



EXECUTIVE COMMITTEE AGENDA  
Room 400, Government Center

**Tuesday, October 10, 2006**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes -- September 12, 2006  
August 22, 2006 (Stand-up)
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee -- Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:  
  
**PLEASANT HILLS CEMETARY ASSOCIATION**  
Mr. James Morrison  
502 E. South St.  
Lexington, IL 61753  
(Six-year term to expire on November 1, 2012)
      - b) APPOINTMENTS:  
  
**McLEAN COUNTY BOARD OF HEALTH**  
Ms. Jane Turley  
5220 Department of Health Sciences  
Illinois State University  
522 Felmley Science Annex  
Normal, IL  
(Three-year term to expire on June 30, 2009)

c) RESIGNATIONS:

**McLEAN COUNTY BOARD OF HEALTH**

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

d) Introduction and Presentation by Candidates  
seeking Appointment to Board District #7  
Seat:

- |     |                      |     |
|-----|----------------------|-----|
| (1) | Mr. Daniel T. Koon   | 1-2 |
| (2) | Mr. John A. Butler   | 3-5 |
| (3) | Mr. Richard Buchanan | 6-8 |

e) Request Approval of a Resolution in  
Recognition of Ms. P.A. "Sue" Berglund 9

2) Items to be Presented to the Board:

- a) General Report  
b) Other

B. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- |    |   |       |
|----|---|-------|
| a) | Request Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Booking Services – Sheriff's Department   | 10-11 |
| b) | Request Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Booking Services -- Sheriff's Department   | 12-13 |
| c) | Request Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University for Booking Services – Sheriff's Department   | 14-16 |
| d) | Request Approval of Letter of Understanding Between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties for McLean County Jail Education Program – Sheriff's Department | 17-19 |
| e) | Request Approval of an Intergovernmental Agreement between the McLean County Sheriff's Department and the Law and Justice Commission, MTU #8 – Sheriff's Department   | 20-22 |

- f) Request Approval of Agreement #602371  
 "McLean County Domestic Violence Multi-Disciplinary Team Program" between  
 The Sheriff's Department and the Illinois  
 Criminal Justice Information Authority –  
 Sheriff's Department 23-55
  - g) Request Approval of Agreement #601170  
 "McLean County Domestic Violence Multi-Disciplinary Team Program" between  
 McLean County State's Attorneys Office  
 and the Illinois Criminal Justice Information  
 Authority – State's Attorneys Office 56-88
  - h) Request Approval of a Resolution  
 Approving McLean County's continued  
 Participation with the State of Illinois  
 Appellate Prosecutor's Office –  
 State's Attorneys Office 89-91
  - i) Request Approval of an Interagency  
 Agreement between McLean County and  
 Chestnut Health System, Inc. – Court Services 92-103
  - j) Request Approval of Agreement #604174  
 "McLean County Domestic Violence Multi-Disciplinary Team Program" between  
 Court Services and the Illinois  
 Criminal Justice Information Authority –  
 Court Services 104-137
- 2) Items to be Presented to the Board:
- a) Request Approval to Review Bids and Select  
 Contractor for Chemical Agents to be used in the  
 McLean County Jail Laundry and Dish Machine –  
 Sheriff's Department
  - b) Request Approval of a Contract with Rev.  
 Colleen Bennett for the provision of Chaplain  
 Services for the McLean County Jail – Sheriff's  
 Department
  - c) Request Approval of an IDENTIX Livescan  
 Maintenance Program – Sheriff's Department
  - d) Request Approval of a Dietary Consultant  
 Agreement with a Registered Dietician –  
 Sheriff's Department
  - e) Request Approval of Integrated Justice  
 Information System Work Order #18 and  
 Accompanying Emergency Ordinance  
 Amending the Fiscal Year 2006 Adopted  
 Budget (to be considered at a Stand-up  
 Meeting)
  - f) General Report
  - g) Other

C. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request Approval of Application for Approval of a one lot final subdivision plat for the Holder Rail Subdivision with waivers of Preliminary Plan Requirements, Lot Area, Lot Width and Road Frontage, which is located in Old Town Township immediately north of the Norfolk and Southern Railroad right-of-way near Holder and is located ¼ mile west of 2400 E Road, File No. S-06-22
- b) General Report
- c) Other

D. Property Committee – Chairman Bostic

1) Items to be Presented to the Board:

- a) Request Approval of a Proposed Vending Contract between Joe Abraham and Sons Vending and McLean County for Vending Service to County Facilities – Facilities Management
- b) Request Approval of Lease Agreement between the County and the Children's Advocacy Center – Facilities Management
- c) Request Approval of Lease Agreement between the County and Veterans Assistance Commission – Facilities Management
- d) Request Approval of Lease Agreement between the County and the YWCA of McLean County
- e) Request Approval of Lease Agreement between the County and the Regional Office of Education for McLean/DeWitt/Livingston Counties – Facilities Management
- f) Request Approval of Lease Agreement between the County and the G.E.D. Adult Education Literacy Program – Facilities Management
- g) General Report
- h) Other

E. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

- a) Request Approval of a Resolution and Letting Results from September 27, 2006 County Sale of Surplus Equipment
- b) Request Approval of Local Agency Agreement for Federal Participation – I-55 Overpass at Lexington (to be Considered at a Stand-up Meeting)

- c) General Report
- d) Other

F. Finance Committee – Chairman Sorensen

1) Items to be Presented to the Board:

- a) Request Approval of a Resolution of the McLean County Board Approving and Adopting The Amended Community Development Assistance Program Revolving Loan Fund Administrative Guidelines and Recapture Strategy
- b) Request Approval of County Employee Health Insurance Program for FY'2007 (to be Considered at a Stand-up Meeting)
- c) General Report
- d) Other

G. Report of the County Administrator

1) Items to be Presented for Committee Action:

- a) Review of Fiscal Year 2007 Recommended Budget:
  - (1) Information Services Department 0001-0043 138-141
  - (2) County Administrator's Office 0001-0002 142-144

2) Items to be Presented to the Board:

- a) General Report
- b) Other

2. Other Business and Communications

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

4. Adjournment

September 19, 2006

McLean County Board  
Chairman Michael Sweeney  
115 E. Washington St., Rm. 401  
P.O.Box 2400  
Bloomington, IL 61702

Chairman Sweeney:

It has recently come to my attention that there is a vacancy on the McLean County board in District #7. It is my intention to respond to the current need and offer my services to stand in and assume the responsibilities associated with that position. You will find a brief resume/personal bio of me accompanying this letter. Please feel free to contact me concerning any questions you might have regarding my resume. I look forward to this opportunity and the possibility of serving in this capacity within McLean County.

Thank you,



Daniel T. Koon

Daniel T. Koon  
806 E. Monroe St., Bloomington, IL 61701  
309-829-0635  
dkoon@rallyappraisal.com

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**Objective** To obtain the appointment to the open seat in District #7 of the McLean County Board.

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**Profile**

- Married for 13.5 years with one 9 year old daughter
- Lived in McLean County for approximately 5.5 years
- 5 years of current employment/management with Rally Appraisal, LLC
- Grew up in Australia and have traveled extensively – domestic and international

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**Education** B.A., Missions and Theology, Baptist Bible College, Springfield, MO  
Numerous Real Estate Appraisal courses over the past 5 years

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**Relevant Experience & Accomplishments**

**Rally Appraisal**

- Successfully established new office locations within the Bloomington/Normal and Champaign/Urbana markets
- Increased revenues approximately 20% and overall productivity approximately 35% in the 5<sup>th</sup> year of operation within the Bloomington/Normal office
- Successful ongoing development of 3 current appraisers -1of which has gone on to start his own business
- Currently associated with 3 realtor associations (BNAR, Illini Valley, Decatur Association of Realtors) and the McLean County Chamber of Commerce

