Streets and Highways. (MUTCD). All trimmed vegetation shall be legally disposed of by the maintaining agency off the right of way.

6. HARDWARE INSPECTION

Inspect all mast arm assemblies, mast arm poles, brackets (or other types of hardware) supporting traffic heads or pedestrian signal heads on an annual basis. The inspection shall focus on the structural elements of the mast arm assembly and must include a close up, arms length investigation of the mast arm, pole, mast to pole connection, base plate, and anchor bolts.

The arm of the assembly shall be visually inspected at all signal head connections for any defects, such as cracks or buckles. Inspect the mast arm to pole connection for significant loss of section, cracks in welds or base metal, and deterioration of the connection plates. The bolts of the arm to pole connection shall be inspected for tightness and condition. Check the pole for external corrosion, impact damage, rust through perforation, deflection, distortion, or cracking. Closely inspect pole for corrosion near the base plate, especially if mounted on a grout bed. Check welds of the pole to base plate connection for cracks. Inspect base plate for section loss or deformation. Inspect mast arm anchor bolts for any corrosion or bending, and for loose or missing nuts.

Upon discovery of any buckles or significant structural defects (loose or missing nuts, severe corrosion or dents, cracks in welds, plate or structure, etc.), immediately notify the County.

CITY OF BLOOMINGTON

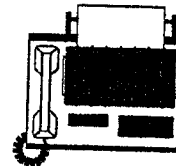
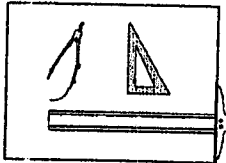
Department of Engineering and Water

401 1/2 S. East Street

Bloomington, IL 61701

Phone No: (309) 434-2225

Fax No: (309) 434-2201



Date: August 27, 2002

To: Jack Mitchel, McLean County Highway Department

Fax #: 662-8038

From: The office of George Drye - Engineering

Number of pages (Including this sheet): 1

The information contained in this transmission is for the use of the individual or entity identified above. Any disclosure, distribution or reproduction of the contents by anyone other than the recipient is strictly prohibited. If you have received this transmission in error, please notify us immediately.

COMMENTS:

Jack, Here are the rates that you asked Mr. Drye to send over.

Mike O'Brien	\$29.14
Darrel Petri	\$25.51
Mike Dennis	\$26.19
Mitch Junis	\$23.84
Dale Rogers	\$24.88

Multiplier	1.65
------------	------

Pickup Truck	\$10.00
Bucket Truck	\$24.00
Boom Truck	\$24.00

If you have any questions please call "Vel" at 434-2644.



COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Memo

To: Honorable Members of the Finance Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge John P. Freese

Date: 08/29/02

Re: Hiring Freeze

As you are aware in July of 2002, the County Board voted to impose a hiring freeze for McLean County general fund employees. In order for a department to fill a position which becomes vacant, approval must be obtained from the Finance Committee.

Since the action was taken by the Board, the Court Services Department has a vacancy in the adult probation division. The position that has become vacant is a 100% AOIC funded position. If this position is not replaced, the county will not receive the revenue from the State for the position. Freezing this position, or any 100% position, in the Court Services Department will not result in substantial savings for McLean County in 2002. The county only receives the revenue when the position is filled.

Not only is this not a cost saving for the county, holding positions in the Court Services Department is a hardship for both the department and the community. Presently the department is functioning below the recommended staffing level, and not being able to replace an officer escalates this staffing shortage. Adult officers' caseloads are presently averaging over 150 per officer. If we are not allowed to fill this position, the officers' average caseload will rise to over 180 per officer. The adult offenders will not receive the supervision needed to assist them in following their court orders, and chances of an offender reoffending increase.

Due to the above issues, I would respectfully request the Finance Committee authorize McLean County Court Services filling any open positions in the department that are 100% AOIC funded.

I will be present at the Finance Committee meeting to answer any questions you may have. Thank you in advance for your consideration of this matter.

RKC:mp

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2002
Combined Annual Appropriation and Budget Ordinance
General Fund 0001**

WHEREAS, the McLean County Board, on November 20, 2001, 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 2002 Fiscal Year beginning January 1, 2002 and ending December 31, 2002; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for all departments and agencies within the General Fund 0001; and,

WHEREAS, reductions in revenue received from the State of Illinois for photo processing sales tax, personal property replacement tax, and salary reimbursement for probation officers combined with losses in local sales tax revenue as a result of property annexations by the City of Bloomington have caused Fiscal Year 2002 General Fund revenues to decline by \$686,350.00; and,

WHEREAS, it is necessary and prudent to set forth specific recommendations for the Fiscal Year 2002 General Fund Appropriation and Budget Ordinance to reflect these circumstances; and,

WHEREAS, the Finance Committee, on Tuesday, September 3, 2002, and the Executive Committee, on Tuesday, September 10, 2002, recommended approval of an Emergency Appropriation Ordinance to reflect these circumstances; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to reduce and otherwise amend the appropriated budgets of the General Fund 0001 department as follows:

Public Defender's Office – 0021

<u>PROG</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>ADOPTED</u>	<u>REDUCE</u>	<u>AMENDED</u>
0057	0516-0001	Occasional/ Seasonal Employees	\$6800.00	\$3798.00	\$3002.00

2. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the departments and agencies herein affected.

(2)

ADOPTED by the County Board of McLean County this 17th day of September, 2002.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



McLean County

OFFICE OF THE ADMINISTRATOR


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

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

Memorandum

To: John Zeunik, County Administrator
From: Terry Lindberg, Assistant County Administrator 
Date: August 29, 2002
Re: Merit Commission

The September Finance Committee packet includes responses from five of the six agencies that failed to meet the target reduction amounts for their 2002 budgets.

The remaining agency, the Sheriff's Merit Commission, recruits and hires deputies and correctional officers for the Sheriff's Department, and also conducts disciplinary and termination hearings for deputies and officers. The Commission consists of five appointed members and a part-time secretary. They have a very small budget, totaling \$14,631. The frequency of their meetings is determined by the Sheriff's staffing needs. Their job is to maintain an eligible candidate list so they can respond promptly when the Sheriff asks for applicants to fill deputy or correctional officer vacancies.


As of August 29, 2002, the Merit Commission has spent nearly 80 percent of its annual budget, due to a higher than normal number of applicant interviews applicants to develop and maintain a deputy candidate list for the Sheriff.

The target reduction figure for this agency was a modest \$521. It is likely 2002 expenditures will equal or exceed the original budget.

I respectfully recommend no reductions in the Merit Commission budget.



PEGGY ANN MILTON
COUNTY CLERK
(309) 888-5190
Fax (309) 888-5932
Tax Extension (309) 888-5187
Voter's Registration (309) 888-5186
104 W. Front Room 704 Bloomington, IL 61701
E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: August 26, 2002
TO: Finance Committee
FROM: Peggy Ann Milton 
RE: FY 2002 General Fund Budget - Finance Committee Request

I realize our department did not meet your budget reduction amount of \$12,696. Let me assure you, we carefully reviewed our budget in an attempt to comply.

In the August 22, 2002 memo from John M. Zeunik, we were asked to answer two questions, answers follow:

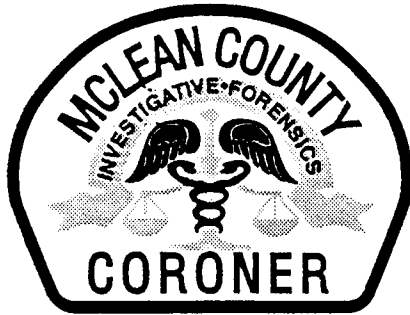
- (1) During the FY 2002 original budget cycle, we drastically reduced our operating line-item account expenditures. Had it not been for a temporarily vacant position in our office, we would not have been able to contribute the \$9,470. We currently do not have any vacant positions. We are a small department that is already understaffed so further reductions in staff are not practical. Current staff has by far passed realistic production levels. We've nearly doubled our receipts since 1998, which is indicative of the increased workload in our office.
- (2) Further reductions to our FY 2002 departmental budget are not doable because most of our departmental functions are mandated by statute (elections, vitals, taxes). During the FY 2002 budget cycle, we did not account for six (6) polling place changes, which incurred additional postage expense of approximately \$1,243. We did not anticipate the electoral board meeting, which cost \$140 for transcript expense. We inaccurately budgeted for our election judge line item by an underestimate of approximately \$7,000 (we did not include election night judges, mileage, or return of supplies). Even a minor unanticipated event such as our shredder needing to be replaced caused our initial reduction figure to be overestimated.

As you are aware, we were proactive in requesting a fee study be conducted in our office when we realized we were drastically undercharging for various procedures. Due to this fee study, our year-to-date revenue totals through July 31, 2002 are in excess of \$56,000 more than last year at this same time. While I'm aware revenues are not being considered, I do believe our action which generated additional unanticipated revenue, should be taken into account.

Let me know if you have further questions or comments.

Thank you.

cc: John M. Zeunik
Terry Lindberg



BETH C. KIMMERLING

CORONER

Office (309) 888-5210


FAX (309) 888-5090

104 W. Front

P.O. Box 2400

Bloomington, Illinois 61702-2400

To: John M. ZeuniK
County Administrator

From: Beth C. Kimmerling 
County Coroner

Date: August 29, 2002

Re: FY 2002 Budget—Finance Committee Request

With respect to your August 22nd 2002 memorandum, my responses to your two questions are as follows:

- 1) No other additional budget reductions may be made in line-item account expenditures, salary savings, or reductions in staff without diminishing the services that my office provides to the public.
- 2) Please refer to the July 30th 2002 memorandum that I attached to my specified FY 2002 budget reductions. Within this memo, I explained why I was \$1,776 short of your intended goal. In case this memo has been misplaced, I have attached a copy for your review.
 - During our budget discussions for FY 2002, I brought you a proposal in which I streamlined operations within the Coroner's Office. Specifically, this proposal eliminated one payroll line item entirely, thus giving back to the County's general fund approximately \$5,000. The only way I am able to affect the amount of funds spent in salaries for the remainder of FY 2002 is to adjust scheduling within the office. My July 30th memorandum explains that I will try to explore temporary scheduling options that do not violate the Fair Labor Standards Act for the 24-hour staffing of this office.
 - As you are aware, the caseload within the Coroner's Office increased approximately 30% from FY 2000 to FY 2001. We were asked to hold budget figures for FY 2002, specifically autopsy and toxicology line items, at FY 2000

- levels. However, my monthly presentations to the Justice Committee year-to-date show a 14% increase from FY 2001 to FY 2002. This year we budgeted for 70 autopsies and we have performed 69 autopsies as of this morning.
- I understand the County's financial position and am willing to work with you in order to obtain your desired goal. If I did not understand its position, then why for FY 2003 budget discussions would I choose not to make requests for an additional full-time death investigator and a new vehicle? I chose not to make these requests because I do understand the County's financial position.

