



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center
Tuesday, September 8, 2009

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 11, 2009
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:

a) REAPPOINTMENTS:

TURKEY CREEK DRAINAGE DISTRICT

Mr. David Thomas
23476 PJ Keller Highway
Lexington, IL 61753
(Three-year term to expire 1st Tuesday in September, 2012)

TURKEY CREEK DRAINAGE DISTRICT

Mr. Donald Augspurger
31865 N. 2480 East Rd.
Chenoa, IL 61626
(Complete 3-year term to expire 1st Tuesday in September, 2010)

TURKEY CREEK DRAINAGE DISTRICT

Mr. Donald Vance
26033 N 2380 East Rd.
Lexington, IL 61753
((Complete 3-year term to expire 1st Tuesday in September, 2011)

b) APPOINTMENTS:

None

c) RESIGNATIONS:

None

d) Presentation by Candidates seeking appointment to
County Auditor

(1) Ms. Michelle Anderson

1-2

(2) Ms. Diane Benjamin

3-4

e) Request Approval of a Resolution of the
McLean County Board Proclaiming
Tuesday, October 6, 2009 as "*It's Time
to Talk Day*" and the Month of October 2009
as "*Domestic Violence Awareness Month*" in
McLean County

5-6

2) Items to be Presented to the Board:

a) General Report

b) Other

B. Justice Committee – Chairman Renner

1) Items to be Presented for Action:

a) Request Approval of the Task Force 6 Drug Unit
Interagency Agreement 407020 with the Illinois
Criminal Justice Information Authority for a
Pass-through Grant of \$64,106.00 –
Sheriff's Department

7-55

b) Request Approval of an Extension of the
Redeploy Grant from the State of Illinois
Department of Human Services Community
Services Agreement Fiscal Year 2010 –
Court Services

56-74

2) Items to be Presented to the Board:

a) General Report

b) Other

C. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented for Action:

a) Request Approval of a County Watersheds
Management Program Intergovernmental
Agreement with City of Bloomington, Town of
Normal and the McLean County Soil and Water
Conservation District

75-77

- 2) Items to be Presented to the Board:
- a) Request Approval for a Waiver of Preliminary Plan Requirements and a Two Lot Final Subdivision Plat for the Re-subdivision of Interstate Park Subdivision, File No. S-09-04
 - b) Request Approval of an Amendment of the McLean County Regional Comprehensive Plan, Previously approved on May 16, 2000
 - c) Request Approval of an Amendment of the McLean County Regional Greenways Plan, Previously approved on July 22, 1997
 - d) General Report
 - e) Other

D. Property Committee – Chairman Bostic

- 1) Items to be Presented to the Board:
- a) Request Approval to Accept a Management Agreement between the County of McLean and the Prairielands Preservation Foundation for Non-Native Plant Species Removal – Parks and Recreation Department
 - b) Request Approval of Contract with Abraham Vending for Vending Machine Services in County Facilities – Facilities Management
 - c) General Report
 - d) Other

E. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented to the Board:
- a) Request Approval of Local Agency Amendment #1 for Federal Participation, Sec 07-00058-06-WR – Horse Farm Rd. (CH 21)
 - b) Request Approval of Local Agency Amendment #1 for Federal Participation, Sec 05-00071-04-RS – Towanda Overpass @ I-55 (CH 29)
 - c) Request Approval of Yates Road District (RD) Joint Culvert Petition, 2009 Yates RD Joint Culvert – 3160 East Road
 - d) Request Approval of Funk's Grove Road District (RD) – Joint Bridge Repair Petition, 2009 Funk's Grove RD Joint Bridge Repair – 1200 East Road
 - e) Request Approval of Sec 08-0090-01-SC – Dawson Lake Road:
 - (1) Motor Fuel Tax (MFT) Resolution
 - (2) County Highway Fund Resolution

- f) Request Approval for Authority to Set and Post a Highway Construction Zone Speed Limit – County Highway 29 @ Towanda Overpass
- g) General Report
- h) Other

F. Finance Committee – Chairman Owens

(The following two items will be considered at a Stand-up Meeting on Tuesday, September 15th)

1) Items to be Presented to the Board:

- a) Request Approval of a 2010 Rural Public Transportation Downstate Operating Assistance Grant Agreement between the State of Illinois Department of Transportation Division of Public and Intermodal Transportation and McLean County (SHOW BUS) – Building and Zoning
- b) Request Approval to Change the Polling Place for Precinct, Empire 1 & 2 from Water Tower Place, 212 Pine St., LeRoy, IL to LeRoy Christian Church, 603 S. East St., LeRoy, IL – County Clerk
- c) General Report
- d) Other

G. Report of the County Administrator

1) Items to be Presented to the Board:

- a) General Report
- b) Other

6. Other Business and Communications

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

8. Adjournment

Michelle Leigh Anderson
2000 N. Linden Street, Apt. N338
Normal, IL 61761
(309) 824-6338

August 18, 2009

The Honorable Matt Sorensen
McLean County Board Chairman
115 East Washington Street
Bloomington, IL 61701

Dear Mr. Sorensen:

I am very interested in the appointment to the position of McLean County Auditor.

Of particular note for you as you consider this appointment are my skills. I am a very hard worker and am extremely organized. During my career at McLean County, I have attended many board meetings and have enjoyed my interaction with the board members. I have also met and worked with many of the elected and appointed officials, building a working relationship that would transfer with me into this new position. I have a very outgoing personality and am a very good communicator.

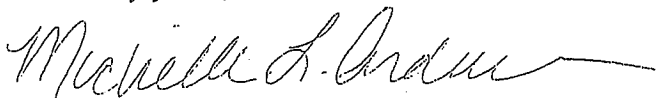
My accounting degree and nearly two years of experience in the McLean County Auditor's Office would be an asset to the County in continuing my role of preparing the financial reports and design and carrying out of the internal audits. I also am familiar with our accounting software and the Auditor's staff. I also have the responsibility to monitor, research, and recommend implementation of new Governmental Accounting Standards Board (GASB) Standards for the County, which are continually changing.

Going along with my work ethic is my determination to do my job and do it well. I am eager to learn and am very quick to pick up new skills. I am familiar with the internal computer programs used by the County.

For your consideration, I am including a resume, a letter of support from former County Administrator John M. Zeunik, and a letter from former County Auditor Jackie Dozier.

Thank you for your consideration. I certainly look forward to exploring this outstanding opportunity further. I will be in attendance at the September 8, 2009 Executive Committee Meeting to answer any questions you or other members may have.

Sincerely yours,



Michelle L. Anderson

MICHELLE ANDERSON

OBJECTIVE

To obtain the appointment of McLean County Auditor.

EXPERIENCE

October 2007 – Present McLean County Normal, IL
Financial Reporting Specialist in the Auditor's Office

- Coordinate the preparation of Comprehensive Annual Financial Report (CAFR) for McLean County.
- Preparation of journal entries for GAAP and GASB financials.
- Design and carry out internal audits.
- Research and implementation of new Governmental Accounting Standards Board (GASB) Pronouncements.
- Preparation of the Quarterly Financial Statements for McLean County.
- Project Manager for the GASB 45: Other Post Employment Benefits (OPEB) Study for the McLean County Administrator's Office.

February 2007 – September 2007 Clifton Gunderson LLP Peoria, IL
Assurance Associate

- Audit Responsibilities include: Preparation of Financial Statements, General Audit Work, Confirmations, and Interaction with the client.

February 2004 – February 2007 RLI Insurance Company Peoria, IL
Associate Accountant

- Duties included preparation of monthly & quarterly financial statements for Insurance & Non-Insurance Companies. Preparation of various balance sheet reconciliations and over 20 bank reconciliations each month. Responsible for maintaining the general ledger; monthly preparation and analyzation of medical insurance reserves; monthly development of cost allocation factors. Previously worked for RLI in Cash Operations, primary focus was on customer service.

EDUCATION

1998-2003 Illinois State University Normal, IL

- B.S., Accounting and Business Teacher Education.

CIVIC INVOLVEMENT

- Volunteering for McLean County Republican Party, including:
 - Secretary for the Board of Directors, McLean County Republican Women.
 - Member Organizing Committee for the Fall 2008 Rally.
 - Towanda Fourth of July Parade, 2009.
 - McLean County Fair, August 2009.
 - Danvers Day Parade, August 2009.
- Volunteering for Youth Causes
 - Illinois Valley Striders Children Summer Series, 2006 & 2007.
- Member of Leadership McLean County – Class of 2010

Diane Benjamin
27248 E 1100 N Rd
Ellsworth, Il. 61737
309-724-8520

June 29, 2009

Matt Sorensen
McLean County Board Chairman
P.O. Box 2400
Bloomington, Il. 61702-2400

Dear Mr. Sorensen,

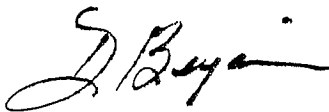
This letter is to express my interest in discussing the County Auditor position with you. The opportunity presented is very appealing, and I believe that my experience and education will make me a competitive candidate for this position.