**Community/personal involvement**

- Actively involved with church (Calvary Baptist Church, Normal, IL):
- Summer inner city basketball camp – New York City, NY – 2 years
- Orlando ministry – activities/kids clubs located in Fairview Apartments in north Normal-2 years
- Hurricane Katrina work trip – Bay St. Louis, MS – Sept. 2005
- Volunteer Assistant Soccer Coach – Calvary Baptist Academy- 3 years
- Assisted in Joe Good's (District #6) county board campaign – 2004
- McLean County Young Republicans – Treasurer
- Active member in the McLean County Republican Party

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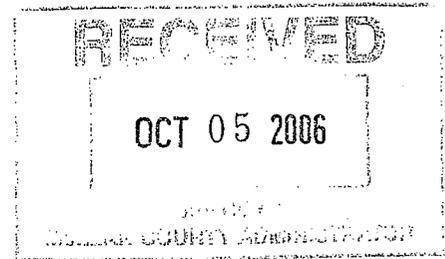
**References**

Benjamin Owens – current McLean County Board member	309-275-7162
David DeHaan – Integrity Mortgage Services, Inc. – office manager	309-662-7222
Wayne Good – Masterpanel, owner	309-275-7434
Joe Good – Kongskilde – shipping/receiving manager	309-862-1623
Matt Miller – Rally Appraisal, LLC – owner	563-343-6858

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John A. Butler  
211 Mays Drive  
Bloomington, IL 61701

Mike Sweeney, Chairman  
McLean County Board  
115 W. Washington Street  
Room 401  
Bloomington, IL 61702-2400



Dear Mr. Sweeney:

Enclosed is my resume as official application for the position of McLean County Board member to fill the remaining term of Sue Berglund.

Since moving to Illinois in 1970, I have lived in Streator, Danville, and now Bloomington. I have served various organizations and been involved in a variety of church leadership positions. This position on the McLean County Board will be a first in the arena of public service. It is a position that I look forward to filling. I believe that I bring a wide variety of experiences along with a curiosity about how things work that will be a benefit for the people in McLean County.

Thank you for this opportunity to be considered for this position. I look forward to serving with you in the near future.

Sincerely,

John A. Butler

# John A. Butler, CPA

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

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

**Experience** 2000 - Present Chesser Financial Bloomington, IL

**Registered Representative**

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

1998 – 2000 Advance Trading, Inc. Bloomington, IL

**Chief Financial / Compliance Officer**

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

1993 – 1997 Mervis Industries, Inc. Danville, IL

**Comptroller**

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

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

**Owner / Manager**

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

1971-1973 Tabor Grain Company Lostant, IL

**Trainee/ Assistant Manager/ Manager**

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

# John A. Butler, CPA

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

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## **Education**

1966 – 1970 Iowa State University Ames, IA

- B.S., Agricultural Business/Economic Analysis

1991 - 1992 University of Illinois Champaign, IL

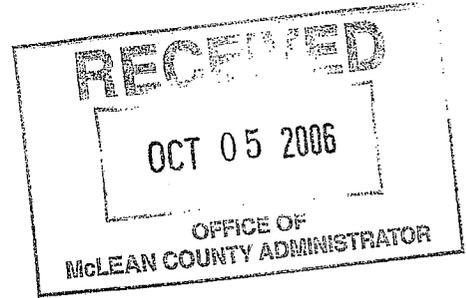
- Course work to qualify for the Certified Public Accounting Test – Passed

## **Interests**

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

October 6, 2006

**Mr. Michael Sweeney, Chairman  
McLean County Board  
Room 401, Government Center  
P.O. Box 2400  
Bloomington, IL 61702-2400**



**Dear Chairman Sweeney:**

**I wish to be considered a candidate for the existing vacancy in District #7. I reside at 1206 E. Jefferson Street which is within the District. A brief resume is included.**