In conclusion, although crime statistics may be decreasing, death investigations are increasing, and the Coroner's Office is busier than every before. If you have any questions pertaining to this memorandum or the number of active/completed death investigations in the office, please do not hesitate to call me.

COPY

INTERDEPARTMENTAL MEMO

To: John Zeunik
County Administrator

From: Beth Kimmerling
County Coroner

cc: Joseph Sommer
Justice Committee Chairman

Date: July 30, 2002

Re: Proposed 2002 Reductions to address the 2002 Budget Crisis

Attached is the 2002 budget listing for the Coroner's Office with my reductions proposed in ten line items equaling \$8,255 being returned to the county. I am aware that this figure is \$1,776 short of the requested \$10,031, however the Coroner's Office budget is one of the leanest budgets within the county, and I simply do not have more areas from which to cut without affecting provided services.

Please note that I submit these reductions with the following issues/concerns in mind:

- Remember that I already made a significant budget reduction for fiscal year 2002. During the early stages of budget preparation for 2002, I proposed a 9 percent reduction in payroll in order to streamline operations within the office and improve the fiscal position of the county.
- If 2002 death investigations continue at their current level, year-end autopsy and toxicology line items will be over-budget – anywhere from \$20,000 to \$25,000. As you are aware, last year (2001) was the busiest year for Coroner's Office death investigations. This year the trend continues as we have experienced a 14 percent increase in death investigations, fueled by suicides (11), motor vehicle crashes (10) and drug overdoses (7).

- The largest percentage of my proposed reductions includes a \$2,500 cut in part-time salaries. Because I cannot ask my employees to work more hours for less money, I will be exploring temporary scheduling options that do not violate the Fair Labor Standards Act for the 24-hour staffing of this office.
- My largest concern is that the reductions to which I have agreed – reductions that my department cannot afford – will be the new starting point for discussions involving the 2003 budget. My Chief Deputy has been assured by the County Administrator's Office this will not be the case, and I will accept that assurance.

As always, please do not hesitate to contact me directly if you have any questions.

Thank you.



OFFICE OF THE PUBLIC DEFENDER
(309) 888-5235 Fax (309) 888-5765
Law & Justice Center
104 W. Front Room 603 Bloomington, Illinois 61701

To: John Zeunik, County Administrator
Terry Lindberg, Assistant County Administrator
McLean County Board Finance Committee

From: Amy Davis, Public Defender

Date: 08/27/02

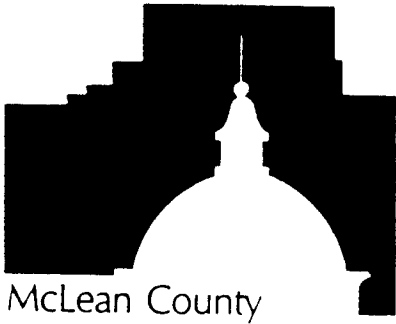
Re: 2002 Budget Reduction

I. Per the Finance Committee's request, we have reviewed our FY 2002 budget for further reduction. At this time, we are able to reduce our budget by an additional \$3,798.00. The reduction is from the 0001-0021-0057-0516-0001 line item for seasonal employees. This position, which originated from the Drug and Violent crime grant, was categorized as a paralegal position. In the Spring of 2001 the County Board adopted the grant positions as County positions and the salary for the paralegal position was placed in the seasonal employee line item at Terry Lindberg's suggestion. For the purpose of payroll this position was then categorized as a "file clerk" position.

We have reviewed the budget performance report and totaled the amounts which were expended for the file clerk position. As of August 27, 2002, we have \$3,798.00 unexpended in this line item.

II. Further reductions in the Public Defender budget are impossible without eliminating staff.

Amy Davis



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

August 28, 2002

TO: John Zeunik, County Administrator
FROM: Sheriff David Owens
SUBJ: FINANCE COMMITTEE REQUEST

Due to budgetary constraints, the McLean County Sheriff's Office was asked to cut their FY/2002 budget by \$184,059.

Chief Deputy Love and I have reviewed our operational budget line item by line item and have made as many cuts to our existing budget as we believe we can. We did not make paper cuts. We made cuts we felt we could live with and still continue to provide the services that we are mandated to provide to the community.

We have agreed not to fill one law enforcement FTE from a retirement in July and one correctional officer position, which is open from a resignation. We have also agreed to reductions in our part time employee line to help to comply with your requests. We have frozen all spending except for essential items in hopes of returning additional money to the general fund at year's end. Any further cuts would directly impact our ability to provide public safety services to the community.

In 2001, during the budget process for FY/2002 budget, we cut \$90,327 from our original budget request from our operational budget and now have cut an additional \$109,873 from our existing FY/2002 budget. That totals up to \$200,200 in cuts from the FY/2002 budget that we originally requested.

I believe we have provided you with all of the budget reductions we can at the present time. We will continue to diligently review our remaining budget to identify any additional cost savings we can make.

Unfortunately, I will not be able to attend the September Finance Committee meeting, as I will be out of state on that date. If you have any questions, please contact me.

Dave Owens
Sheriff

**McLean County
State's Attorney's Office
104 W. Front St., Room 605
Bloomington, IL 61701
Telephone: 309 – 888 – 5400
FAX: 309 – 888 – 5429**

Memo

To: McLean County Finance Committee

From: Charles G. Reynard

Cindy Outlaw

Date: August 29, 2002

Re: FY02 General Fund Budget

In an attempt to explain why our department is unable to meet or exceed the FY02 budget reduction amount by making further reductions to the FY02 departmental budget, please consider the following:

When the FY02 department head requested budget was prepared, our department had a very modest increase (1.84%) over FY01. In late August 2001, we were asked to take another look and trim our requests where possible. At that time we cut \$11,700 from our requested expense budget. The FY02 Adopted Budget for our department expense lines then totaled \$253,517. In July 2002, the Board requested that our department trim an additional \$43,770 from our FY02 Adopted Budget. We took a realistic look at our remaining FY02 budget and made cuts totaling \$31,978 from our expense and overtime lines. From our original FY02 "department head request" expense budget, we cut a total of \$43,678, making our FY02 expense budget \$31,693 less than our FY01 amended expense budget. There does not appear to be any additional "fat" to trim from our expense budget lines.

However, with respect to our Program 20 Contract Services line item, we are looking into various options with reference to the County's contract with Transworld Systems, Inc. One option would be to discontinue their services, but the County would then lose that revenue source. Should we decide to continue using them for collection of delinquent fines and court costs, which I assume would be the case, one payment option would involve depleting our FY02 funds and approximately one-half of our FY03 requested funds in this line item. The other option would allow us to purchase

sufficient accounts to finish out 2002 and carry us through 2003 and divide the payment between the two fiscal year budgets. This option would allow us to reduce both our FY02 line and our FY03 requested line amounts. I would be interested in your feedback as to which is the most fiscally responsible option for the County at this time.

The State's Attorney's Office FY02 personnel budget was projected by the County Administrator's Office in an amount which, as it turns out, was considerably less than would have been necessary to fund our personnel needs had we not experienced significant professional staff and other turnover. During our budget meeting with Mr. Zeunik and Mr. Lindberg during the summer of 2001, the comment was made that our department salary projection for FY02 looked about 2.5% lower than usual. Per the FY01 Adopted Budget, our personnel costs were \$1,537,278. Our FY02 personnel costs were figured at \$1,576,071, a 2.52% increase over FY01.

When we recently looked to our personnel budget to recover the requested FY02 cuts, we discovered the results of this "under-funding", which has caused us to be unable to fully comply with the County Board's request. Per the latest Budget Performance Report, dated August 22, 2002, with 58% of the fiscal year completed, we have expended 59% of our adopted personnel budget.

Thank you for your consideration of this response to your request for information regarding General Fund budget reduction for the State's Attorney's Office.

DRAFT

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

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

PART I – SCOPE AND DEFINITIONS

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

PART II – PARTIES' OBLIGATIONS

- 16 A. **Joint Obligations.** The parties agree that the duties undertaken in this Agreement shall be
17 performed in accordance with all applicable Federal and State laws, rules, regulations, policy and
18 procedures including, but not limited to the following:
- 19 1. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - 20 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing
21 at Title 45 Code of Federal Regulations.
 - 22 3. Department rules pertaining to the establishment, modification and enforcement of child
23 support and medical support obligations in IV-D cases, appearing in Title 89 Illinois
24 Administrative Code.
 - 25 4. The Department's Child Support Enforcement Manual.
 - 26 5. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
 - 27 6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

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

- 29 1. To refer or cause to be referred to the State's Attorney IV-D matters involving the
30 establishment of parentage and the establishment, modification, enforcement and collection
31 of IV-D child support obligations.
- 32 2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules,
33 regulations, policy and procedures affecting the handling of IV-D cases by the State's
34 Attorney within five (5) days after receiving said changes and amendments.
- 35 3. To provide assistance to the State's Attorney for initial interview of custodial and
36 non-custodial parents and preparation of pleadings, including a determination of arrearages
37 owed, as reflected in court payment and Department records.
- 38 4. To review all cases referred to the State's Attorney to insure that information is both
39 pertinent and accurate and that documents are complete.
- 40 5. To make available to the State's Attorney the services of its State Parent Locator Service.
- 41 6. To provide access to IV-D case records of the Department for use by the State's Attorney
42 in performing its duties under this Agreement.
- 43 7. To inform the State's Attorney, within time periods required by Federal regulations or
44 Department policy, of any change in the status or composition of a IV-D case which would
45 affect handling of the case by the State's Attorney.
- 46 8. To monitor on a monthly basis the State's Attorney's performance of and compliance with
47 the duties undertaken in this Agreement.
- 48 9. To provide training to Department or State's Attorney staff on specific issues of mutual
49 concern.
- 50 10. To furnish, at the request of the State's Attorney, available assistance, information and
51 documents needed by the State's Attorney in order to verify payments, amount of
52 collections, or reduction of claims.

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

- 54 1. To accept for handling all IV-D matters, as defined in **Part I, Section B.** of this Agreement,
55 and to perform and comply with the duties set forth in the Appendices, attached hereto and
56 made a part hereof.
- 57 2. To submit to the Department ninety (90) calendar days before the date of the termination
58 of this Agreement, a proposed budget and a personnel plan ~~submission~~ for the State's
59 Attorney's Title IV-D Unit for the period to be covered by an immediately succeeding
60 Agreement between the parties.