The key strengths that I possess for success in this position include, but are not limited to, the following:

- Excellent communication skills
- Attention to details.
- Self motivated
- Former CPA

Please see my resume for additional information on my experience.
I can be reached anytime at the above phone number. Thank you for your time and consideration. I look forward to speaking with you about this employment opportunity.

Sincerely,



Diane Benjamin

Diane Benjamin
27248 E. 1100 N. Rd
Ellsworth, Il. 61737
309-724-8520

Qualifications:

CPA – formerly licensed
Strong communication skills and teaching ability
Strong computer skills
Previous office management experience
Self motivated and detail oriented

Experience:

Self-Employed – Part Time 1996-present

Visual Basic/Microsoft Access Database programmer for customers consisting mostly of auto dealers. Some HTML & ASP.Net experience. Completed continuing education classes through Heartland Community College on programming

Part-time accounting and bookkeeping for several home builders, payroll and tax return preparation, setup general ledger, train employees (ended 2002)

Woodward & Associates 1986-1996

Staff CPA, taxes, general ledger. Self taught DOS programmer for existing auto dealer software program

Henning Strouse Jordan & Company 1984-1986

Staff CPA, tax returns and monthly client compilations. Converted manual spreadsheets and reports to computerized programs

Education:

Illinois State University – Bachelor of Science in Accounting 1984
Attended Millikin University-Decatur, Il. Major: Business Management
Richland Community College-Decatur, Il. Associates Degree-Psychology 1975

Other Interests:

Tea Party Organizer both April 15, 2009 and July 4, 2009
Help rebuild New Orleans from Hurricane Katrina – 2 trips, 2007 and 2008
Help rebuild/cleanup Cedar Rapids Iowa after extensive flooding – 1 trip 2008
Gardening
Reading – especially History and Politics



2515 East Washington Street, Suite 1
 Bloomington, IL 61704-1612
 phone: 309.664.0667
 fax: 309.664.0747
 website: www.caepv.org
 email: caepv@caepv.org

September 2, 2009

Anne C. Ciewa
 President
 Alton Kay Inc

Mary Anne Detmer
 Vice President
 Eastman Kodak Company

Beth Johnson
 Secretary/Treasurer
 State Farm Insurance Companies

Jane Randel
 Immediate Past President
 Lee Clothing Inc

Dede Thompson Bartlett
 Immediate Past Chair, Advisory Board
 National Domestic Violence Hotline

Alice Byrne
 Alliance Insurance Companies

Joanne Colucci, CPP
 American Express Company

Linda Condit
 Retired
 Council-Quaker State

Nalle Davenport
 Mayo, Inc

Anne Glauber
 Rader Firm

Thomas Healy
 UIC/NA

Gwendolyn Puyeat Keira, Ph.D.
 American Psychological Association

Robert Kieckhefer
 Health Care Service Corporation

Justice James A. Knecht
 Appellate Court of Illinois

Debra Lewis
 Verizon Wireless

Hank Linden
 Longview Associates, LLC

Cheryl L. Snyder
 First National Bank

Mr. Matt Sorensen
 Chair, Executive Committee
 McLean County Board
 115 East Washington Street
 Bloomington, IL 61702-2400

Dear Mr. Sorensen and Members of the Executive Committee:

October is National Domestic Violence Awareness Month and local community agencies, employers (including McLean County), community law enforcement agencies and many others will be hosting events promoting awareness that domestic violence is an issue in McLean County, and is indeed, everybody's business.

However, domestic violence is an issue that frankly, is difficult for people to discuss. That is why Tuesday, October 6, 2009, has been declared "It's Time to Talk Day" throughout Central Illinois. In workplaces, schools, homes, and other venues, people will be urged to take a moment to talk about this issue that affects the lives of so many. This "Day" falls during October which is "Domestic Violence Awareness Month."

This is the sixth year McLean County will participate in "It's Time to Talk Day." For the past four years we have been fortunate and thankful to receive resolutions declaring "It's Time to Talk Day" from the McLean County Board and we hope you will graciously consider our request again this year. Note that this year we are again asking you to consider a resolution that includes both "It's Time to Talk Day" and "Domestic Violence Awareness Month" and we are asking the City of Bloomington, Town of Normal, Illinois State University, Illinois Wesleyan University, Heartland Community College and Lincoln College - Normal to do likewise.

Attached is a draft resolution we would be honored if the Executive Committee would take under consideration to present to the County Board Chair for signature. We have also attached a copy of the 2008 Resolution for your review.

Thank you in advance for your kind consideration of this request.

Sincerely,

Kimberly K. Wells
 Executive Director

Attachment

cc: Terry Lindberg, McLean County Administrator

It's everybody's business.

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING
TUESDAY, OCTOBER 6, 2009 AS
"IT'S TIME TO TALK DAY" AND
THE MONTH OF OCTOBER 2009 AS
"DOMESTIC VIOLENCE AWARENESS MONTH" in McLEAN COUNTY

WHEREAS, domestic violence affects women, men and children of all racial, social, religious, ethnic, and economic groups in McLean County; and,

WHEREAS, domestic violence is one of the most pervasive problems in our society; and

WHEREAS, open discussion is the first step in promoting healthy relationships and overcoming domestic violence; and,

WHEREAS, the Corporate Alliance to End Partner Violence and partners have established "*It's Time to Talk Day*" on October 6, 2009; and the month of October is established each year nationally as "*Domestic Violence Awareness Month*"; and

WHEREAS, media personalities, government officials, domestic violence advocates, businesses, and the public-at-large will be taking a moment to talk openly about an issue that affects every aspect of a community's safety and wellness; and

WHEREAS, the McLean County Chapter of the Corporate Alliance to End Partner Violence and Radio Bloomington are co-sponsoring "*It's Time to Talk Day*" activities to raise awareness throughout local communities as part of October as "*Domestic Violence Awareness Month*";

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

- (1) The McLean County Board hereby proclaims Tuesday, October 6, 2009 as "*It's Time to Talk Day*" in McLean County, and the month of October as "*Domestic Violence Awareness Month*" in McLean County.
- (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk, and the County Administrator.

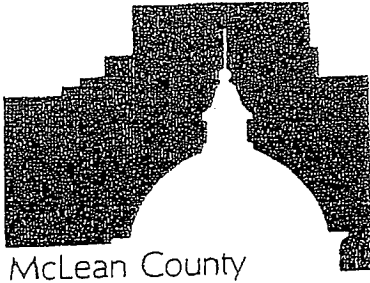
ADOPTED by the McLean County Board this ____ day of _____, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, 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) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

August 25, 2009

TO: Mr. Tari Renner, Chairman Justice Committee
FROM: Sheriff Mike Emery
RE: September 1, 2009 Justice Committee Meeting

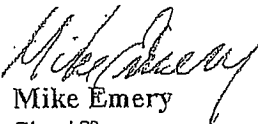
I would respectfully request that the following items be placed on the August 4, 2009, Justice Committee Agenda for Action and Information.

ACTION

- 1) Request approval of the T6' Interagency Agreement 407020: (Please see attached.)

INFORMATION

- 1) Mclean County Detention Facility Report: (Please see attached.)


Mike Emery
Sheriff

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> TASK FORCE 6		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 10/1/2009 End: 09/30/2010
<u>Grant Title:</u> EXPANDING MULTI-JURISDICTIONAL NARCOTICS UNITS		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Grant Amount:</u> \$64,106.00		Expected Initial Receipt Date: 11/15/2009 \$20,000.00 WITH 3 ADDITIONAL DISBURSEMENTS TO BE RECEIVED QUARTERLY	
<u>Match Amount (if applicable):</u> Required Match : \$ 21,369.00 Overmatch: \$101,349.00		<u>Source of Matching Funds (if applicable):</u> TASK FORCE 6 OPERATING FUNDS	
<u>Grant Total Amount:</u> \$186,824.00		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>2</td> </tr> <tr> <td>Personnel Cost</td> <td>\$ 146,370.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 3,640.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$ 150,010.00</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$ 36,814.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$ 36,814.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$ 186,824.00</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	2	Personnel Cost	\$ 146,370.00	Fringe Benefit Cost	\$ 3,640.00	Total Personnel Cost	\$ 150,010.00	<u>Additional Expenses</u>		Subcontractors	\$	Equipment	\$	Other	\$ 36,814.00	Total Additional Expenses	\$ 36,814.00	GRANT TOTAL	\$ 186,824.00	<u>Description of equipment to be purchased:</u> NOT APPLICABLE <u>Description of subcontracting costs:</u> NOT APPLICABLE <u>Other requirements or obligations:</u>	
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Responsible Personnel for Grant Reporting and Oversight:

Sheriff Mike Jones
Department/Head Signature

8/26/2009
Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Units
AGREEMENT NUMBER: 407020
PREVIOUS AGREEMENT NUMBER(S): 406020, 405220, 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416
ESTIMATED START DATE: October 1, 2009
SOURCES OF PROGRAM FUNDING:
FUND FFY JAG 07 Funds: \$ 64,106
Matching Funds: \$ 21,369
Over-Matching Funds: \$ 101,349
Total: \$ 186,824

IMPLEMENTING AGENCY: County of McLean
ADDRESS: Government Center
115 E. Washington, Suite 401
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Implementing Agency) and CCR Registration Expiration Date: 075597187 2-23-2010

DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date: 79-252-1630 7-31-2010

AUTHORIZED OFFICIAL: Matt Sorensen
TITLE: Chairman, McLean County Board
TELEPHONE: (309) 888-5180

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: Treasurer, County of McLean
TELEPHONE: (309) 888-5180

PROGRAM AGENCY: Task Force Six
ADDRESS: P.O. Box 1511
Bloomington, IL 61702-1511

PROGRAM DIRECTOR: M/Sgt. Ben Halloran
TITLE: Task Force 6 Commander
TELEPHONE: (309) 452-9961
E-MAIL: hallorb@isp.state.il.us

FISCAL CONTACT PERSON: Jennifer Miller
AGENCY: County of McLean
TITLE: Bookkeeper
TELEPHONE: (309) 888-5033
FAX: (309) 888-5072
E-MAIL: Jennifer.miller@mcleancountyil.gov
PROGRAM CONTACT PERSON: Michael J. Reidy
TITLE: Chief of Police, City of Clinton
TELEPHONE: (217) 935-9441
FAX: (217) 935-4219
E-MAIL: mreidy@clintonillinois.com

INTERAGENCY AGREEMENT

Edward Byrne Memorial Justice Assistance Grant Program, (Byrne/JAG) 2005

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on Behalf of the Task Force Six, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington, Suite 401, Bloomington, Illinois 61701, for implementation of the Expanding Multi-Jurisdictional Narcotics Unit Program.

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

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 and agency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 the Authority and the Consolidated Appropriations Act of 2005, named the following program areas as the focus of the Illinois State Drug and Violent Crime Control Strategy for federal fiscal year 2007:

1. Support prevention programs that help youth recognize risks associated with violent crime and drug use and target youth to reduce their use of violence, illicit drugs, alcohol, and tobacco products.
2. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principals of balanced and restorative justice.
3. Support programs that enhance treatment effectiveness, quality, and services so that those who need treatment can receive it.
4. Support research that identifies what works in drug treatment and the prevention of drug use, violent crime and their consequences.
5. Support programs that promote the efficiency and effectiveness of the criminal justice system.
6. Support efforts to implement an integrated justice system in Illinois that includes all components of the criminal justice system and every jurisdiction within the state.
7. Support efforts with law enforcement, prosecution, and probation to combat, disrupt and test drug users.

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

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

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit*

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from October 1, 2009 through September 30, 2010.

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$64,106.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat

such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

SECTION 5. MATCH

Federal funds from the Byrne/JAG Program may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

SECTION 6. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 7. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 8. NON-SUPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 9. OBLIGATIONAL LIMITATION

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

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

The Implementing Agency agrees to comply with the Office of Justice Program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 12. MAINTENANCE OF RECORDS

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

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

SECTION 13. INSPECTION AND AUDIT

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

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

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

SECTION 14. CLOSE-OUT REQUIREMENTS

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

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

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

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

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

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

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

SECTION 16. ASSIGNMENT

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

Agency is bound and obligated.

SECTION 17. SUBCONTRACTING

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

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

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

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

SECTION 18. INDEPENDENT CONTRACTOR

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

SECTION 19. EQUIPMENT REQUIREMENTS

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

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

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

SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

The Implementing Agency, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to the Authority for approval prior to begin work.

The Authority's Illinois Integrated Justice Information System's Project manager, at 312-793-8550, should receive written notification regarding any information technology project funded by this grant. The Implementing Agency must maintain an administrative file documenting the meeting of this requirement.

SECTION 21. INFORMATION SHARING

The Implementing Agency, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. The Implementing Agency shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal, Common, Justice, etc.*) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.
2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
5. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

SECTION 22. CONFLICT OF INTEREST

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

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

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

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994

OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)

OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)

OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)

Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).

- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

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

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

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

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

SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

from this requirement.

SECTION 26. NONDISCRIMINATION

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

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;

The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

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

SECTION 27. CONFIDENTIALITY OF INFORMATION

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

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

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

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

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

SECTION 29. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

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

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.

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

SECTION 32. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 33. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 34. DISPOSITION REPORTING

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

SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

SECTION 36. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 37. COPYRIGHTS, PATENTS

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

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

SECTION 38. PUBLICATIONS

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

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

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

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

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2007-DJ-BX-0084, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: County of McLean

Taxpayer Identification Number: 37-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

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

SECTION 40. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.738 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2007) Grant Program DJ-BX-0084. Grant Award Year: Federal Fiscal Year 2007

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

SECTION 41. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 075597187

Program Agency's DUNS Number: 792551630

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The Implementing Agency must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

The Implementing Agency's CCR registered or renewed on: 2-23-2010

The Program Agency's CCR registered or renewed on 7-31-2010

c) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

SECTION 42. INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies*

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
 - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
 - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
 - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.
- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and

- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

The Implementing Agency agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).
- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).
- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

SECTION 43. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

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

SECTION 44. INTEGRATION

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

SECTION 45. SEVERABILITY

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

SECTION 46. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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

SECTION 46.1 SPECIAL CONDITION FOR CONTRACTORS (Applicable to independent contractors, not employees, of the Implementing Agency)

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority.

SECTION 47. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

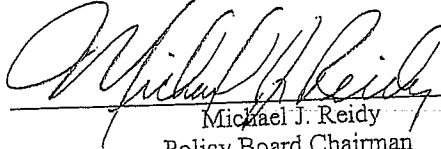
SECTION 48. ACCEPTANCE

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

Jack Cutrone
Acting Executive Director
Illinois Criminal Justice Information Authority
Date

Matt Sorensen
Chairman
County of McLean
Date

Rebecca McNeil
Treasurer
County of McLean
Date



Michael J. Reidy
Policy Board Chairman
City of Clinton
8/21/07
Date

TASK FORCE 6
AGREEMENT # 407020
EXHIBIT A: PROGRAM NARRATIVE

I. SUMMARY OF PROGRAM

Task Force 6 is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police, McLean County Sheriff's Department, Illinois State University Police Department, DeWitt County Sheriff's Department and Clinton Police Department. Task Force 6 is the only narcotics unit serving DeWitt County and rural McLean County. While the Bloomington Police and Normal Police have narcotics units, Task Force 6 provides ongoing assistance to these agencies working both in conjunction with these agencies and independently within the metro area of Bloomington and Normal. Task Force 6 remains the primary drug enforcement unit servicing the campus of Illinois State University which has a student population of 20,000. The population of DeWitt and McLean counties is approximately 167,000 residents. Task Force 6 is located in Normal near the population center of the Central Illinois area.

Task Force 6 strives to improve the quality of life for residents of McLean and DeWitt Counties via aggressive narcotics enforcement. As Task Force 6 is the only narcotics unit servicing the rural areas of these counties, Task Force 6 works closely with local law enforcement and communities to combat drugs in these smaller communities, including street level crimes. Task Force 6 narcotics enforcement operation also targets mid-level and large-scale wholesale narcotics distributors. Task Force 6 remains the primary major case investigative unit for complex, long-term investigations for DeWitt and McLean counties and has a history of success in dismantling organized criminal drug enterprises. Federal funding has made the overall success of Task Force 6 possible by providing for training, supplies, contractual obligations and communications equipment such as Nextel phones. Federal funding has also provided for much needed administrative assistance to hire an office manager/asset forfeiture coordinator.

The Task Force 6 continues to lease office space in Normal. At this time, it appears Task Force 6 will remain at its current facility. Although there continues to be a parking issue with the building owners adjacent to the Task Force 6 office space, Task Force 6 has been unable to locate a facility in the same price range with adequate square footage. Although the current facility is not ideal for Task Force 6 operations, (ie, lack of parking, vault too small) Task Force 6 will attempt to remain at the current facility unless funding allows Task Force 6 to move to another facility.

II. REVIEW OF PROGRESS

Grant # 406020 listed the following goals, objectives, and performance indicators.

GOALS, OBJECTIVES, & PERFORMANCE INDICATORS (*The following goals, objectives, and performance indicators are for the 406020 Agreement.*)

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 25 Proactive Investigative Details targeting suspected cultivated cannabis growers in the McLean/DeWitt County area that have been indicated on intelligence databases as having grow equipment purchases.

Performance Indicator: The number cultivated cannabis details conducted and investigative cases opened. This information will be collected by the Inspectors conducting the details and forwarded to the Task Force 6 Commander for compilation.