**I really enjoy our community and all it has to offer. Serving on the County Board would provide me the opportunity to continue my active involvement as McLean County progresses and enhances its outstanding quality of life for present and future citizens. I believe my background in community activities prepares me to do a good job as one of the District 7 representatives.**

**Thank you for your consideration.**

**Richard Buchanan**

**Attachment: Resume**

**Contact Information:**

**1206 E Jefferson, Bloomington, IL 61701**

**Phone: 829-7214 or 824-0461**

**Email: richblm@insightbb.com**

## **RESUME'**

### **RICHARD BUCHANAN**

**> Born and raised in Clinton, Illinois**

**> Educated in Clinton schools; then BS in Business Management, Northern Illinois University and some graduate work in political science and computer science, NIU and Illinois State**

**> U. S. Army: Active duty, 7-62 through 1-63; remainder of six year obligation, 85th Training Division and 123rd Mechanized Infantry, Bloomington; rank at Honorable Discharge, Sargent, E-5**

**> Employment: GTE (now Verizon), various management and staff positions, 1963 - 1970; State Farm, management and staff positions in the data processing systems areas, 1970 - 2001; retired 1-2001; presently work part-time as a courier for Busey Bank in Bloomington**

**> Relevant civic and extra-curricular activities:**

**\* In 1967, "Loaned Executive" to McLean County Chamber of Commerce to research and complete extensive report on the planning processes utilized by units of local government with emphasis on McLean County, Town of Normal and City of Bloomington; it was this four month experience that peaked my interest in community development and local government**

**\* Councilman, Bloomington City Council, 1971 - 1977  
Council representative to Mclean County Regional  
Planning Commission, 1972 - 1974**

**\* Mayor, Bloomington, 1977 - 1985  
U. S. Conference of Mayors, 1978 - 1985; Vice-Chair,  
Urban Economics Committee, 1983 - 1985**

**Bloomington Liquor Commission, 1977 to present**

**\*McLean County Regional Planning Commission (appointed by the Bloomington-Normal Airport Authority), 1996 - 2004; Chairman, 1998 - 2003**

**\* St. Joseph Hospital Local Board, 1987 - 1989 and BroMenn Foundation Board (and other non-board involvement), 2003 - present**

**\* Bloomington Optimist Club, 1968 - present; President, 2006/2007**

**\* Grace Church, Normal, 1970 - present; member and currently Chair of Building Commission for the church**

**Wife, Judy, and I have been in Bloomington since 1966; have raised three children, Jennifer, 37 and Julie, 36 and Gary, 31; Judy is retired from two careers...one, that of lobbyist at the State level for various social service organizations, and the other in health care management at Carle. She now works on a volunteer basis for the Alzheimer's Association. We will reside in McLean County the rest of our lives.**

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

APPROVED:

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

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

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

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

**WHEREAS, the County of McLean has booking facilities: and**

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

**NOW THEREFORE, the parties hereto agree as follows:**

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

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

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

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

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

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

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

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

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

APPROVED:

\_\_\_\_\_  
Steve Stockton, Mayor  
City of Bloomington

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk  
City of Bloomington

Date: \_\_\_\_\_

\_\_\_\_\_  
Roger Aiken, Chief of Police  
City of Bloomington

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Michael Sweeney, Chairman  
McLean County Board

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of  
McLean County Board

Date: \_\_\_\_\_

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

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

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

**WHEREAS, the County of McLean has booking facilities: and**

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

**NOW THEREFORE, the parties hereto agree as follows:**

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

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

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

**4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

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

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

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

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

APPROVED:

APPROVED:

\_\_\_\_\_  
Chris Koos, Mayor  
Town of Normal

\_\_\_\_\_  
Michael Sweeney, Chairman of  
McLean County Board

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Wendellyn Briggs, Town Clerk of the  
Town of Normal

\_\_\_\_\_  
Peggy Ann Milton, County Clerk of  
McLean County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Kent Crutcher, Chief of Police  
Town of Normal