- 61 3. To submit to the Department ninety (90) calendar days before the date of the termination
62 of this Agreement, a complete operational plan, hereinafter referred to as **Appendix A.**,
63 outlining all activities to be performed by the State's Attorney's IV-D Unit in the next
64 contract year.
- 65 4. To provide initial and ongoing training to newly assigned and existing State's Attorney staff
66 necessary to carry out the responsibilities of this Agreement, including, but not limited to
67 IV-D policy and procedure, the Family Support Information System (FSIS), Key
68 Information Delivery System (KIDS), statutory provisions and case decisions relating to
69 child support and any other matters mutually agreed upon by the parties. The State's
70 Attorney will provide to the Department a current copy of all training packets and modules.
- 71 5. To maintain and provide to the Department and the Office of the Illinois Attorney General
72 a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D
73 activities and functions. Updates, corrections or changes affecting IV-D procedure will be
74 submitted to the Department five (5) calendar days prior to their occurrence.
- 75 6. To submit monthly reports and any other reports required by the Department, the format and
76 content of which shall be as specified by the Department after consultation with the State's
77 Attorney, and any report required by the Federal Office of Child Support Enforcement.
- 78 7. To report to the Department, within five (5) calendar days any information obtained which
79 may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D
80 services.
- 81 8. To establish, maintain and update complete inventory lists of all equipment purchased and
82 received with contract funds. Lists shall be kept separately for Electronic Data Processing
83 (EDP) equipment and for other equipment and shall include all existing equipment which
84 had been previously purchased with contract funds and all equipment purchased and
85 received with contract funds during the period of this Agreement. A report detailing all such
86 purchases made during the month shall be submitted to the Department by the 710th work
87 business day after the end of the month along with reports of actual expenditures (**Part III,**
88 **Section C.2.**).
- 89 9. To use all reasonable diligence in performing the duties undertaken in this Agreement.
- 90 ~~10. During the course of this contract period but no later than December 1, 2001, to meet with~~
91 ~~a representative from the Department to discuss possible revisions to **Appendix A.** and~~
92 ~~other sections of this Intergovernmental Agreement, effective July 1, 2002 through June 30,~~
93 ~~2003. These discussions will include development of a statewide model for the delivery of~~
94 ~~child support services. (Replaced with insert below moved from Appendix A)~~
95 That when handling any case referrals made by the Department under this Agreement, the
96 attorneys employed by the Office of the State's Attorney represent the Department
97 exclusively, and they do not represent the custodial parent, non-custodial parent or any party
98 to the action other than the Department. The State's Attorney understands that the Attorney
99 General is the legal representative for the Department with regard to all appellate
100 proceedings involving IV-D cases.

PART III – FUNDING

A. Budget and Inventory.

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1. The State's Attorney's budget (**Appendix B., Part 1**) and Personnel Services Detail (**Appendix B., Part 2**) and operational plan (**Appendix A.**), as approved by the Department, are set forth in the Appendices, attached hereto and made a part hereof. The Maximum amount available under this Agreement for FY03 shall not exceed \$297,670. The Maximum amount available under this Agreement for FY04 shall not exceed \$124,029.
2. The State's Attorney will secure the Department's prior written approval for transfers into and out of the Personnel Services budget and for transfers between other line items of the budget in excess of ten percent (10%) of the total non-Personnel Services Budget.
3. The budget and expenditure reports will be reviewed by the Department at such times as the Department or the State's Attorney deem appropriate. Should the Department determine as a result of such review(s) that an overpayment or underpayment has been made, the matter shall be rectified by separate payment by the appropriate party or by adjustment to future periodic payments owed by the Department.
4. The State's Attorney shall conduct an inventory of equipment purchased with Department funds, using an inventory list provided by the Department, ~~and submit a detailed report of equipment to the Department~~ in accordance with the provisions of 45 CFR 74.34 and the Department's policy. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the State's Attorney agrees to cooperate. The State's Attorney shall submit the report to the Department no later than December 31, 200~~1~~ 2 and December 31, 2003 to:

Illinois Department of Public Aid
 Division of Child Support Enforcement
 Attn: Meredith E. Ritchie, Contract Manager
 32 W. Randolph Street, Room 300
 Chicago, Illinois 60601

5. In accordance with the provisions of 45 CFR 95.705, 44 Il Adm. Code 5010.660 and other State and Federal law and regulations, the State's Attorney shall transfer to the Department, upon the request of the Department, all equipment purchased under the terms of this or any preceding Agreement between the parties, ~~or the residual value of the equipment, if this Agreement is terminated or if said equipment is no longer needed by the State's Attorney to perform its duties under this Agreement.~~

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

142 **B. Funding and Payment.**

143 1. The Department will arrange for funding, during the period covered by this Agreement, in
144 accordance with existing federal regulations, to reimburse the State's Attorney for direct and
145 indirect costs, subject to Federal Financial Participation (FFP), incurred by the State's
146 Attorney in performing the duties undertaken in this Agreement. Such costs are denoted in
147 the budget incorporated into this Agreement as **Appendix B**. The Department will
148 reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with
149 federal regulations.

150 2. All funds under the terms of this Intergovernmental Agreement are to be used for the
151 express purpose of Title IV-D child support enforcement efforts.

152 ~~3. All Title IV-D funds held by the State's Attorney must be deposited in an interest-bearing
153 bank account. Any interest earned on the Title IV-D money must be identified and deducted
154 from actual expenditures reported to the Department.~~

155 43. The parties will make final determination of the necessary costs incurred under this
156 Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of
157 the close of business on the date of termination of this Agreement from expenditures
158 submitted by the State's Attorney. The Department will reimburse the State's Attorney for
159 any underpayment of such finally determined costs under **Part III, Section B.1.**, and the
160 State's Attorney will reimburse the Department for any overpayment under **Part III,**
161 **Section B.1.**, within sixty (60) calendar days after such determination.

162 54. The total direct and indirect costs incurred by the State's Attorney in performing the duties
163 undertaken in this agreement are to be one hundred (100%) funded through a combination
164 of federal and State funds, except for those costs not mutually agreed upon or not subject
165 to FFP, as provided in **Part III, Section B.1.**

166 65. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full
167 payment owed to the State's Attorney by the Department or the IV-D client under Federal
168 or State law for the duties performed by the State's Attorney under this Agreement. The
169 State's Attorney will not seek any additional payment from the Department or the IV-D
170 client for the performance of these duties.

171 76. The State's Attorney will be solely responsible and liable for all expenditure disallowances
172 resulting from audit by the federal Office of Child Support Enforcement or by the

173 Department. The State's Attorney will reimburse the Department for the amount of any such
 174 disallowance; provided however, the Department shall be required to give the State's
 175 Attorney timely notice of any such disallowances and an opportunity to rebut any question
 176 of the State's Attorney's liability. The State's Attorney, however, shall not be held liable for
 177 any disallowances concerning expenditures the State's Attorney undertook at the request of,
 178 or with the written approval of, the Department.

179 87. All expenditure reports and revisions to expenditure reports for the period July 1, 2002,
 180 through June 30, 2003, must be received by the Department no later than August 8, 2003,
 181 in order to ensure payment under this Agreement. All expenditure reports and revisions to
 182 expenditure reports for the period July 1, 2003, through November 30, 2003, must be
 183 received by the Department no later than January 15, 2004 in order to ensure payment
 184 under this Agreement. Failure by the State's Attorney to present such reports prior to the
 185 August 8, 2003 and January 15, 2004 deadline may require the State's Attorney to seek
 186 payment for such expenditures through the Illinois Court of Claims and the General
 187 Assembly.

188 98. The amount of indirect costs allowable under this Agreement is the amount reflected on
 189 **Appendix B.**

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

- 191 1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely
 192 receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and**
 193 **C.3.**, and upon the availability of Federal and State funds.
- 194 2. The State's Attorney will submit to the Department reports of actual expenditures ten (10)
 195 ~~work~~ business days following the month of such expenditures. (See **Appendix C.**) Under
 196 Illinois' Prompt Payment Act, the Department will authorize payment to the State's
 197 Attorney within thirty (30) days after receipt of complete, accurate and valid expenditure
 198 reports with appropriate documentation in order to facilitate payment to the State's Attorney
 199 ~~within sixty (60) days.~~ Reports shall be mailed to:

200 Illinois Department of Public Aid
 201 Division of Finance and Budget
 202 Contract & Expenditure Processing Unit
 203 509 S. 6th Street, 3rd Floor
 204 Springfield, Illinois 62701

- 205 3. The State's Attorney agrees to maintain and submit to the Department records, including
 206 but not limited to, payroll records, ~~time sheets,~~ purchase orders, leases, billings, adequate
 207 to identify total time expended each month by State's Attorney staff filling positions
 208 indicated in **Appendix B.**, and the purpose for which any non-personnel funds were
 209 expended under this Agreement. For purposes of amounts reimbursable under **Part III,**
 210 **Section B.1.**, only those expenses or portions thereof stated in **Appendix B.** are
 211 reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of

payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made. The State's Attorney agrees to provide time sheets for any temporary employees or contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.

- 4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. Local governments that receive \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the State's Attorney participates. Such audit report (s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The State's Attorney must submit two (2) copies of any required audit within thirty (30) days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:

Illinois Department of Public Aid
 Division of Child Support Enforcement
 Attn: Meredith E. Ritchie, Contract Manager
 32 W. Randolph Street, Room 300
 Chicago, Illinois 60601

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

- a. The cost of new or additional leases or rental agreements for either real or personal property.
- b. The cost of any ~~non-expendable personal property exceeding~~ furniture and equipment of at least \$100.00 in unit cost ~~and having a life expectancy of more than one year or~~, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. The Department shall provide a written response within ten (10) business days for EDP equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
- c. The cost of any seminar fees, conference fees and travel outside of the State's Attorney's county, subject to State travel regulations as provided in **Part V, Section E.4.**

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

Name: _____
 Phone Number: _____

- 254 7. The Department shall be responsible for maintaining and providing supplies for any
- 255 hardware and software provided directly by the Department. The State's Attorney shall
- 256 contact the following local LAN Coordinator regarding supplies and maintenance related
- 257 for this equipment:

258 Name: _____

259 Phone Number: _____

- 260 8. The State's Attorney shall be responsible for obtaining hardware, software and office
- 261 equipment maintenance agreements and for purchasing supplies for all equipment purchased
- 262 under this or any Agreement between the parties.

PART IV – COMPLIANCE

- 263 A. If the Department determines that the State's Attorney's compliance with one or more provisions
- 264 of this Agreement is unacceptable, the ~~Department~~State's Attorney will develop a plan for
- 265 corrective action by mutual agreement with the ~~State's Attorney~~Department.
- 266 B. The State's Attorney agrees to take all prescribed steps and actions to comply with the
- 267 requirements of any corrective action plan agreed upon by the parties.