Task Force 6 opened 10 investigations specifically targeting cultivated cannabis growers in McLean and DeWitt counties during the first 3 quarters. Outdoor cultivated grows are now in their peak growing season and it is anticipated numerous additional cases will be opened during the 4th Quarter reporting period.

Objective 2: Conduct 10 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use. Provide attendees with contact information for Task Force 6 in an effort to develop stronger community ties.

Performance Indicator: The number of presentations conducted. This information will be collected by the presenters and forwarded to the Task Force 6 Commander.

Thus far, Task Force 6 has conducted 3 public presentations.

Goal: To aggressively pursue the importation of drugs into or through the McLean/DeWitt county areas.

Objective 1: Conduct 10 package interdiction details at the local UPS, DHL and Fex Ex facilities.

Performance Indicator: The number of package interdiction details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

3 package interdiction details were conducted during the first 3 Quarters of this grant reporting period.

Objective 2: Conduct 6 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

Performance Indicator: The number of proactive details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

During the first 3 Quarters of this grant-reporting period, Task Force 6 has conducted 9 proactive details targeting truck stops and rest areas.

Goal: Combat the Cocaine/Cannabis problem in the Task Force 6 area.

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in drug interdiction and narcotic enforcement.

Performance Indicator: The number of training hours. The Task Force 6 Commander will collect this information.

Task Force 6 has sent officers to the following training classes in advanced drug interdiction and narcotics enforcement.

1 Officer:	Commercial Vehicle Interdiction	16 hrs
1 Officer:	Cash Crop School	32 hrs
1 Officer:	DEA Narcotic Investigator Course	80 hrs
2 Officers:	Rental Vehicle Consensual Encounters	8 hrs
6 Officers:	Combat Gang Dynamics	16 hrs
1 Officer:	USDOJ Criminal Drug Conspiracy	16 hrs
1 Officer:	Integrated Drug and Contraband	24 hrs
		192 hrs total

III. STATEMENT OF PROBLEM

Drugs and drug related crimes continue to remain a problem to the Task Force 6 area. The university campus area of Normal, IL, continues to generate a large number of cases and arrests. Task Force 6 has noted an increase in illegal prescription drug activity. In DeWitt County, there have been 2 recent deaths attributed to prescription drugs. Task Force 6 currently has an open investigation that has identified several persons believed to be working together to distribute prescription drugs. Methamphetamine cases in the operational area of Task Force 6 including McLean and DeWitt counties continue to be near non-existent.

Crack cocaine and cocaine continue to represent a large number of Task Force 6 cases. Task Force 6 has established a strong working relationship with many local police agencies that continues to improve to combat this problem. Task Force 6 enjoys the support of the smaller

Police departments, but unfortunately these departments do not have the staffing to support assigning an officer to Task Force 6. If funding were available via expansion grant monies, Task Force 6 would wish to do a direct hire unless one of the member agencies such as McLean County could support sending a second officer to Task Force 6.

Task Force 6 serves a large geographical area that is predominately rural in nature. These rural areas are comprised of small towns with limited or no full time police departments. Many towns contract to the local Sheriff's Department for police presence. McLean County has indicated that obtaining funding/approval for an additional officer to be assigned to Task Force 6 is not possible at this time due to staffing shortages and other programs for which deputies are assigned to.

The Bloomington/Normal metropolitan area continues to experience an increased level of gang activity and gang presence. Bloomington/Normal is experiencing a surge in gang crime activity, including narcotics sales and usage. Task Force 6 is working with these local agencies and the McLean County Prosecutor's Office in an attempt to curb the unlawful sale of drugs and remove these offenders from the area as a result of aggressive investigation of these subjects and their successful prosecution and sentencing.

Task Force 6 continues in the attempt to work with local shipping facilities including DHL, Fed Ex, and UPS to address the unlawful importation of drugs utilizing these shippers. *UPS has been more cooperative during this reporting period with Task Force 6 in regards to active package interdiction and detail scheduling.* Task Force 6 continues efforts to implement ongoing package interdiction but this will take some time.

The local agencies in rural Illinois just do not have the manpower to support their own narcotics units. In order to maintain narcotics enforcement in the areas of McLean and DeWitt counties, continued federal grant funding is necessary for the continued operation of Task Force 6. Should Task Force 6 be forced to disband, criminal drug activity in these rural areas would thrive virtually unchecked by law enforcement.

Task Force 6 continually seeks opportunities to establish contacts within the community by conducting public presentations and by offering investigative assistance to local agencies and child protection agencies. Conducting drug awareness presentations continues to be one of the goals for Task Force 6, largely due to the positive feedback received and occasional intelligence and drug tips received as a result of speaking to community groups.

IV. GOALS, OBJECTIVES, & PERFORMANCE INDICATORS (The following goals, objectives, and performance indicators are for the new 407020 Agreement.)

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 20 Proactive Investigative Details targeting suspected cultivated cannabis growers in the McLean/DeWitt County area that have been indicated on intelligence databases as having grow equipment purchases.

Performance Indicator: The number cultivated cannabis details conducted and investigative cases opened. This information will be collected by the Inspectors conducting the details and forwarded to the Task Force 6 Commander for compilation.

Objective 2: Conduct 10 public presentations targeted toward rural towns outlining the dangers and effects of illegal drug use. Provide attendees with contact information for Task Force 6 in an effort to develop stronger community ties.

Performance Indicator: The number of presentations conducted. This information will be collected by the presenters and forwarded to the Task Force 6 Commander.

Goal: To aggressively pursue the importation of drugs into or through the McLean/DeWitt county areas.

Objective 1: Conduct 10 package interdiction details at the local UPS, DHL and Fex Ex facilities.

Performance Indicator: The number of package interdiction details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

Objective 2: Conduct 6 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

Performance Indicator: The number of proactive details conducted. This information will be collected by Task Force 6 Agents conducting the details and reported to the Task Force 6 Commander.

Goal: Combat the Cocaine/Cannabis problem in the Task Force 6 area.

Objective 1: Provide 80 hours of goal specific training to address the problem. At least 2 agents will attend advanced training in drug interdiction and narcotic enforcement.

Performance Indicator: The number of training hours. The Task Force 6 Commander will collect this information.

V. PROGRAM STRATEGY

The Task Force 6 Policy Board, consisting of the Chief Law Enforcement Officer (or his/her designee) from each participating agency and the Task Force 6 Commander, will oversee the operations of the unit and make reports to the Authority as required. The Policy Board will have the responsibility for directing the operation of the Task Force including:

- A. Approving a budget prepared by the Commander.
- B. Prescribing financial procedures.
- C. Setting investigative priorities and targets.
- D. Establishing rules and guidelines for operations by Commander and staff.
- E. Receiving and causing to be investigated, complaints of misconduct by any member of the task force staff.
- F. Appointing or dismissing a Policy Board Director upon a vote of all policy board members.
- G. Meeting monthly (preferred), and at least quarterly and maintaining minutes of those meetings, which include the votes of the policy board on all decisions.
- H. Approving reports submitted to the Authority.

Members of the task force will remain employees of their home agency and will be expected to comply with the rules of that agency, those of the Task Force, and of the Illinois State Police. To ensure adequate staffing for investigations, the Task Force 6 Commander will approve/deny vacations and leaves before approval is requested to the Inspector's home agency. All officers assigned to the Task Force will complete a basic narcotic investigation course of no less than 40 hours as soon as the course becomes available after their assignment to the unit.

The Task Force 6 Commander will administrate and direct the day-to-day operations of the unit, with the assistance of the Task Force 6 Field Supervisor. Task Force 6 will investigate narcotics activity, and suppress such activity using all means available to the unit and its personnel. Typically, this has meant conducting covert operations targeting mid-level and large-scale distributors. These covert operations, backed up by advanced surveillance techniques and aggressive intelligence gathering has produced results.

Task Force 6 will continue to provide ongoing drug awareness and drug recognition training to community civic groups, high schools, colleges and universities, in addition to governmental agencies including Probation Officers in the Task Force 6 area. These operations, diligently applied, will ensure that Task Force 6 combats illegal drug usage from prevention efforts as well

as the enforcement efforts. Task Force 6 will continue to work in the area of package interdiction. Proactive details in area truck stops and rest areas work toward preventing the importation of drugs into and through the Central Illinois area served by Task Force 6 as well as serving to protect citizens from other crimes due to increased police presence. Task Force 6 is concentrating efforts to attack narcotics activity in the rural areas to address citizen concerns and complaints. Through the proactive details conducted in McLean and DeWitt counties, Task Force 6 hopes to develop intelligence and cultivate confidential sources to assist drug enforcement efforts. However, Federal funding of our operations remains critical to our success.