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

WHEREAS, the County of McLean has booking facilities; and

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

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

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

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

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

**APPROVED:**

**ILLINOIS STATE UNIVERSITY**

\_\_\_\_\_  
Stephen M. Bragg, Vice President  
for Finance and Planning

Date: \_\_\_\_\_

\_\_\_\_\_  
Ronald D. Swan, Chief of Police  
Illinois State University

Date: \_\_\_\_\_

**APPROVED:**

**COUNTY OF McLEAN**

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Peggy Ann Milton, County Clerk  
for McLean County

Date: \_\_\_\_\_

\_\_\_\_\_  
David G. Owens, Sheriff  
Of McLean County

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Lisa Husan, General Counsel  
Illinois State University

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

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

Date: \_\_\_\_\_

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

**McLEAN COUNTY JAIL EDUCATION PROGRAM**

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

**1. SCOPE OF PROGRAM:**

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

**A. Instruction for adults.**

**2. RESPONSIBILITIES OF ROE:**

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

**A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.**

**B. ROE will furnish all textbooks, reference books, and instructional materials for such program.**

**C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.**

**D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.**

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

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

3. **RESPONSIBILITIES OF JAIL:**

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

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

4. **INSURANCE AND BENEFITS:**

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

5. **RESOLUTION OF PROBLEMS:**

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

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

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

**7. DURATION OF AGREEMENT:**

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

**8. COMPENSATION:**

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

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

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

McLean County Sheriff's Department

By: \_\_\_\_\_ Date \_\_\_\_\_, David G. Owens, Sheriff

Regional Office of Education  
McLean and DeWitt Counties

By: \_\_\_\_\_ Date \_\_\_\_\_

McLean County Board:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Sweeney, Chairman

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

## Intergovernmental Agreement

### Law and Justice Commission, MTU #8

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

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

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

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

10) **TERMINATION.**

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

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

**COUNTY OF McLEAN**

**ATTEST:**

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the  
McLean County Board

Date \_\_\_\_\_

Date \_\_\_\_\_

**McLEAN COUNTY SHERIFF'S DEPARTMENT**

\_\_\_\_\_  
David Owens, Sheriff

Date \_\_\_\_\_

**McLEAN COUNTY - GRANT INFORMATION FORM**

**General Grant Information**

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

**Grant Costs Information**

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

**Responsible Personnel for Grant Reporting and Oversight:**

*Mike Emery* (Mike Emery) 9/27/06  
Department Head Signature Date

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

OVERSIGHT COMMITTEE APPROVAL	
_____	_____
Chairman	Date

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program

**AGREEMENT NUMBER:** 602371

**PREVIOUS AGREEMENT NUMBER(S):** 602171

**ESTIMATED START DATE:** September 1, 2006

**SOURCES OF PROGRAM FUNDING:**

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

*Matching Funds* \$45,555.00

*Over-Matching Funds* 8,911.00

**Total:** \$191,131.00

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

**ADDRESS:** 104 W. Front Street  
Bloomington, IL 61702

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

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

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

**PROGRAM AGENCY:** McLean County Sheriff's Office

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

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

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

**PROGRAM CONTACT PERSON:** Mike Emery  
**TITLE:** Sheriff  
**TELEPHONE:** 309-888-5034  
**FAX:** 309-888-5429  
**E-MAIL:** Mike.emery@mcleancountyil.gov

INTERAGENCY AGREEMENT

**Violence Against Women Act of 1994 Programs**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Sheriff's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

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

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

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

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

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

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

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

### **SECTION 1. DEFINITIONS**

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

### **SECTION 2. ELIGIBILITY FOR FUNDING**

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

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

### **SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED**

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

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

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

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

#### **SECTION 4. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

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

#### **SECTION 6. PAYMENT**

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

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

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

#### **SECTION 7. MATCH**

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

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

#### **SECTION 8. OBLIGATIONAL LIMITATION**

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

#### **SECTION 9. NON-SUPPLANTATION**

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

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

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

**SECTION 11. PROGRAM INCOME**

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

**SECTION 12. MAINTENANCE OF RECORDS**

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

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

#### **SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

#### **SECTION 16. INSPECTION AND AUDIT**

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

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

and local law enforcement officials.