PART V – TERMS, CONDITIONS & CERTIFICATIONS

- 268 A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:
- 269 1. Provisions apply to successive events and transactions;
- 270 2. "Or" is not exclusive;
- 271 3. References to statutes and rules include subsequent amendments and successors thereto;
- 272 4. The various headings of this Agreement are provided for convenience only and shall not
- 273 affect the meaning or interpretation of this Agreement or any provision hereof;
- 274 5. If any payment or delivery hereunder shall be due on any day which is not a business day,
- 275 such payment or delivery shall be made on the next succeeding business day;
- 276 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through
- 277 Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;

- 278 7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female
279 gender (e.g., "she", "her"), and vice versa;
- 280 8. Words in the plural which should be singular by context shall be so read, and vice versa;
281 and
- 282 9. The Illinois Department of Public Aid (DPA) shall mean the Illinois Department of Public
283 Aid or any successor agency charged with administering child support enforcement or
284 medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

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

- 286 1. **Term.** This Agreement shall be effective on July 1, 2002, and shall continue through
287 November 30, 2003 unless the Agreement is otherwise terminated as set forth in **Part V,**
288 **Section C.**
- 289 2. **Renewal.** Subject to the provisions stated in **Appendix A, Paragraph 35,** this Agreement
290 may be renewed for additional periods by each party furnishing written notification of such
291 intent, with the time period of coverage and contract amount for such renewal specified in
292 the written notice. In no event shall the renewal terms and the initial term of the Agreement
293 exceed three (3) years.
- 294 3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the
295 applicable Department's Administrative Rules, shall constitute the entire present Agreement
296 between the parties. This Agreement constitutes a total integration of all rights, benefits and
297 obligations of the parties, and there exist no other agreements or understandings, oral or
298 otherwise, that bind any of the parties regarding the subject matter of this Agreement. This
299 Agreement supersedes and revokes any prior Agreement between the parties as to the
300 subject matter of this Agreement.

301 **C. Termination of Agreement.**

- 302 1. **Availability of Funds.** This Agreement is subject to the availability of Department
303 appropriation and the availability of Federal funds for the purpose outlined in the
304 Agreement. The Department's obligations hereunder shall be subject to automatic
305 termination as provided in this **Part V, Section C.** in any year for which the General
306 Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation
307 or reappropriation to pay such obligations. The Department shall provide notice to the
308 County of the cessation of funding and termination of this Agreement under this section
309 within five (5) calendar days after the Department receives notice that its funding will cease.
- 310 2. **Termination Without Cause.** This Agreement may be terminated by the Department or
311 by the State's Attorney without cause upon thirty (30) days' written notice to the other party.
312 The State's Attorney, the Department and the Office of the Illinois Attorney General will
313 all cooperate with each other to create and implement a plan for transition of child support
314 enforcement services. Upon termination, the State's Attorney shall be paid for work
315 satisfactorily completed prior to the date of termination.

- 316 3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to
 317 any litigation, investigation or transaction that may reasonably be considered to have a
 318 material impact on the State's Attorney's ability to perform under this Agreement, the
 319 State's Attorney will immediately notify the Department in writing.

- 320 4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this
 321 Agreement or to exercise any right or privilege hereunder shall not be construed as a
 322 continuing or future waiver of such term, condition, right or privilege.

- 323 5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by
 324 the Department for any of the following reasons. The State's Attorney, the Department and
 325 the Office of the Illinois Attorney General will all cooperate with each other to create and
 326 implement a plan for transition of child support enforcement services.
 - 327 a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - 328 b. If the State's Attorney breaches any of the representations, warranties or covenants set
 329 forth in **Part V, Section G.** of this Agreement, which breach inhibits the Department's
 330 ability to collect FFP;
 - 331 c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a
 332 law so as to prohibit the continuance of this Agreement or the child support enforcement
 333 program;
 - 334 d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section**
 335 **F.2.** of this Agreement; or
 - 336 e. If an extraordinary event beyond the control of the State's Attorney such as destruction
 337 of the facility by fire, flood or another act of God, prevents the State's Attorney from
 338 fulfilling their obligations under this Agreement.

339 **D. Contract Management and Notices.**

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

345 Illinois Department of Public Aid
 346 Division of Child Support Enforcement
 347 Attn: Meredith E. Ritchie, Contract Manager
 348 32 W. Randolph Street, Room 300
 349 Chicago, Illinois 60601

350 2. **Notices.**

- 351 a. All telephonic communications between the parties shall be made to the telephone
 352 number(s) set forth below. All written notices, requests and communications, unless
 353 specifically required to be given by a specific method, may be: (1) delivered in person,

354 obtaining a signature indicating successful delivery; (2) sent by a recognized overnight
 355 delivery service, obtaining a signature indicating successful delivery; (3) sent by certified
 356 mail, obtaining a signature indicating successful delivery; or (4) transmitted by
 357 telefacsimile, producing a document indicating the date and time of successful
 358 transmission, to the address or telefacsimile number set forth below. Either party may at
 359 any time give notice in writing to the other party of a change of name, address, or
 360 telephone or telefacsimile number.

361 Department: Jackie Garner, Director
 362 Illinois Department of Public Aid
 363 201 South Grand Avenue East
 364 Springfield, Illinois 62763

365 State's Attorney: Charles G. Reynard
 366 McLean County State's Attorney
 367 104 W. Front Street, Room 605
 368 Bloomington, Illinois 61702-2400

369 Remittance Address: McLean County State's Attorney
 370 P.O. Box 2400
 371 Bloomington, Illinois 61702-2400

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

374 Department: Meredith E. Ritchie, Contract Manager
 375 Telephone: (312) 793-3846
 376 Fax: (312) 793-0878

377 State's Attorney: Todd C. Miller
 378 Telephone: (309) 888-5400
 379 Fax: (309) 888-5429

380 **E. Payment.**

- 381 1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this
 382 Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement
 383 results in the withholding of Federal funds from the State, the Department will withhold and
 384 retain an equivalent amount from payment(s) to the State's Attorney until such Federal
 385 funds are released to the State, at which time the Department will release to the State's
 386 Attorney the equivalent withheld funds.
- 387 2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or
 388 suspended in accordance with **Part V, Section F.4.**

- 389 3. **Computational Error.** The Department reserves the right to correct any mathematical or
 390 computational error in payment subtotals or total contractual obligation. The Department
 391 will notify the State's Attorney of any such corrections.

- 392 4. **Travel.** Payment for travel expenses will be made by the Department under this Agreement
 393 subject to State rules, regulations and reimbursement rates for those individuals associated
 394 with this Agreement.

395 **F. General Terms.**

- 396 1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply
 397 with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes
 398 and regulations of Federal, State, County and local governmental agencies which in any
 399 manner affect the terms of this Agreement.

400 2. **Amendments.**

- 401 a. This Agreement may be amended or modified by the mutual consent of the parties at any
 402 time during its term. Amendments to this Agreement must be in writing and signed by
 403 the parties. No change in, addition to, or waiver of any term or condition of this
 404 Agreement shall be binding on the Department unless approved in writing by an
 405 authorized representative of the Department.
- 406 b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department
 407 and receipt of a proposed amendment to this Agreement, amend this Agreement, if and
 408 when required, in the opinion of the Department, to comply with Federal or State laws
 409 or regulations, and upon the interpretation and advice of appropriate federal agency or
 410 agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign
 411 such amendment within fifteen (15) business days after receipt, this Agreement shall
 412 terminate as provided in **Part V, Section C.**

- 413 3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement
 414 without the other party's prior written consent.

415 4. **Audits and Records.**

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

428 exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall
429 immediately refund all amounts which may be due to the Department.

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

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

- 444 a. **Choice of Law.** This Agreement shall be governed by and construed according to the
445 laws and administrative rules of the State of Illinois. Any claim against the State arising
446 out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if
447 jurisdiction is not accepted by that court, with the appropriate State or Federal court
448 located in Sangamon County, Illinois.
- 449 b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a
450 dispute as to the meaning of a requirement solely included as a result of a Federal
451 regulation applicable to or referred to in this Agreement, the Department will request an
452 interpretation from the appropriate Federal agency or agencies, and that interpretation
453 will be adopted by the Department and the State's Attorney.

454 **6. Confidentiality.**

- 455 a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality
456 of information provided by the other party, or to which the receiving party obtains access
457 by virtue of its performance under this Agreement, that either has been reasonably
458 identified as confidential by the disclosing party or by its nature warrants confidential
459 treatment. The receiving party shall use such information only for the purpose of this
460 Agreement and shall not disclose it to anyone except those of its employees who need
461 to know the information. These nondisclosure obligations shall not apply to information
462 that is or becomes public through no breach of this Agreement, that is received from a
463 third party free to disclose it, that is independently developed by the receiving party, or
464 that is required by law to be disclosed. Confidential information shall be returned to the
465 disclosing party upon request.
- 466 b. **Confidentiality of Program Recipient Identification.** The State's Attorney shall
467 ensure that all information, records, data, and data elements pertaining to applicants for
468 and recipients of public assistance, or to providers, facilities, and associations, shall be
469 protected from unauthorized disclosure by the State's Attorney and its employees and by

the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.

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

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

9. **Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the State's Attorney may have under the State Employees Indemnification Act. Solely for the purposes of services performed under this Agreement, the State's Attorney and its employees shall perform in the role of independent contractors of the Department. The State's Attorney shall be responsible for payment of all compensation, including pension benefits due to any person employed by State's Attorney. State's Attorney employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other solely by virtue of this Agreement. Payment by the Department into any State's Attorney employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Appendix B, shall not be construed to create an employment relationship between the State's Attorney employee or the State's Attorney and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.

10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement.

11. **Nondiscrimination.** The State's Attorney shall abide by all Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but not limited to the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The State's Attorney further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.

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

522 13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment
 523 with funds received under this Agreement without having obtained the Department's prior
 524 approval. For purposes of this Article, "equipment" shall include any product, tangible and
 525 non-tangible, used solely in the State's Attorney's performance under this Agreement ~~and~~
 526 ~~having a useful life of one (1) year or more and an acquisition cost of at least \$100.~~ The
 527 State's Attorney acknowledges that the Department is under no obligation to give consent
 528 and that the Department may, if it gives consent, subject that consent to such additional
 529 terms and conditions as the Department may require. The Department shall have the right
 530 to require transfer of any such purchase to the Department, including transfer of title. In the
 531 event of termination of this Agreement, the Department has the right of first refusal for all
 532 property purchased under this or any prior agreements. Should the State's Attorney decide
 533 to dispose of or transfer any equipment purchased under this or any prior agreements, the
 534 Department has the right of first refusal.

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

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

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

17. **Subcontracts.**

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

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

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

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

- a. The State's Attorney warrants to the Department that:
 - i. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
 - ii. The person executing this Agreement on behalf of the State's Attorney is duly authorized to execute the Agreement and bind the State's Attorney to all terms and conditions hereunder; and
 - iii. For a period of ninety (90) days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the State's Attorney will be expeditiously corrected by the State's Attorney without additional charge to the Department.

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

2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to recompense that Person for not having bid on a State contract.

3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

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4. **Business Enterprise for Minorities, Females and Persons with Disabilities.** The State's Attorney certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached certification.

5. **Clean Air Act and Clean Water Act.** The State's Attorney certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.

6. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The State's Attorney shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.

7. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.

8. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The State's Attorney certifies, under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear above the State's Attorney's signature are correct.