The operation of Task Force 6 is contingent upon Federal Funding. Federal funding provides Task Force 6 with: a facility (including expenses related to the operation of the facility); Office Manager; Contractual items including cellular telephones; Travel monies to train Agents; and Commodities in order for Task Force 6 to operate. Nextel phones provide instant contact with undercover officers to warn them of impending danger, along with secure and inconspicuous communications for surveillance and other tactical operations. Training for Inspectors, including basic and advanced undercover, tactical/surveillance, and interdiction school is vital for officer safety and for achieving high level investigative results. Federal funds assist Task Force 6 with acquiring needed commodities such as film, tapes, batteries, gas, oil, and maintenance costs for our surveillance vehicles.

The Office Manager ensures our agents spend less time in the office, and more time in the field. Our Office Manager types reports, transcribes court ordered overhears, maintains the case file system, compiles and maintains task force equipment inventory, answers phones, types correspondence, and assists the Commander administratively as required. The Office Manager also performs Asset/Forfeiture duties that were previously contracted to an outside source. This resulted in a savings of approximately \$8,000.00 by combining these 2 positions.

LIST OF PERSONNEL ASSIGNED BY AGENCY

Task Force Commander	Illinois State Police
Sergeant	Illinois State Police
Special Agent	VACANT
Inspector	Bloomington Police Department
Inspector	Illinois State University Police Department
Inspector	McLean County Sheriff's Department
Inspector	Clinton Police Department
Inspector	DeWitt Co. Sheriff's Department
Office Manager	Task Force 6

OTHER RESOURCES AVAILABLE TO TASK FORCE 6:

YEAR:	MAKE:	MILEAGE:	CONDITION:	OWNER:
1989	El Dorado RV	47,104	Poor	ISP
1999	Chevy SUV	117,006	Fair	Task Force 6
2000	Ford P/U	169,300	Poor	ISP
2002	Buick	86,109	Good	ISP
2002	Chrysler	101,926	Fair	Task Force 6
2004	Ford P/U	49,261	Excellent	Task Force 6
2005	Chevrolet SUV	56,593	Excellent	Task Force 6
2005	Chevrolet SUV	109,051	Good	DeWitt Co. /Task Force 6
2005	Pontiac	108,000	Good	Clinton P.D./Task Force 6
2005	Pontiac	69,101	Very Good	ISP
2007	Ford SUV	34,058	Very Good	I.S.U. P.D.
2008	Dodge Van	22,707	Excellent	McLean County
2002	Dodge Van	105,700	Fair	Bloomington P.D.

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
Conduct 20 Proactive Cannabis details	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 drug abuse presentations to rural communities	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 package interdiction details	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 6 proactive details at truck stops and/or rest areas	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Attend 80 hours of advance training in drug interdiction and narcotics enforcement.	October 1, 2009	Ongoing	Task Force Commander Task Force 6 Agents
Submit Quarterly Reports	Quarterly	End of each Quarter of grant period	Task Force Commander Office Manager
Policy Board Meetings	Minimum Quarterly	Monthly or each Quarter	Task Force Commander Office Manager

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

Implementing Agency: Task Force 6
Agreement #: 407020

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	JAG FFY 07 Funds	\$64,106
	Subtotal:	\$64,106
Match:	Task Force 6	\$21,369
	Subtotal:	\$21,369
Over Match:	Task Force 6	\$101,349
	Subtotal:	\$101,349
	GRAND TOTAL	\$186,824

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Sergeant	\$ 104,770.00	12	100%	\$ -	\$ 104,770.00	\$ 104,770.00
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Total FTE		1.00		\$ -	\$ -	\$ -
			Total Salary	\$ -	\$ 104,770.00	\$ 104,770.00
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ -	\$ -	\$ -
TOTAL PERSONNEL SERVICES						
				\$ -	\$ 104,770.00	\$ 104,770.00

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

(See Attached Budget Instructions)

Under general direction of the Task Force 6 (TF6) Commander, the TF6 Sergeant directs, coordinates, and provides administrative, operational, and investigative direction to TF6 personnel. Responsibilities include strategic planning, coaching & developing personnel, providing administrative and operational review of various investigative procedures to include case management, confidential sources, Official Advanced Funds, and evidence collection and processing procedures, reviewing goals & objectives as they relate to investigations, evaluating, planning & coordinating overtime, equipment, and personnel resources assigned to TF6. Is accountable to the TF6 Commander and prepares written evaluations to TF6 inspectors assigned from member agencies.

EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
N/A	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST						\$ -

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

(See Attached Budget Instructions)

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
Audio & Video Tapes	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
Batteries & Office Supplies	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
Fuel for 2 Grant Purchased Surveillance Vehicles	\$ 41.66	12	\$ 500.00	\$ -	\$ 500.00
Maintenance for 3 Grant Purchased Surveillance Vehicles	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ 1,250.00	\$ -	\$ 1,250.00

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

(See Attached Budget Instructions)

\$250 in federal funds will be applied to the cost of video and audio-tapes to record field operations.

44 \$250 will be applied to the cost of batteries to record evidence/operations, along with office supplies.

\$500 will be applied to the cost of fuel for two grant purchased surveillance vehicles.

\$250 will be used to provide maintenance for three grant purchased surveillance vehicles. This covers routine maintenance such as oil changes, oil & fuel filters, belts and bulbs, dry ice for the rear A/C, tire replacement & other repairs.

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Per Diem	\$ -		12	\$ 392.00	\$ -	\$ 392.00
Lodging	\$ -		12	\$ 1,360.00	\$ -	\$ 1,360.00
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 1,752.00	\$ -	\$ 1,752.00

* State rate is calculated at \$.505/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

\$392 will be allocated for per diem for 14 days annually @ \$28/day.

\$1,360 will be allocated for lodging for 17 days @ \$80/day.

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per year	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Alarm	\$ 175.00				\$ 1,204.00	\$ 896.00	\$ 2,100.00
Cellular Phones	\$ 580.00				\$ 6,000.00	\$ 960.00	\$ 6,960.00
Electric	\$ 317.00				\$ 2,000.00	\$ 1,804.00	\$ 3,804.00
Insurance	\$ 116.68				\$ 1,000.00	\$ 400.00	\$ 1,400.00
Rent	\$ 1,629.00				\$ 19,000.00	\$ 548.00	\$ 19,548.00
Secretary		\$20.00	2,080		\$ 31,900.00	\$ 13,340.00	\$ 45,240.00
		\$			\$	\$	\$
		\$			\$	\$	\$
TOTAL CONTRACTUAL COST					\$ 61,104.00	\$ 17,948.00	\$ 79,052.00

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

\$1,204 will be applied to the alarm service for the TF6 building for 12 months @ \$175/month. TF6 will match the excess of \$896.

\$6,000 will be applied to the cellular phone service for 11 phones @ \$580/month. Cellular phones are essential in conducting operations & are used almost exclusively to communicate during surveillance details, buy-busts, to protect our undercover officers by instant notification of impending danger, and to communicate with confidential sources. TF6 will match the excess of \$960.

\$2,000 will be applied to electric service for the TF6 building for 12 months @ \$317/month. TF6 will match the excess of \$1,804.

\$1,000 will be applied to insurance coverage for two grant purchased surveillance vehicles for 12 months @ \$1,400/year. TF6 will match the excess of \$400.

\$19,000 will be applied to rent the TF6 facility for 12 months at \$1,629/month. TF6 will match the excess of \$548. (2,500 sq. ft. @ \$7.82/sq. ft. per year).

\$31,900 will be used to pay the secretary's salary for 12 months. TF6 will match the excess of \$13,340. Secretary will work 40 hours per week for 52 weeks/year for a total of 2,080 hours @ \$20/hr. FICA 6.2% = \$2,579.20, Medicare 1.45% = \$603.20, and unemployment 1.1% = \$457.60 for a total salary of \$45,240.00.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ -	\$ 104,770.00	\$ 104,770.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ 1,250.00	\$ -	\$ 1,250.00
TRAVEL	\$ 1,752.00	\$ -	\$ 1,752.00
CONTRACTUAL	\$ 61,104.00	\$ 17,948.00	\$ 79,052.00
TOTAL COST	\$ 64,106.00	\$ 122,718.00	\$ 186,824.00

All procurements must be competitive

DUTIES OF SECRETARY

Types correspondence, maintains timekeeping & TF6 filing system

Transcribes recorded interviews and court ordered overhears.

Opens TF6 cases with ISP.

Maintains TF6 equipment inventory.

Handles monthly COPS Reports for Squad & Zone Activity

Reconciles monthly bank statements & maintains all financial records.

Handles all accounts payables & accounts receivables.

Maintains the receipt, disbursement, and accounting of all asset forfeitures.

Responsible for quarterly & year-end financial reporting on ICJIA grants.

Handles inspector paperwork for new, renewing, and terminated inspectors.

Responsible for monthly Agency Board Member Meeting minutes.

Responsible for TF6 vehicle license plate renewals.

Enters TF6 deconflictions into the Chicago HIDTA system.

Assists with record keeping of Cash Crop funds.

Assists TF6 Commander with other administrative duties as required.