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

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

## SECTION 17. CLOSE-OUT REQUIREMENTS

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

## SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

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

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

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

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

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

## **SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

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

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

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

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

## **SECTION 20. IMPLEMENTING AGENCY COMPLIANCE**

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

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

Agency regulations (40 CFR Chapter 1).

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

## **SECTION 21. NONDISCRIMINATION**

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

## SECTION 22. CONFIDENTIALITY OF INFORMATION

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

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

### **SECTION 23. ASSIGNMENT**

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

### **SECTION 24. SUBCONTRACTING**

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

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

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

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

### **SECTION 25. INDEPENDENT CONTRACTOR**

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

### **SECTION 26. EXHIBITS, AMENDMENTS**

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

**SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

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

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

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

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

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

**SECTION 29. CERTIFICATION REGARDING LOBBYING.**

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

**SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

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

## SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

conviction.

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

### **SECTION 32. STATEMENTS, PRESS RELEASES, ETC.**

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

### **SECTION 33. COPYRIGHTS, PATENTS**

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

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

### **SECTION 34. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

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

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

### SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

**Name:** McLean County

**Taxpayer Identification Number:**

Employer Identification Number 37-6001569

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

#### Legal Status:

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/>	Government Entity
<input type="checkbox"/> Owner of Sole Proprietorship	<input type="checkbox"/>	Nonresident alien individual
<input type="checkbox"/> Partnership	<input type="checkbox"/>	Estate or legal trust
<input type="checkbox"/> Tax-exempt hospital or extended care facility	<input type="checkbox"/>	Foreign corporation, partnership, estate, or trust
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services		

### SECTION 36. FEDERAL GRANT INFORMATION

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

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

#### **SECTION 37. DISPOSITION REPORTING**

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

#### **SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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

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

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

#### **SECTION 40. INTEGRATION**

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

#### **SECTION 41. SEVERABILITY**

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

#### **SECTION 42. CONFIDENTIALITY REQUIREMENTS**

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

#### **SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS**

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

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

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

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

#### **SECTION 43.1 SPECIAL CONDITIONS**

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

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

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

## PROPOSAL NARRATIVE

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

### PART I: DESCRIPTION OF PARTNERSHIP

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

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

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

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, statements from medical providers, excited utterances, and photographs, video-and- audio taped statements, along with independent witnesses in attempting to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our responses to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

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

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

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

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

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

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

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

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

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

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

## **PART II. DESCRIPTION OF JURISDICTION**

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

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

## **PART III: PROBLEM STATEMENT**

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

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

- Continuation of Intergenerational cycle of abuse within our community.

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

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

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

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

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

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

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

■Holding the offender accountable for their actions

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

■Victims that are hostile to the prosecution process.

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

■Lack of community awareness or education.

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

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

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

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

in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

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

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

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of protection from 2003-2005 reflect ONLY victims who were made Countering Domestic Violence clients. Because of the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services- unless their identified partner is already a client. This is a new procedure that took affect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

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

**PART IV: REVIEW OF GOALS AND OBJECTIVES**

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

**Goal 1: Build the multidisciplinary team**

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

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

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

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

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

**Goal 4: Improve jurisdictional response to victims of domestic violence**

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

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

### PART V: REVIEW OF PROGRESS

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

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

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

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

What barriers or obstacles to implementation has the MDT encountered?

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

How will you address these barriers?

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

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

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

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

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

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

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

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

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

What trainings do the MDT members still need?