9. **Lobbying.**
 - a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the State's Attorney, 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 contract, the making of any Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federally 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 State's Attorney shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal Operations.

- 631 c. The State's Attorney shall require that the language of this certification be included in
632 the award document for subawards at all tiers (including subcontracts, subgrants, and
633 contracts under grants, loans, and cooperative agreements) and that all subrecipients shall
634 certify and disclose accordingly.
- 635 d. This certification is a material representation of fact upon which reliance was placed
636 when this contract was executed. Submission of this certification is a prerequisite for
637 making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code.
638 Any person who fails to file the required certification shall be subject to a civil penalty
639 of not less than \$10,000 and not more than \$100,000 for each such failure.

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

642 11. **Non-Exclusion under Procurement Code.**

- 643 a. **Current Exclusion.** The State's Attorney certifies that it is not barred or suspended
644 from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois
645 Procurement Code (30 ILCS 500/1-1 *et seq.*).
- 646 b. **Exclusion During Term of Contract.** If, at any time during the term of this Agreement,
647 the State's Attorney is barred or suspended from contracting with the State under Section
648 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*),
649 the State's Attorney shall notify the Department of such debarment or suspension within
650 30 days after its imposition.

651 12. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither
652 participates nor shall participate in an international boycott in violation of the provisions of
653 the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of
654 Commerce promulgated under that Act.

655 13. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or
656 fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for
657 payment of dues or fees to any club which unlawfully discriminates, and that therefore the
658 State's Attorney is not prohibited from selling goods or services to the State of Illinois under
659 775 ILCS 25/0.01 *et seq.*

660 14. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or
661 retained any company or person, other than a bona fide employee working solely for the
662 State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay
663 any company or person, other than a bona fide employee working solely for the State's
664 Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration
665 contingent upon or resulting from the award or making of this Agreement. For breach or
666 violation of this warranty, the Department shall have the right to annul this Agreement
667 without liability or, in its discretion, to deduct from compensation otherwise due the State's
668 Attorney such commission, percentage, brokerage fee, gift or contingent fee.

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

670 **State's Attorney's Federal Taxpayer Identification Number Certification:**

671 **FEIN: 37-6001569**

672 **Legal Status:**

- 673 Individual Medical and Health Care Services Provider Corporation
- 674 Sole Proprietorship Tax Exempt Organization (IRC 501 (a) only)
- 675 Partnership Governmental Entity
- 676 Corporation Not-for-profit corporation
- 677 Real Estate Agent Trust or Estate
- 678 Non Resident Alien Foreign corporation, partnership, trust or estate

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

681 **THE STATE OF ILLINOIS**
682 **DEPARTMENT OF PUBLIC AID**

MCLEAN COUNTY, ILLINOIS

683
684 **By:** _____
685 Jackie Garner, Director

By: _____
Charles G. Reynard, State's Attorney

686 **Date:** _____

Date: _____

687 **APPROVED:** _____
688 President, McLean County Board

Jim Ryan, Illinois Attorney General

689 **Date:** _____

Date: _____

Draft

APPENDIX A
MCLEAN COUNTY STATE'S ATTORNEY

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

~~The State's Attorney agrees that when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases.~~

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

The Department agrees to indemnify and hold the State's Attorney harmless, to the extent permitted by law, for any fees, costs, and damages, assessed against the State's Attorney, and those staff funded under the Agreement, resulting from any and all information referred by the Department to the State's Attorney which later is determined to be inaccurate.

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

The State's Attorney shall:

1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) days after the State's Attorney's receipt of location of absent parent by the Department and enter all court dates into KIDS.
3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department, summonses are submitted to the Sheriff/process server for service of process.
34. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) ~~work~~ business days of receiving results of attempts.

- 727 45. Request services of State Parent Locator Service within four (4) ~~working~~ business days after
 728 determining the whereabouts of the absent parent is unknown by changing status of current
 729 address in KIDS to previous.
- 730 56. Seek reimbursement from the non-custodial parent for costs incurred by the Department for
 731 genetic testing when ~~paternity~~ parentage is established and enter results of genetic testing in
 732 KIDS. Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of
 733 Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road,
 734 Springfield, Illinois 62702.
- 735 67. ~~Establish an order for support within ninety (90) calendar days on cases referred by the~~
 736 ~~Department to the State's Attorney regardless of whether or not parentage has been established~~
 737 ~~on cases referred by the Department to the State's Attorney, or effect service of process~~
 738 ~~necessary to commence proceedings to establish support and, if necessary, paternity parentage~~
 739 ~~(or document unsuccessful attempts to serve process, in accordance with the Department's~~
 740 ~~guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85).~~
 741 Within ninety (90) calendar days after referral by the Department, either
 742 a. establish an order for support regardless of whether or not parentage has been established
 743 on cases referred by the Department to the State's Attorney, or
 744 b. effect service of process necessary to commence proceedings to establish support and,
 745 if necessary, paternity (or document unsuccessful service of process, in accordance with
 746 the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm.
 747 Code 160.85 by retaining a copy of the return of service in the case file), or
 748 c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time
 749 frame.

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

- 757 78. Complete actions to establish an order for support regardless of whether or not
 758 ~~paternity~~ parentage has been established for support from ~~the date of filing or the date of service~~
 759 ~~of process, whichever is later,~~ within the following time frames:
- 760 (1.) 75 percent in six (6) months;
 761 (2.) 90 percent in twelve (12) months.
- 762 89. File an action to enforce an existing order for support within 30 calendar days after the date the
 763 Department identifies a delinquency or other support related noncompliance with the order or
 764 the location of the absent parent, whichever occurs later.
- 765 910. File an action to modify an existing order for support within 30 calendar days after the date the
 766 Department identifies the location of the absent parent and notifies the State's Attorney.

- 767 +011. Seek medical insurance coverage for each child from the non-custodial parent. Medical
768 insurance coverage must be addressed in all support orders whether or not the NCP is
769 ordered to provide it.
- 770 +112. Seek reimbursement of public assistance from non-custodial parents retroactive support in
771 accordance with Department policy.
- 772 +213. Seek entry of orders that provide for immediate income withholding.
- 773 +314. Notify the Department, whenever possible, at least 30 days in advance of the court date, of
774 the need for Department services, including but not limited to, initial or updated arrearage
775 calculations.
- 776 +415. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk
777 and all parties after the end of each court session.
- 778 +516. Seek from each non-custodial parent appearing in court his or her Social Security Number,
779 source and the amount of income, home and employer address, and driver's license
780 information, and record any informational additions or changes and submit same for data
781 entry.
- 782 +617. Record in KIDS out of court non-cooperation cases within five (5) ~~work~~ business days after
783 a TANF client's failure to cooperate with the State's Attorney. The State's Attorney will
784 ensure that non-cooperation in Court is addressed in the relevant court order. The State's
785 Attorney will provide to the Department a completed Form DPA 493A in each case in
786 which a TANF client cooperates after having been previously reported as uncooperative.
- 787 +718. ~~Submit a completed reporting form (Order Summary Form or successor form), court order~~
788 ~~if appropriate, for each case referred, and all orders resulting from a respondent's filing a~~
789 ~~Petition to Stay, Provide to the Department a copy of all support orders and related data~~
790 ~~sheets within five (5) working business days after the legal action.~~
- 791 +819. Provide to the Department information on a client that the State's Attorney suspects is
792 receiving TANF illegally.
- 793 +920. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage
794 owed to the Department without the Department's expressed prior approval. Doing so shall
795 result in a reduction of funds payable to the State's Attorney equal to the amount of the
796 reduction of the debt. If the State's Attorney relies upon the Department calculations when
797 providing arrearage figures to the court, the Department will not be entitled to liquidated
798 damages. At no time will the State's Attorney agree to entry of an order excluding use of
799 an Offset Program.
- 800 2021. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate
801 parentage where such settlement contains the exchange of a finding of paternity parentage
802 for a duty of support.

2122. Mail all URESA/UIFSA orders to the Department within seven (7) work business days after entry by the Courts.

2223. Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the Assistant State's Attorney that represented the Department in the trial court shall inform the Department's IV-D Technical Advisor Judicial Legal Liaison by telephone or facsimile transmission and provide a report with all necessary supporting documentation, shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Public Aid	Illinois Department of Public Aid
Office of General Counsel	Division of Child Support Enforcement
Owen Field, General Counsel	Yvette Perez-Trevino, Judicial Legal Liaison
100 W. Randolph Street, 10 th Floor	280 East Indian Trail Road
Chicago, Illinois 60601	Aurora, Illinois 60505

and the Public Aid Bureau of the Office of the Attorney General as listed in **Appendix A.32.**

24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.

2325. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.

2426. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.

2527. Keep the Department informed of State's Attorney staff assignments as they relate to this Agreement by notifying the Contract Manager.

~~26. Take all prescribed steps and actions to comply with the requirements of any corrective action plan mutually agreed upon with the Department.~~

2728. Respond to status requests and inquiries from the Department within five (5) work business days after the request or inquiry.

2829. Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.

2930. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.

3031. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the SDU.

3132. Provide written description of any perceived conflict of interest to the Office of the Illinois Attorney General's Public Aid Claims Enforcement Bureau, 301 E. Monroe, Springfield, Illinois 62706 for review and determination to:

Office of the Illinois Attorney General	Illinois Department of Public Aid
Public Aid Claims Enforcement Bureau	Office of General Counsel
301 E. Monroe	Owen Field, General Counsel
Springfield, Illinois 62706	100 W. Randolph Street, 10 th Floor
	Chicago, Illinois 60601

33. File proof of claims, when appropriate, in bankruptcy court to preserve and enforce child support obligations.

34. Pursue asset seizure action through the utilization of citations to discover assets and/or non-wage garnishments.

35. a. Increase the number of cases with financial court orders by assuming an integrated role in case management involving the non-assistance client population requesting services from DCSE. As part of this goal, the State's Attorney staff shall work with the Department's regional manager in case referral and preparation. The regional manager shall provide a quarterly report to the State's Attorney which will tally the number of non-assistance cases without financial court orders and shall hold a meeting with the State's Attorney once each quarter to discuss results. Increasing the number of non-assistance financial court orders can be accomplished by:

1. Requesting the deletion of any duplicate cases;
2. Obtaining signed cancellation requests from clients no longer wanting Child Support services; or
3. Acquiring a financial support order.

b. Generate an annual average of at least 43 legal action referrals per month (not including the LARs that the Department's regional staff prepares) and perform all associated case preparation. This will include generating proper paperwork through the KIDS system including such client contact as necessary, coding the KIDS system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court, gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in McLean County Circuit Court or making an intrastate referral to another region within the State of Illinois, or preparing an Initiating Interstate Case to a Sister State.

c. Obtain an annual average of at least 32 financial orders per month. Financial orders include Child Support Orders, Interventions into Actions which have existing Child Support Orders in McLean County Circuit Court and Registration of Foreign Financial Orders. Financial orders are reported on the InfoNet on the Attorney Report matrix.