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOC) / CERTIFICATION
(Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

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

Grant Number: 407020 Federal Grant Award Amount: \$ 64,106.00

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

Address: 104 W. Front Street, Room 105
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address: Jennifer.miller@mcleancountyil.gov

SECTION A. CERTIFICATION (EEO NOT REQUIRED)

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

Check all of the following that apply:

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)

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

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

I, Matt Sorensen, County Board Chairman [responsible official], certify that the
Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect
within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of

County of McLean Government Center [agency/organization name], at 115 E. Washington, Suite 401

Bloomington, IL 61701

[address]

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

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

Matt Sorensen County Board Chairman

[Signature of Responsible Official]

[Print Name and Title]

[Date]

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

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

Address: 104 W. Front Street, Room 105
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033 Fax #: 309/888-5072 E-mail address: Jennifer.miller@mcleancountyil.gov

Grant Number/Contract Name: 407020 Expanding Multi-Jurisdictional Narcotics Unit Program

Certification Statement:

I, Matt Sorensen, County Board Chairman [Responsible Official], certify to the following statements:

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

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

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

Check the following item(s) that apply:

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
 - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

County Board Chairman

[Signature of Responsible Official]

[Title]

[Date]

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

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

Grant Number: 407020 Federal Grant Award Amount: \$ 64,106.00

Grantee/Organization Name (hereafter referred to as the "Entity"): Task Force 6

Address: P.O. Box 1511
Bloomington, IL 61702-1511

Contact Person: Benjamin Halloran

Telephone #: 309/452-9961

Fax #: 309/452-9981

E-mail address: hallorb@isp.state.il.us

SECTION A. CERTIFICATION (EEO NOT REQUIRED)

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

Check all of the following that apply:

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

Ben Halloran
[Signature of Responsible Official]

Benjamin Halloran/Commander
[Print Name and Title]

8-20-09
[Date]

OR

SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)

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

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

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

_____ [agency/organization name], at _____ [address]

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

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete ENTIRE certification)

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

Grantee/Organization Name (hereafter referred to as the "Entity"): Task Force 6

Address: P.O. Box 1511
Bloomington, IL 61702-1511

Contact Person: Benjamin Halloran

Telephone #: 309/452-9961 Fax #: 309/452-9981 E-mail address: hallorb@isp.state.il.us

Grant Number/Contract Name: 407020

Certification Statement:

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

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

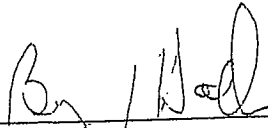
In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity,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

Check the following item(s) that apply:

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

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached


[Signature of Responsible Official]

COMMANDER
[Title]

8-20-09
[Date]

FISCAL INFORMATION SHEET

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

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

Implementing Agency: County of McLean

Implementing Agency's FEIN #: 37-6001569 Agreement #: 407020

Program Agency: Task Force 6

Program Title: Expanding Multi-Jurisdictional Narcotics Unit Program

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

Name: Diane McCoy
Title: Executive Assistant
Agency: Task Force 6
Address: P.O. Box 1511, Bloomington, IL 61702-1511
Phone: 309/452-9961 FAX: 309/452-9981

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

Name: Benjamin Halloran
Title: Commander
Agency: Task Force 6
Address: P.O. Box 1511, Bloomington, IL 61702-1511
Phone: 309/452-9961 FAX: 309/452-9981

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

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

 Federal funds only

X Both federal and local matching funds

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

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean

115 E. Washington, P.O. Box 2400

Bloomington, IL 61702-2400

ATTN: Jennifer Miller

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit
Initial Cash Request

On behalf of TASK FORCE 6

I am requesting an initial cash request of \$20,000.00 as permitted in Interagency Agreement # 407020.

By [Signature]

Signature of Authorized Official

August 20, 2009

Date

Commander

Expanding Multi-Jurisdictional
Narcotics Unit Program

Program Name

37-6001569

Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Requested
Disbursal _____

FED/GR

Approved
By: _____

Date _____

Date _____



COURT SERVICES

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Adult Division
Room 700
Ph: 309-888-5360
Fax: 309-888-5434

Juvenile Division
Room 701
Ph: 309-888-5370
Fax: 309-888-5831

Extended Day
Room 703
Ph: 309-888-5370
Fax: 309-888-5831

MEMORANDUM

DATE: August 25, 2009

TO: Honorable Members of the Justice Committee

CC: Chief Judge Elizabeth A. Robb

FROM: Lori McCormick

RE: Extension of Redeploy Grant

As you are aware, the court services department received a Redeploy Illinois Grant in January of 2009. As anticipated, we have been informed that we will be eligible for continued funding beginning August 18, 2009 until June 30, 2010. At the present time the funding will be in the amount of \$183,869. I have attached the Agreement for State Fiscal Year 2010. There is no match for these funds, and no personnel costs. Private agencies will continue to subcontract with the county to provide services to target redeploy youth.

At the end of State Fiscal Year 2009, the Redeploy Program had accepted 12 youth into the program, and had provided cognitive therapy, individual substance abuse treatment, psychiatric/psychological testing, crisis counseling, tutoring, electronic monitoring and family advocacy. During this period, no youth from the program was placed outside of the community or sentenced to the Department of Juvenile Justice.

I am respectfully requesting the committee's permission to extend the existing grant. I will be present at the Justice Committee meeting to answer any questions you may have.

Thank you for your consideration in this matter

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Court Services		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Department of Human Services		<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 7/1/2009 End: 6/30/2010
<u>Grant Title:</u> Redeploy Illinois			
<u>Grant Amount:</u> \$183,869		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Match Amount (if applicable):</u> Required Match :\$0 Overmatch: \$0		<u>Expected Initial Receipt Date:</u>	
<u>Grant Total Amount:</u> \$183,869		<u>Source of Matching Funds (if applicable):</u> n/a	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$183,869</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$183,869	<u>Description of equipment to be purchased:</u> <u>Description of subcontracting costs:</u> EBP counseling and trainings provided by Catholic Charities, Heartland Comm. College, Chestnut Health Systems, Illinois State University. <u>Other requirements or obligations:</u> Licensing and training for staff to provide needed testing, & cognitive support groups for redploy youth. Provision of electronic monitoring services
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:																									
Personnel Cost	\$																								
Fringe Benefit Cost	\$																								
Total Personnel Cost	\$																								
Additional Expenses																									
Subcontractors	\$																								
Equipment	\$																								
Other	\$																								
Total Additional Expenses	\$																								
GRANT TOTAL	\$183,869																								

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

Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature

Date

Grant Administrator/Coordinator Signature (if different)

Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

Form Date: 4/21/06

STATE OF ILLINOIS
DEPARTMENT OF HUMAN SERVICES
COMMUNITY SERVICES AGREEMENT
FISCAL YEAR 2010

This Community Services Agreement ("Agreement") is by and between the Illinois Department of Human Services (hereinafter referred to as the "Department" or "DHS"), with its principal office at 535 West Jefferson, Springfield, IL 62702-5058 and McLean County Court Services (hereinafter referred to as the "Provider"), with its principal address at: , 104 West Front Street, Room 700, P.O. Box 2400, Bloomington, IL, 61701.

WHEREAS, it is the intent of the parties herein to implement services consistent with all Attachments hereto and pursuant to the duties and responsibilities imposed by the Department under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof;

WHEREFORE, it is agreed as follows:

1. TERM

This Agreement shall be effective August 18, 2009, and shall expire June 30, 2010, unless extended pursuant to the terms hereof.

2. TAXPAYER CERTIFICATION (Provider **MUST** complete)

Under penalties of perjury, the Provider certifies that 376001569 is the Provider's correct Federal Taxpayer Identification Number/Social Security Number (circle one). The Provider is doing business as a (please check one).

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> D = disregarded entity |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Pharmacy-Non Corporate | |

The Provider also certifies that it does and will comply with all provisions of the Federal Internal Revenue Code, the Illinois Revenue Act, and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

3. PAYMENT

A. The estimated amount payable by the Department to the Provider under this Agreement is \$183,869.00. The Provider agrees to accept DHS payment for services rendered as specified in the Attachments incorporated as part of this Agreement.

- B. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. The Department shall notify the Provider of such funding failure.
- C. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act, (30 ILCS 705), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to the Department within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.
- D. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. 6501 et seq.) and any other applicable Federal laws or regulations.
- E. The Provider agrees to hold harmless the Department when the Department acts in good faith to redirect all or a portion of any Provider payment to a third party. The Department will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized the Department to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- F. The Agreement amount is established on an estimated basis and may be increased at any time during the term. The Department may decrease the estimated amount of this Agreement at any time during the term if the Department believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement. The Provider will be notified, in writing, of any adjustment, and/or reason for the adjustment, of the estimated amount of this Agreement.
- G. Grant funds disbursed under this Agreement and held thirty (30) days by the Provider will be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. Any exceptions to this requirement must be approved, in writing, by the Department. The provisions of the Illinois Grant Funds Recovery Act shall apply.

4. SCOPE OF SERVICES

The Provider will provide the services as described herein and in accordance with all conditions and terms set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the Attachment(s) and Program Manual(s).

5. REQUIRED CERTIFICATIONS

The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients. The Department recognizes that not all certifications may apply to the Provider, its subcontractors or subrecipients. It is the Provider's responsibility to determine which certifications apply to the Provider.

- A. **Bribery** - The Provider certifies that the Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** - The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** - The Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** - The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 et seq.) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).
- E. **Dues and Fees** - The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Drug Free Work Place** - The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).
- G. **Motor Voter Law** - The Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg et seq.).
- H. **Clean Air Act and Clean Water Act** - The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.).

- I. **Debarment** - The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).
- J. **Pro-Children Act** - The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 et seq.).
- K. **Debt To State** - The Provider certifies that it, or its affiliate, is not barred from being awarded a contract because the Provider, or its affiliate, is delinquent in the payment of any debt to the State, unless the Provider, or its affiliate, has entered into a deferred payment plan to pay off the debt, and the Provider acknowledges the Department may declare the contract void if the certification is false (30 ILCS 500/50-11).
- L. **Grant For The Construction Of Fixed Works** - All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Grant Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application. In the construction of the project, the Grantee shall comply with the requirements of the Prevailing Wage Act, including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.
- M. **Health Insurance Portability and Accountability Act** - The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, the Social Security Act 42, U.S.C. §1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Provider shall maintain, for a minimum of six (6) years, all protected health information.
- N. **Sarbanes-Oxley Act** - The Provider certifies that neither the Provider nor any officer, director, partner or other managerial agent has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction.

Provider further certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10.5, and acknowledges that the contracting State agency shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

- O. **Forced Labor Act** - Provider complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
- P. **Environmental Protection Act Violations** - The Provider certifies in accordance with 30 ILCS 500/50-12 that the bidder or Provider is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).
- Q. **Goods From Child Labor Act** - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA94-0264).
- R. **Abuse of Adults with Disabilities Intervention Act** - The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. All Providers have an obligation to report suspected fraud or irregularities committed by individuals or other entities with which they interact on the Department's behalf and should make a report to the appropriate program office (20 ILCS 2435).
- S. **Procurement Lobbying** - Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- T. **Business Entity Registration** - The Provider certifies that they are not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160). Further, the Provider acknowledges that

all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

6. **BACKGROUND CHECKS**

The Provider certifies that neither the Provider, nor any employee assigned to work on the Department's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. The Provider will also supply the Department with a list of individuals assigned to work on the Department's premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent the Provider from giving a list within that time. If the Provider cannot provide a list, or the name of an individual, at least ten (10) working days prior to their employment, it shall do so as soon as possible. The Department may conduct criminal background checks on the Provider and/or its employees assigned to work on the Department's premises. The Provider agrees to hold harmless and indemnify the Department and its employees for any liability accruing from said background checks.

7. **UNLAWFUL DISCRIMINATION**

The Provider, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- A. The Illinois Human Rights Act (775 ILCS 5)
- B. Public Works Employment Discrimination Act (775 ILCS 10)
- C. The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §2000a-§2000h-6). (See also guidelines to Federal Financial Assistance Recipients regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])
- D. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
- E. The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.)
- F. Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- G. Charitable Choice - In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996

8. LOBBYING

The Provider certifies that no Federally-appropriated funds have been paid or will be paid out by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal agreement, grant, loan or cooperative agreement.

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

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

The Provider must include the language of this certification in the award documents for any subawards made pursuant to this award. All subrecipients are also subject to certification and disclosure.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 U.S.C. §1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

9. CONFIDENTIALITY

The Provider shall comply with applicable State and Federal statutes, Federal regulations and Department administrative rules regarding confidential records or other information obtained by the Provider concerning persons served under this Agreement. The records and information shall be protected by the Provider from unauthorized disclosure.

10. LIABILITY

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

11. MAINTENANCE AND ACCESSIBILITY OF RECORDS

- A. The Provider shall maintain, for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509.
- B. The Provider agrees to make books, records and supporting documentation relevant to this Agreement available to authorized Department representatives, auditors (including the Illinois Auditor General), Federal authorities and any other person as may be authorized by the Department or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.
- C. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12. RIGHT OF AUDIT AND MONITORING

The Department shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with affirmative action requirements of this Agreement.

The Department may request, and Provider will supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract is in existence or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Provider's contractual agreements, identity of employees, shareholders and directors of Provider and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Provider.

This does not give the Department the right to review a license that is not directly related to the program being audited nor does it allow the Department to unilaterally revoke a license without complying with all due process rights the Provider is entitled to under Federal, State, local law or applicable rules promulgated by the Department.

13. REPORTING REQUIREMENTS

Providers agree to submit programmatic reports as requested and in the format required by the Department. Failure to submit reports may cause a delay in funding.

14. AUDIT REQUIREMENTS

The Provider will annually submit an independent audit report and/or supplemental revenue and expense data to the Department in accordance with 89 Ill. Adm. Code 507 (Audit Requirements of the Department of Human Services) to enable the Department to perform fiscal monitoring and to account for the usage of funds paid to the Provider under this Agreement.

For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accounting Firm registered in the State of Illinois. For audits required to be performed subject to Government Auditing Standards, the Provider shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

If the Provider is subject to the audit requirements, the Department will send to the Provider, by registered or certified letter, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2010.

15. INDEPENDENT CONTRACTOR

The Provider is an independent contractor under this Agreement and neither the Provider nor any employee or agent of the Provider is an employee of DHS and does not acquire any employment rights with DHS or the State of Illinois by virtue of this Agreement. The Provider will provide the agreed services and achieve the specified results free from the direction or control of DHS as to the means and methods of performance. The Provider will be required to provide its own equipment and supplies necessary to conduct its business; provided that in the event, for its convenience or otherwise, DHS makes any such equipment and/or supplies available to the Provider, the Provider's use of such equipment or supplies provided by DHS pursuant to this Agreement shall be strictly limited to official DHS or State of Illinois business and not for any other purpose, including any personal benefit or gain.

16. SANCTIONS

The Department may impose sanctions on Providers who fail to comply with conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

17. TERMINATION OF THE AGREEMENT

Either party may terminate this Agreement at any time, for any reason, upon not less than thirty (30) days written notice to the other party. The Department may terminate this Agreement immediately in the event the Provider substantially or materially breaches the Agreement. The Provider shall be paid for work satisfactorily completed prior to the date of termination.

18. POST-TERMINATION/NON-RENEWAL

Upon notice by the Department to the Provider of the termination of this Agreement or notice that the Department will not renew, extend or exercise any options to extend the term of this contract, or that the Department will not be contracting with Provider beyond the term of this Agreement, the Provider shall, upon demand:

- A. Cooperate with the Department in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who chose to receive services through another provider.

- B. Provide copies of all records related to recipient services funded by the Department under this Agreement.
- C. Grant reasonable access to the Department to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.
- D. Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

The promises and covenants of this paragraph, specifically, shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

19. SUBCONTRACTS

The Provider may not subcontract any portion of this Agreement nor delegate any duties hereunder without prior written approval of the Department. In emergencies, the Provider will request approval in writing within seven (7) days of the use of a subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement.

20. INTERNET ACCESS

The Provider must have Internet access. Internet access may be either dial-up or high speed/DSL. The Provider must maintain, at a minimum, one business email address that will be the primary receiving point for all email correspondence from the Department. The Provider may list additional addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. During any period that the Department directly funds the Provider's Internet service, the Provider must use the Department-assigned email address as its primary email address. The Provider may list additional email points of contact in the same manner as listed above. The Provider must notify the Department of any email changes within five (5) business days from the effective date of the change.

21. NOTICE OF CHANGE

The Provider shall give thirty (30) days prior written notice to the Department (contact person[s] listed on Attachment[s]), if there is a change in the Provider's legal status, federal employer identification number (FEIN) or address. The Department reserves the right to take any and all appropriate action.

The Provider agrees to hold harmless the Department for any acts or omissions by the Department resulting from the Provider's failure to notify the Department of these changes.

In the event the Provider, its parent or related corporate entity, becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider will immediately notify the Department in writing.

22. ASSIGNMENT

The Provider understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Provider's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this Agreement null, void, and of no further effect.

23. MERGERS/ACQUISITIONS

The Provider acknowledges that this agreement is made by and between the Department and the Provider, as the Provider is currently organized and constituted. No promise or undertaking made hereunder is an assurance that the Department agrees to continue this Agreement, or any license related thereto, should the Provider reorganize or otherwise substantially change the character of its corporate or other business structure. The Provider agrees that it will give the Department prior notice of any such action and will provide any and all reasonable documentation necessary for the Department to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this paragraph shall constitute a material breach of this Agreement.