The above criteria must be met by June 30, 2003 in order for the State's Attorney to be eligible for a renewal to begin December 1, 2003. Should one or more of the above criteria not be met

882 by the State's Attorney, then this agreement shall terminate on November 30, 2003 with no
883 renewal options.

884 #####

Law and Justice Center, Room 605
104 West Front Street, P O Box 2400
Bloomington, Illinois 61701-2400
Telephone: (309) 888 - 5400
FAX number: (309) 888 - 5429
E-mail: charles@mclean.gov

Memo

Date: September 04, 2002
To: Honorable Joseph Sommer, Chairman, and Members of the Justice Committee
From: Charles G. Reynard, State's Attorney
RE: Action Item Requests

I am requesting your action with regard to several items:

1. We just this week received information concerning two grants, the applications for which are due prior to the next meeting of the Justice Committee. One is a Victims of Crime Act (VOCA) grant. We are contemplating the creation of a victim-witness coordinator position to provide more in depth services for violent crime victims, working directly with the victim advocates currently employed at the Bloomington and Normal Police Departments. The other grant opportunity is from the Bureau of Justice Assistance (BJA) and pursues the Project Safe Neighborhoods initiative. We are contemplating a collaborative project with Bloomington and Normal Police Departments as well as the U. S. Attorney's Office with our goal being the reduction the level of gun violence in the community. I am requesting authorization to submit proposals by the stated deadlines. Those proposals would be simultaneously provided to the County Board and, if approved by the grantor agencies, they would be brought before you for final action.
2. I also request your approval of the implementation plan for the Intergovernmental Agreement with DCFS for the creation of an ASA III position to work at the Children Advocacy Center. The position would be a full time employee position. The contract with DCFS would provide \$45,000 for the salary compensation for the position and the diminution of an abuse and neglect court ASA position to a permanent part-time level will produce savings that exceed the balance of the salary and benefits associated with the position. Attached is an analysis of the budget details associated with this proposal.

Thank you for your consideration.

REQUEST FOR PROPOSALS
for
LAW ENFORCEMENT AND PROSECUTION-BASED
VICTIM SERVICES PROGRAMS
funded by
The Illinois Criminal Justice Information Authority

General Information

What types of programs will be targeted with these grant funds?

Funds available under this request for proposals (RFP) are targeted at the creation or expansion of direct services for victims of crime provided by law enforcement agencies and prosecutors' offices. Fundable services are limited to those activities related to assisting crime victims in addressing issues and overcoming obstacles that arise from their victimization.

Who is Eligible?

State, county, municipal and campus law enforcement agencies and prosecutors' offices are eligible to apply (approved contracts will be with the governmental entity i.e. "City of Mudville on behalf of the Mudville Police Department." Priority consideration will be first to prosecutors' offices that do not currently offer victim assistance services then to law enforcement agencies in counties where there are no prosecution-based victim assistance services, followed by all other applicants. Additional information concerning eligibility requirements can be found in Section II of this RFP.

How long will the program run?

The Victims of Crime Act (VOCA) Law Enforcement and Prosecution Based Victim Services grant funds from this RFP will be available for a maximum of 24 months beginning no later

January 1, 2003. Funding for the full 24 months will be dependent on project performance.

Funding beyond the 24 months will be dependent on project performance and availability of funds.

How much is available?

A maximum of \$1,650,000 in federal VOCA funding is being made available for this RFP. Funds will be allocated among multiple projects depending on the number and quality of responses received. These funds are a portion of the Victims of Crime Act (VOCA) Victim Assistance Grant from the Office for Victims of Crime to the Illinois Criminal Justice Information Authority for direct services to victims of crime.

How much can I ask for?

Requests of **\$25,000 to \$100,000** in federal funds per year for a two-year period (i.e., total request amounts may range from **\$50,000 to \$200,000** will be considered by the Authority. Requests for under the minimum or over the maximum may be considered at the Authority's discretion. **VOCA funds may not be used to supplant or replace state and local funds that would otherwise be available for crime victim services and must be used to develop new projects or expand an existing project.**

How much match is required?

Grant funds may not be used for more than 80% of the total cost of the project. The remaining portion of the project costs must be met through a cash or in-kind (soft) match contribution to the project from non-federal sources. In-kind match includes, but is not limited to, staff time directed toward the program, volunteer hours contributed, pro-rata portion of agency rent and utilities, and equipment designated specifically for the program.

How do I apply?

After reading through the RFP in its entirety, **complete all materials** in the separate proposal application packet as detailed in Section VII of this RFP.

When is the proposal due?

Proposals must be received by **12:00 noon on Friday, October 18, 2002**. Facsimile transmissions are not acceptable. Late proposals will not be accepted. To be accepted for consideration, proposals must meet the requirements set forth in this Request for Proposals.

If you intend to submit a proposal, please submit the enclosed "Letter of Intent" no later than September 25, 2002.

How do I submit the proposal?

Proposals may be mailed or delivered in a sealed envelope marked:

Federal and State Grants Unit
Illinois Criminal Justice Information Authority
120 South Riverside Plaza, Suite 1016
Chicago, Illinois 60606-3997
Attention: VOCA Law Enforcement & Prosecution RFP

Who do I contact with questions?

Contact the Illinois Criminal Justice Information Authority's toll-free number at 1-888-425-4248.

The Authority's web site, www.icjia.state.il.us, also provides information on this RFP.

Section I. Background

What is the Victims of Crime Act (VOCA)?

The Victims of Crime Act (VOCA) was passed in 1984 for the purpose of compensating and assisting victims of crime and providing funds for training and technical assistance. The 1984 VOCA legislation established the Crime Victims Fund (Fund) in the U.S. Treasury and authorized the Fund to receive deposits of fines and penalties levied against criminals convicted of federal crimes. The funds are allocated to states by formula by the Office for Victims of Crime of the U.S. Department of Justice. The primary purpose of the VOCA funds is to support the provision of direct services to victims of crime. States are required to allocate a minimum of 10 percent of the funds received for services to each of the following: victims of sexual assault, domestic violence, child abuse, and underserved victims of violent crime.

The Illinois Criminal Justice Information Authority is the state agency charged with the administration of the federal VOCA funds earmarked for direct services for victims of crime. In recent years, Illinois' VOCA awards have ranged from \$5.3 million to \$16.9 million.

Why are funds being targeted at the expansion or creation of direct services for victims of crime provided by law enforcement agencies and prosecutors' offices?

In 1999, the Illinois Criminal Justice Information Authority began a comprehensive planning process to develop a statewide plan to serve, among other things, as a framework for a comprehensive approach to coordinating the allocation and expenditure of all Federal and state grant funds appropriated to the Authority. The 18-month project, which was launched under the oversight of the Authority's Planning and Research Committee, resulted in the Criminal Justice Plan for the State of Illinois.

The planning process was guided by research, data collection, professional input and consultation, and highlighted by a two-day Criminal Justice Planning Assembly held in June 2000 in which

nearly 150 policymakers, service providers, researchers, private citizens, and government officials participated. Following the Assembly, advisory committees were convened to refine issues and develop strategic plans in six broad topic areas: 1) drug and violent crime; 2) juvenile crime; 3) victims of crime; 4) offender services; 5) community capacity building; and 6) information systems and technology. Each committee was comprised of representatives from the criminal justice system, victim services and community groups.

The Victims of Crime Advisory Group developed goals and objectives related to the provision of quality victim services including the need to ensure a minimum provision of basic services to all victims of crime. The group developed funding recommendations for specific program areas for the VOCA funds administered by the Authority. After recommending continued funding of current initiatives, the group identified the need for additional funding to address gaps in services including law enforcement and prosecution-based victim services programs. Based on the group's recommendation, the Authority's Budget Committee allocated \$1.65 million to law enforcement agencies and prosecutors' offices for the development or expansion of direct services to victims of crime.

Section II: Eligibility

Eligible applicants include state, county, municipal, and campus law enforcement agencies and prosecutors' offices that meet the following sub-recipient organization requirements:

1. **Public or Nonprofit Organizations.** Are operated by a public or non profit organization, or a combination of such organizations, and provide direct services to crime victims;
2. **Record of Effective Services.** Demonstrate a record of providing effective direct services to crime victims. This includes having the support and approval of its services by the community, a history of providing direct services in a cost-effective

- manner, and financial support from other sources;
3. **New Programs.** Those programs that have not yet demonstrated a record of providing services may be eligible for VOCA funds if they can demonstrate that a minimum of 25 percent of their financial support comes from non-federal sources;
 4. **Meet Program Match Requirements.** Matching contributions of 20 percent (cash or in-kind) of the total costs of the VOCA project. Match is to be committed for each VOCA-funded project and derived from resources other than federal funds and/or resources;
 5. **Volunteers.** Sub-recipient organizations must use volunteers unless the state grantee determines there is a compelling reason to waive this requirement;
 6. **Promote Community Efforts to Aid Crime Victims.** Promote, within the community, coordinated public and private efforts to aid crime victims. Coordination may include, but is not limited to, serving on state, federal, local or Native American task forces, commissions and/or working groups; and developing written agreements, which contribute to better and more comprehensive services to crime victims. Coordination efforts qualify an organization to receive VOCA victim assistance funds, but are not activities that can be supported with VOCA funds;
 7. **Help Crime Victims Apply for Compensation.** Such assistance may include identifying and notifying crime victims of the availability of compensation, assisting them with application forms and procedures, obtaining necessary documentation, and/or checking on claim status;
 8. **Comply with Federal Rules Regulating Grants.** Comply with the applicable provisions of VOCA, the VOCA Program Guidelines, and the requirements of the Office of Justice Programs Financial Guide, which includes maintaining appropriate programmatic and financial records that fully disclose the amount and disposition of VOCA funds received;
 9. **Maintain Civil Rights Information.** Maintain statutorily required civil rights statistics on victims served by race or national origin, sex, age and disability, within the timetable established by the State grantee; and permit reasonable access to books, documents, papers, and records to determine whether the recipient is complying with applicable civil rights laws. This requirement is waived when providing a service, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the victim;
 10. **Comply with State Criteria.** Abide by any additional eligibility or service criteria as established by the State grantee including submitting statistical and programmatic information on the use and impact of VOCA funds, as requested by the State grantee;
 11. **Services to Victims of Federal Crime.** Provide services to victims of Federal crimes on the same basis as victims of state/local crimes;
 12. **No Charge to Victims for VOCA-Funded Services.** Provide services to crime victims, at no charge, through the VOCA-funded project;

13. **Client-Counselor Confidentiality.** Maintain confidentiality of client-counselor information as required by State and Federal law;
14. **Confidentiality of Research Information.** Except as otherwise provided by federal law, no recipient of monies under VOCA shall 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 VOCA; and
15. **Civil Rights. Prohibition of Discrimination for Recipients of Federal Funds.** No person in any state shall, on the grounds of race, color, religion, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or denied employment in connection with any program or activity receiving federal financial assistance.