24. CONFLICT OF INTEREST

The Provider agrees that payments made by the Department under this Agreement will not be used to compensate, directly or indirectly, any person: 1) Currently holding an elective office in this State including, but not limited to a seat in the General Assembly, or 2) employed by an office or agency of State government of Illinois whose annual compensation is in excess of \$90,000.00. The Provider may request written approval from the Department for an exemption from this provision. Provider acknowledges that the Department is under no obligation to provide such exemption and that the Department may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as the Department may require.

25. TRANSFER OF EQUIPMENT

The Department shall have the right to require that the Provider transfer to the Department any equipment including title thereto purchased in whole with Department funds. The Department shall notify the Provider in writing should the Department require the transfer of such equipment. Upon such notification by the Department, Provider will be deemed to have so transferred the equipment to the Department as if the Provider had executed a bill of sale therefor. For purposes of this Paragraph 25, equipment means any equipment used in the administration and/or operation of the program having a useful life of two (2) years or more and an acquisition cost of at least \$500.

26. WORK PRODUCT

Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software, websites and their domain names, or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the Department. There shall be no dissemination or publication of any such work product without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

Upon written consent of the Department, the Provider may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.

The Provider may not copyright or register the material without the prior written consent of the Department. The Provider acknowledges that the Department is under no obligation to give such consent and that the Department may, if consent is given, give consent subject to such additional terms and conditions as the Department may require.

27. RELEASES

In the event that Department funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, the Provider agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the Illinois Department of Human Services". Exceptions to this requirement must be requested, in writing, to the Department and will be considered authorized only upon written notice to the Provider.

28. PRIOR NOTIFICATION

The Provider agrees to notify the Department prior to issuing public announcements or press releases concerning work done pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with the Department in joint or coordinated releases of information.

29. INSURANCE

The Provider shall purchase and maintain in full force and effect during the term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real and/or personal property purchased or otherwise acquired, in whole or in part, with funds disbursed pursuant to this Agreement.

If the Provider's cost of property and casualty insurance increases by 25% or more, or if new State regulations impose additional costs to the Provider during the term of this Agreement, the Provider may request that the Department review this Agreement and adjust the compensation or reimbursement provisions thereof in accordance with any agreement reached, all of which shall be at the sole discretion of the Department and subject to the limitations of the Department's appropriated funds.

If a claim is submitted for real and/or personal property purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to the Department.

30. LAWSUITS

Indemnification will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. The Department makes no representation that Provider, an independent contractor, will qualify or be eligible for indemnification under said Act.

31. GIFTS AND INCENTIVES PROVISION

The Provider is prohibited from giving gifts to Department employees (5 ILCS 430/10-10). The Provider will provide the Department with advance notice of the Provider's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist the Provider in carrying out its responsibilities under this Agreement.

32. RENEWAL

This Agreement may be renewed unilaterally by the Department for additional periods. The Provider acknowledges that this Agreement does not create any expectation of renewal.

33. AMENDMENTS

This Agreement may be modified or amended at any time during its term by mutual consent of the parties, expressed in writing and signed by the parties.

34. SEVERABILITY

If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

35. WAIVER

No failure of the Department to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time nor constitute a "course of business" upon which Provider may rely for the purpose of denial of such a right or remedy to the Department.

36. LAWS OF ILLINOIS

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and all subsequent amendments.

37. STATUTORY/REGULATORY COMPLIANCE

This Agreement and the Provider's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including the American Recovery and Reinvestment Act of 2009 and its reporting requirements, Federal regulations, State administrative rules, including 89 Ill. Adm. Code 509, and any and all license and/or professional certification provisions.

38. ATTACHMENTS AND PROGRAM MANUALS

The following Attachment(s), and any document(s) and Program Manuals referenced in the Attachment(s), are hereby incorporated into this Agreement and can be found on the following Department website: <http://www.dhs.state.il.us/page.aspx?item=41490>

<u>Name of Program or Service Area</u>	<u>Attachment #</u>	<u>Dollar Amount</u>
Division of Community Health and Prevention	E	\$183,869.00

Total Dollar Amount: \$183,869.00

39. PRECEDENCE

In the event there is a conflict between this Agreement and any of the Attachments or documents referenced in the Attachments, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the statute(s) or rule(s) shall control.

40. ENTIRE AGREEMENT

The Provider and the Department understand and agree that this Agreement constitutes the entire Agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either the Provider or the Department.

41. FUNDING RESERVE

Reductions in Amounts Payable: Unless otherwise provided in any Attachment or Exhibit made a part hereof, the amount(s) payable, or estimated amount(s) payable, to vendor/provider under this Agreement is/are subject to a reduction not to exceed two percent (2%) as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of the Department of Human Services, or as may be directed by the Office of the Governor.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

State of Illinois
Department of Human Services

By: _____
Carol L. Adams, Ph.D., Secretary

Date: _____

McLean County Court Services

Provider (Agency Name)

BY: _____
(Provider or Authorized Designee Signature)

Name: _____
(Type or Print)

Title: _____

Date: _____

Email Address: _____

Agreement No. 11GL249000

Illinois Department of Human Services
 Division of Community Health and Prevention

Agency Name: McLean County Court Services
 FEIN: 376001569
 Agreement No. 11GL249000
 Attachment E

FY2010
 ATTACHMENT COVER SHEET

CONTACT FOR NOTIFICATION

All notices required or desired to be sent by either party shall be sent to the persons listed below.

IDHS CONTACT

Dan Blair
 Fiscal Manager
 535 W. Jefferson, 3rd Floor
 Springfield, IL 62702-5058
 Phone: (217) 524-7758
 TTY #:
 Fax #: (217) 524-2491
 Email Address: Dan.Blair@illinois.gov

PROVIDER CONTACT

Matt Sorensen
 Director
 104 West Front Street, Room 700 P.O. Box 2400
 Bloomington, IL 61701
 Phone: (309) 888-5360
 TTY #:
 Fax #: (309) 888-5434
 Email Address: randy.macak@mcleancountyil.gov

Advance payments may be allowed under the programs listed below:

<u>Program</u>	<u>CARS Service Code</u>	<u>Method of Payment</u>	<u>Subject to Grant Fund Recovery Act</u>	<u>Method of Reconciliation*</u>	<u>Service Projections</u>	<u>Unit of Service</u>	<u>Estimated Funding</u>
REDEPLOY ILLINOIS	L11GL249580		Grants	YES	Expenses	N/A N/A	\$183,869.00
Attachment Total							<u>\$183,869.00</u>

NA - Not Applicable

*Expenses - Program is subject to reconciliation based on Rule 511.10a.

*Deliverables - Program is subject to reconciliation based on Rule 511.10b.

Illinois Department of Human Services
Division of Community Health and Prevention

Agency Name: McLean County Court Services
FEIN: 376001569
Agreement No. 11GL249000
Attachment E

FY2010
ATTACHMENT COVER SHEET - ADDENDUM

Program	Performance Measures
REDEPLOY	See your program manual for performance measures

AGREEMENT

This agreement is entered into as of this 1st day of October 2009, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation District (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, to include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of watershed management plans; 2) the performance of a watershed conservation education program for the City, Town and County; 3) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 4) the development and implementation of additional watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2009 and ends October 1, 2012.

C. Payment:

The City, Town and County shall pay the District the following amounts for services described in paragraph 2 and Appendix A:

- a. The first year of the agreement (2009) Payments of \$40,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2010), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2011), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- a. Provide watershed management and watershed conservation educational services to the City; Town and County as outlined in Appendix A.
- b. Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County Board Land Use Committee.
- c. Prepare five year updates to McLean County Watershed Management Plan as required.

E. Indemnification and Hold Harmless:

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

APPENDIX A

The District shall provide the following services to the City, Town and County:

- Promote agriculture practices in the Lake Bloomington and Evergreen Lake watersheds via SWCD newsletter and news releases.
- Work with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management.
- Promote Best Management Practices (BMP) such as waterways, filter strips, contour strips, nutrient management, no-till/strip-till, grade stabilization structures and stream bank stabilization, through available programs such as CRP and EQIP to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between Sand County Foundation, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, U of I Extension and other community conservation groups.
- Help implement the County's storm water management plan in accordance with the U.S. Environmental Protection Agency's NPDES Phase II program regulations by providing public education/outreach on the following topics: Illicit Discharge Detection/Elimination, Construction Site Runoff Control, Post Construction Runoff Control and Pollution Prevention/Good Housekeeping.
- Serve as a technical resource for landowners/contractors on methods to achieve compliance with Phase II ordinances.
- Coordinate the development of a program to encourage and help facilitate the adoption of erosion & sediment control and stream buffer ordinances in small communities within the watersheds within the county.
- Coordinate and manage urban implementation strategies of the Evergreen Lake and Lake Bloomington Watershed Plans and in particular the contributing areas of Six Mile Creek and Money Creek immediately downstream of the Town of Normal by developing and managing a program for stream water quality monitoring, sampling and data management including the preparation of estimates for installation and operation of proposed sampling stations and coordination of contracts, payments, data collection and retention and the distribution of information to all interested agencies.