Section III: Eligible Activities

The Illinois Criminal Justice Information Authority hopes to promote the creation or enhancement of services for victims of crime provided by law enforcement agencies and prosecutors' offices through this funding opportunity. Consideration will **only** be given to proposals from law enforcement agencies and prosecutors' offices to provide direct services to crime victims such as:

- **Crisis Counseling:** In-person crisis intervention, emotional support, guidance and counseling provided by advocates, counselors, mental health professionals, or peers. May occur at the scene of a crime, immediately after a crime, or be provided on an on-going basis.
- **Follow Up Contact:** In-person and telephone contacts and written communications with victims to offer emotional support, provide empathetic listening, check on a victim's progress, etc.
- **Information and Referral (In-person):** In-person contacts with clients during which time services and available support are identified.
- **Information and Referral (Telephone Contacts):** Telephone contacts with victims during which time services and available support are identified.
- **Criminal Justice Support/Advocacy:** Support, assistance, and advocacy provided to victims at any stage of the criminal justice process: court-related support, court orientation, court escort, case appearance notification, case status and disposition information, victim impact statements, assistance with restitution, transportation, child care, assistance with property return, and post-sentencing services and support.
- **Emergency Legal Advocacy:** Filing temporary protective orders, and elder and child

abuse petitions.

- **Assistance in Filing Compensation Claims:** Making victims aware of the availability of crime victim compensation and providing assistance in the filing process. May also involve follow-up contact with the victim compensation unit on behalf of the victim.
- **Personal Advocacy:** Assisting victims in securing rights and services from other agencies; locating emergency financial assistance, intervening with employers, creditors and others on behalf of victim; assisting in filing for losses covered by public and private insurance programs; accompanying victim to the hospital; etc.

Funds may be used for personnel costs and other costs necessary and essential to providing direct services. A list of specific items that can be funded under this RFP and associated dollar limits is detailed in Appendix B of the proposal application packet.

SECTION IV: UNALLOWABLE ACTIVITIES AND COSTS

The following services, activities, and costs are **unallowable and cannot be supported** with VOCA victim assistance grant or matching funds. *This list MUST be considered when developing proposal content. Proposals that include these unallowable items as VOCA grant or match funded services, activities or costs, will be subject to a reduction in their point allocation and costs associated with these activities will be deducted from the amount requested (see Section VIII: Review Criteria and Procedures).*

1. Coordination of public and private efforts to aid crime victims, including but not limited to serving on task forces, commissions, working groups, coalitions, and/or multi-disciplinary teams, and developing written agreements that contribute to better and more comprehensive services to crime victims;
2. Lobbying and administrative advocacy;
3. Perpetrator rehabilitation and counseling;
4. Needs assessments, surveys, evaluations, studies and research efforts that study and/or research a particular crime victim issue;
5. Activities directed at prosecuting an offender or improving the criminal justice system's effectiveness and efficiency such as witness notification and management activities and expert testimony at a trial; victim/witness protection costs and

- victim/witness expenses such as travel to testify in court and subsequent lodging and meal expenses;
6. Fundraising activities;
 7. Indirect organizational costs such as liability insurance on buildings; capital improvements; security guards; property losses and expenses; real estate purchases; mortgage payments; and construction;
 8. Reimbursing crime victims for expenses incurred as a result of a crime;
 9. Nursing home care, home health-care costs, in-patient treatment costs, hospital care, and other types of emergency and non-emergency medical and/or dental treatment;
 10. Relocation expenses for crime victims;
 11. Salaries, fees and reimbursable expenses associated with administrators, board members, executive directors, consultants, coordinators, and other individuals unless these expenses are incurred while providing direct services to crime victims;
 12. Development of protocols, interagency agreements and other working agreements that benefit crime victims;
 13. Costs of sending individual crime victims to conferences;
 14. Crime prevention activities;
 15. Legal representation such as for divorces or civil restitution recovery efforts; and due to issues of cost-effectiveness identified by the Office for Victims of Crime, non-emergency legal advocacy efforts performed by staff attorneys; and
 16. Administrative costs.

SECTION V: REPORTING REQUIREMENTS

Quarterly progress and fiscal reports will be required of the successful applicants. The nature and format of these reports will be determined by the Authority prior to implementation of the project. The purpose of these reports is to allow the Authority to monitor the progress and spending of the project. In addition, closeout reports will be required upon the project's completion.

SECTION VI: PROPOSAL DEVELOPMENT

Proposal development should carefully follow the requirements set forth in the following sections.

Proposals should:

- (1) be as concise as possible yet include important details and address the requirements set forth herein;

- (2) use language that is clear to persons who are not an expert in the field of victim services; and
- (3) clearly and fully explain how the applicant intends to fulfill RFP requirements.

SECTION VII: CONTENT of PROPOSAL APPLICATION PACKET and LAYOUT

To be accepted for consideration, proposals must meet the requirements set forth in this RFP.

Applicants must submit an **original (unbound) proposal application packet and five (5) complete copies** of the packet along with a copy of the completed application packet on **diskette**. The copies may be bound. The application packet can be downloaded from the Authority's web site at www.icjia.state.il.us. Proposals must be on 8 1/2" x 11" paper, single-sided, 12 point font size, and include the following in the order indicated:

- (1) **Completed Background Information/Cover Sheet** that includes the name and address of the organization, the full name of a contact person, telephone number, facsimile number, and total amount of funding requested and other information related to the proposed program; [form attached in proposal packet- ATTACHMENT 1];
- (2) **Completed Proposal Content (Parts I-VII)**: [form attached in proposal packet- ATTACHMENT 2];

Proposals must answer all questions as set forth in the Proposal Content (Parts I-VII).

Part I: Description of Organization

This section will help us to gain a general understanding of your agency's overall goals and activities, not just the activities for which you are seeking VOCA funding.

Part II: Summary of Program.

This section will help us to understand the **specific** project for which you are

seeking VOCA funds including all direct services to be provided to crime victims. Do not include description of activities that will not be part of the VOCA grant or match funded activities.

Part III: Statement of Problem

This section will help us to understand why this project is so important to the crime victims and community you serve.

Part IV: Goal/Objectives/ Performance Indicators

This section will help us better understand where your project is ultimately going (GOAL), how it will get there (OBJECTIVES), and how you will know when your project has gotten there (PERFORMANCE INDICATORS).

A goal is a general statement of what your project hopes to accomplish. A universal goal has been developed for these projects.

Objectives are the specific, measurable, and realistic activities you intend to bring about. A table in the proposal application packet will assist you in developing the objectives for your project.

Examples of objectives include:

- (i) We will provide services to 20 victims each month of the program.
- (ii) We will provide each victim with at least one hour of service.
- (iii) We will provide 2 referrals for each victim as need requires.

Performance Indicators gauge the performance of your program. The Authority will develop performance indicators based on your responses to the objective section. These indicators will be used as the basis for the quarterly performance reports.

Part V: Program Strategies.

The answers to this section will help us to understand how the Goal and Objectives for your project are going to be accomplished, and how the VOCA grant and match funded activities will address the problem described.

Part VI: Implementation Schedule.

The implementation schedule should be used as a planning tool for the project and should reflect a realistic projection of how the program will proceed and should describe in outline form, the VOCA grant and match funded activities which will be undertaken to accomplish each objective, who will be responsible for each activity and the expected completion date of each activity.

Part VII: Proposed Budget and Budget Narrative.

This section will detail the staff and/or other items for the proposed project that are to be paid for with federal or match funds. Instructions for this section can be found in Appendix A of the proposal application packet. Budget categories include: personnel services/fringe benefits, equipment, commodities, travel, and contractual. A fringe benefit worksheet has been included to detail the specific

benefits and their associated percentages or dollar amounts. A list of allowable costs and their associated dollar amounts is included in the proposal application packet (Appendix B).

Other Information to be Included:

- (2) **A signed statement of compliance with each of the requirements listed in Section III: Eligibility**, [form attached in proposal packet- ATTACHMENT 3];
- (4) **A signed certification that (a) the applicant is not barred from contracting with any unit of state or local government** as a result of violation of 720 ILCS 5/33E-3 or 5/33E-4, and (b) that it shall notify the Authority's Ethics Officer if the applicant solicits or intends to solicit for employment any of the Authority's employees during any part of the application process or during the term of any contract awarded. [form attached in proposal packet- ATTACHMENT 4];
- (5) **A signed certification regarding the State of Illinois Drug Free Workplace Act (30 ILCS 580)** [form attached in proposal packet - ATTACHMENT 5]; and
- (6) **A signed Federal Lobbying/Debarment Certification** [form attached in proposal packet - ATTACHMENT 6].
- (7) **A signed and completed VOCA Volunteer Certification and Waiver Form** [form attached in proposal packet-ATTACHMENT 7], only if requesting a waiver for volunteers.

Proposals that do not address each of these points will not be considered.

Proposal packages will be opened at 12:00 noon on Tuesday, October 21, 2002, at the Authority. Proposals not submitted in a sealed envelope will be rejected. Submissions that do not include the complete original proposal application (including items 1 through 6, as outlined above and item 7 as needed), five copies and the completed application on diskette will not be considered.

SECTION VIII: REVIEW CRITERIA AND PROCEDURES

The Authority reserves the right to reject any or all proposals if it is determined that submission(s) are not satisfactory. The Authority also reserves the right to invite one or more

applicants to resubmit amended proposals. Proposal scores will be determined using the following criteria.

(1) **Need for Program/Past Commitment** – The proposal illustrates the need for the program (**max. 10 points**). The need for the program has been successfully corroborated by meaningful current data. (**max. 10 points**)

(7) **Responsiveness to Proposal** - The proposal addresses all parts of the RFP well and demonstrates an ability to successfully implement the program. (**max. 50 points total**)

Summary of Program (max. 10 points).

Statement of Problem (max. 15 points).

Goal and Objectives (max. 10 points).

Program Strategies (max. 15 points).

(3) **Implementation Plan** - Has been included; is complete, clear and reasonable. (**max. 5 points**)

(4) **Adequacy of Cost Estimates** - Proposed project costs for services, activities and other items will be assessed to determine how realistic they are, and the extent to which they have been allocated in a cost-efficient yet effective manner. (**max. 10 points**) The Budget Narrative includes all budgeted items listed in the Budget line by line, all costs are accurately calculated and relevance to the program is clearly explained. (**max. 10 points**)

(5) **Inclusion of Match** - The budget and budget narrative explain the amount and source of matching funds, and include an itemization of the costs to which matching funds will be applied. The VOCA Program has a 20% cash or in-kind match requirement from non-federal sources. The federal amount must not exceed 80% of the total VOCA project cost. (**max. 5 points**)

Use the following formula to calculate federal and match amounts.

To calculate the federal amount: total project cost x .8 = federal amount

To calculate the match amount: federal amount/ 4 = match amount

A panel of external reviewers with expertise in victim services will review the proposals. A panel of Authority senior staff will do a final review of proposals for allowability of costs. Their recommendations will be forwarded to the executive director of the Authority. A preliminary

award decision will be made and applicants will be notified of the Authority's decision at the earliest possible date. Successful applicants whose proposals contained unallowable costs will have their award reduced by the total amount of all unallowable costs.

Priority will be given to program proposals scoring 80 or above from prosecutor's offices that do not currently have a victim services program, followed by proposals that score 80 or above from law enforcement agencies in counties that do not have prosecutor-based programs. Any funds remaining after determining the total number of dollars needed to fund proposals receiving priority will be allocated to other programs based on their scores.

GRANT CONTENT

The content of the selected proposal, including possible modifications, will help define the project and will be appended to a grant awarded to the applicant. In addition, other grant obligations include, but are not limited to, an anti-bribery clause, drug-free workplace certification, subcontractor limitation, international boycott certification, debarment certification, equal employment opportunity, assurance of compliance to standards that minimally adhere to the Illinois Procurement Code, and nondiscrimination certifications. Failure of the selected applicant to accept grant obligations may result in cancellation of the selection. The Authority reserves the right to extend the grant at its discretion.

Reducing Community Gun Violence: Project Safe Neighborhoods

Project Safe Neighborhoods (PSN) is a comprehensive, strategic approach to reducing gun violence in America. The Bush administration is committed to an all-out assault on gun violence and will provide the resources necessary for PSN's success. Overall, the administration seeks to commit \$558.8 million to this effort for 2 years. This funding will be used to hire new federal and state prosecutors, support investigators, provide training, and develop and promote community outreach efforts.

Despite an overall decline in the number of gun homicides during the past 15 years, gun violence in America remains intolerably high. Of 15,000 people murdered each year, two-thirds of those victims die at the hands of armed criminals. For every fatal shooting, there are roughly three nonfatal shootings.

Of a million violent crimes annually, more than one-third involve guns. Of particular alarm is the high toll gun violence takes on young people. A teenager is more likely to die from gunshots than from all natural causes of death combined. Almost 4,000 students were expelled in 1998 for bringing a firearm to school and about 60 percent of 6th-through 12th-grade students said they could "get a gun if they wanted." In a 1997 study of juvenile drug sellers who owned a firearm, 42 percent admitted to using a gun in a crime. Among juvenile gang members, 50 percent admitted to using a gun in a crime.

Eligible Applicants

Units of state and local government are eligible to submit concept papers under this solicitation. If you are not a governmental entity, you may partner with one, but the governmental agency or unit of government must serve as the applicant.

Eligible Expenses

All expenses must be new and cannot replace existing funding. Funding may be used for salaries, fringe benefits, contracts and professional services, travel, training, equipment, and supplies.

Match Requirement

There is no requirement for an eligible applicant to commit matching funds for this project.

Amount and Length of Awards

Demonstration projects may be awarded under each of the following categories: (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects. BJA has set aside \$12 million for this competitive grant program. The maximum award for each grant will be \$250,000 for a grant period of up to 24 months.

Overview of the Application Process

This solicitation uses an abbreviated proposal process in which applicants submit a project narrative describing their proposed program. It

is not necessary to complete any of the standard forms that generally are required by grant solicitations. You must, however, include a transmittal letter from the chief executive officer of the applicant agency that expresses support for the program. If your proposal includes other governmental or nongovernmental partners, letters of support are required from the chief executive officers of those organizations.

If your proposal is selected for funding, BJA staff will work with you to complete the federal forms needed to apply for and receive funding.

Program Requirements

Through this solicitation, the Bureau of Justice Assistance seeks to fund locally crafted and innovative responses to gun violence. Applications may be submitted in the areas of (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects.

Because this program seeks to fund demonstration projects, there are no specific requirements for the types of projects eligible for funding other than the requirement that the project clearly seeks to reduce gun violence in the target community.

Developing and Writing the Grant Application

Following are the steps you will need to take to develop and write your grant proposal. The application narrative **may not** be more than 10 pages, double spaced, in at least a 12-point type. No attachments will be accepted that exceed the 10-page limit.

Your narrative should be an overview that includes only as much detail as is necessary to understand

how your program will work. It is not necessary to include detailed procedures.

You may choose to compete in one of the following categories: (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects. Indicate the category in which you want to compete on the front page of your concept paper. Although your proposal may address several of these categories, you may compete in only one. Therefore, identify your initiative's primary focus and select the category that reflects this focus.

Step One: Describe the Need for the Project (15 Points)

Points in this category will be awarded based on the level of need for a gun violence reduction project and the quality of the data used to support it.

- ◆ Explain the nature and extent of gun violence problems in your community. Fully explain the specific problems your proposal addresses and provide data to support your explanation.

Step Two: Describe Community Readiness and Project Coordination (25 Points)

Points in this category will be awarded based on the level of programs, services, and commitment of participating agencies and providers that are now in place in your community, which better ensures the program's success.

- ◆ Briefly describe related governmental or community initiatives that complement or will coordinate with the proposal.
- ◆ Describe the level of participation among the initiative's partners.

Step Three: Describe the Project Design

(35 Points)

Points in this category will be awarded based on how well you have assessed what is needed to support the project.

- ◆ Describe the project and how it addresses the problems established from Step One. Although this section should be the longest in your grant proposal, provide only as much detail as is necessary to understand how your program will work. You do not need to provide detailed procedures for each step in the implementation process.

Step Four: Determine How You Will Measure Success (15 points)

Points in this category will be awarded based on how well you have thought out the process to objectively and regularly assess the program's effectiveness.

- ◆ After reviewing the Performance Measures section of this solicitation, describe the information, beyond that required in any section, that the project will collect to measure the project's progress toward its goals.
- ◆ Briefly address who will collect the information, the methods of collection, and how the information will be reported.

Step Five: Summarize the Budget (10 Points)

Points in this category will be awarded based on the project's cost effectiveness by comparing the overall funds requested with other portions of the application, such as the services to be provided and the estimated number to be targeted or served by the project.

- ◆ Provide a brief budget summary that describes what you request in federal support for the

2-year grant period. Request a funding amount for the following categories and briefly list the types of expenses covered under each category. It is not necessary to define each expenditure.

For example, under Travel and Training you might simply provide a budget amount and explain that the funds will be used to attend related trainings for project staff and partners.

Budget Categories:

Personnel and Fringe Benefits

Contractual and Professional Services

Travel and Training

Supplies and Operating Expenses

Equipment

Indirect Costs (if the applicant agency has an approved indirect cost plan)

Submitting Applications

Submit your 10-page concept paper with a transmittal letter that expresses support for the program. This letter must be on agency letterhead and signed by the applicant agency's chief executive officer (CEO).

Submit the original (with the letter signed by the CEO) and seven copies of the application and letter to:

Bureau of Justice Assistance
Attn: BJA Control Desk
5640 Nicholson Lane, Suite 300
Rockville, MD 20852

Proposals must be postmarked or received no later than **September 20, 2002**. No late submissions



Competitive Grant Announcement

will be accepted. Applicants will receive a postcard acknowledging BJA's receipt of their concept paper 4 to 6 weeks following the submission deadline.

Review Process

BJA will establish peer review teams. Each proposal will be reviewed by three peer reviewers according to the point scale listed next to each of the five proposal development steps. Scores will be averaged and ranked within this solicitation's three categories: (1) gun violence prevention, community outreach, and education; (2) enforcement, adjudication, and supervision programs; and (3) other innovative projects. These rankings will form the funding recommendations sent to the Director of BJA, who will make final recommendations to the Assistant Attorney General, Office of Justice Programs.

Award Process

After proposals are selected for funding, a BJA grant manager will contact the selected applicants and describe the process for completing the forms, certifications, and detailed budget needed to release funds.

After BJA receives this information, our staff will review and process the applications and forward the award documents if all requirements are met. Grantees may begin to obligate, expend, and draw grant funds after they receive the award documents.

Performance Measures

To ensure compliance with the Government Performance and Results Act, Public Law 103-62, applicants are required to collect and report data that measure the results of the demonstration grant. To ensure Office of Justice Programs accountability,

the outcome measure for which OJP is responsible is the identification of innovative and effective programs that reduce gun violence within communities. This could be accomplished, for example, through the development of new technologies; the creation of community outreach plans; the coordination of local law enforcement, prosecution, and corrections; or through collaboration between the criminal justice system and nontraditional partners (e.g., businesses, faith-based programs, and social service organizations). Consequently, grantees are required to report on performance measures that support this intended outcome.

Grantees are required to measure and report project performance in semiannual progress reports. Applicants are required to report on performance measures (see below). In your narrative, address the type of information you will collect, who will collect the information and the methods of collection, and how the information will be reported. If you are selected for an award, you will be expected to provide interim data in your semiannual progress reports and submit the final results as part of your final progress report. BJA and the National Institute of Justice (NIJ) will identify an evaluator to examine program results.

Because Project Safe Neighborhoods includes a variety of approaches to addressing gun-related crime, no single measure or set of measures will fit all of the programs possible under this initiative. For this reason, applicants are required to establish process and outcome measures that demonstrate the impact their programs have on gun-related crimes.

The following process and outcome measures are samples and are not all-inclusive. Applicants should examine the elements of their proposed programs and tailor the measures they choose to

Sample Process and Outcome Measures

Program Areas	Process Measures	Outcome Measures
<p>Gun violence prevention, community outreach, education, and other innovative projects</p>	<p>Sample: If the applicant implements a neighborhood watch program: number of households enlisted.</p> <p>Sample: If the applicant implements a media outreach campaign: number of billboards, number of hours of public service announcement time, etc.</p>	<p>Sample: If the applicant implements a neighborhood watch program: number of gun crimes in target area pre- and postprogram.</p> <p>Sample: If the applicant implements a media outreach campaign: measured changes in target population's knowledge about gun violence and its consequences.</p>
<p>Enforcement, adjudication, and supervision programs</p>	<p>Number of arrests for gun-related crimes pre- and postprogram.</p> <p>Number of investigations of gun-related crimes opened and closed pre- and postprogram.</p> <p>Number of gun-related cases prosecuted pre- and postprogram.</p> <p>Number of persons supervised as detainees or offenders.</p>	<p>Sample: If the jurisdiction is trying to have an impact on a gun violence problem in a neighborhood: number of gun crimes in target area pre- and postprogram.</p>

fit those elements. Applicants must develop at least one outcome measure that will demonstrate whether the project had an impact on the crimes it targeted (see samples in the table provided). To prove that the project had an impact on the problem of gun-related crimes, outcome measures must gauge the reduction of such crimes in the jurisdiction.

Formal Evaluation

To further support research and evaluations, BJA and NIJ will select a number of sites funded under this program to participate in a process and impact evaluation.