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

## PART VI: GOALS AND OBJECTIVES

### Goal 1: Improve communication between Multi-Disciplinary Team partners

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

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

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

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

## PART VII: PROGRAM STRATEGY

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

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

## PART VIII: IMPLEMENTATION SCHEDULE

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

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

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

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

**Implementing Agency: McLean County Sheriff's Department  
Agreement #: 602371**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	Violence Against Women Act FFY02	\$136,665.00
		\$136,665.00
<b>Match:</b>	McLean County Sheriff's Department	\$45,555.00
		\$45,555.00
<b>Over Match:</b>	McLean County Sheriff's Department	\$8,911.00
		\$191,131.00
	<b>GRAND TOTAL</b>	<b>\$191,131.00</b>

**McLEAN COUNTY - GRANT INFORMATION FORM**

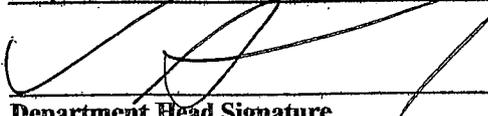
**General Grant Information**

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

**Grant Costs Information**

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

**Responsible Personnel for Grant Reporting and Oversight:**

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

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

OVERSIGHT COMMITTEE APPROVAL	
_____	_____
Chairman	Date

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program

**AGREEMENT NUMBER:** 603170

**PREVIOUS AGREEMENT NUMBER(S):** 602170

**ESTIMATED START DATE:** September 1, 2006

**SOURCES OF PROGRAM FUNDING:**

*FUND FFY 03 VAWA Funds* \$ 95,482.00

*Matching Funds* \$ 31,827.00

*Over-Matching Funds* \$ 14,290.00

**Total:** \$ 141,599.00

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

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

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569

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

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

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

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

**PROGRAM DIRECTOR:** William A. Yoder  
**TITLE:** McLean County State's Attorney  
**TELEPHONE:** 309-888-5402  
**E-MAIL:** [bill.yoder@mcleancountyil.gov](mailto:bill.yoder@mcleancountyil.gov)

**FISCAL CONTACT PERSON:** William A. Yoder  
**AGENCY:** McLean County State's Attorney's Office  
**TITLE:** State's Attorney of McLean County  
**TELEPHONE:** 309-888-5402  
**FAX:** 309-888-5429  
**E-MAIL:** [Bill.yoder@mcleancountyil.gov](mailto:Bill.yoder@mcleancountyil.gov)

**PROGRAM CONTACT PERSON:** William A. Yoder  
**TITLE:** McLean County State's Attorney  
**TELEPHONE:** 309-888-5402  
**FAX:** 309-888-5429  
**E-MAIL:** [Bill.yoder@mcleancountyil.gov](mailto:Bill.yoder@mcleancountyil.gov)

INTERAGENCY AGREEMENT

**Violence Against Women Act of 1994 Programs**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County State's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61704, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

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

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

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

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

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

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

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

### SECTION 1. DEFINITIONS

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

### SECTION 2. FUNDING ELIGIBILITY REQUIREMENTS

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

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

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

### SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

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

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

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Federal and State Grants Unit

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

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

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

#### **SECTION 4. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

#### **SECTION 5. PROGRAM DESCRIPTION AND BUDGET**

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

#### **SECTION 6. PAYMENT**

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

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

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

#### **SECTION 7. MATCH**

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

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

#### **SECTION 8 OBLIGATIONAL LIMITATION**

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

#### **SECTION 9. NON-SUPPLANTATION**

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

#### **SECTION 10. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

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

#### **SECTION 11. PROGRAM INCOME**

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

#### **SECTION 12. MAINTENANCE OF RECORDS**

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

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

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

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

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

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

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

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

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

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

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

#### **SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

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

#### **SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

#### **SECTION 16. INSPECTION AND AUDIT**

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

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

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

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

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

#### **SECTION 17. CLOSE-OUT REQUIREMENTS**

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

#### **SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

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

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

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

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

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

#### **SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

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

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

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

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

#### **SECTION 20. IMPLEMENTING AGENCY COMPLIANCE**

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

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

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

**SECTION 21. NONDISCRIMINATION**

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

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**SECTION 22. CONFIDENTIALITY OF INFORMATION**

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

**SECTION 23. ASSIGNMENT**

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

**SECTION 24. SUBCONTRACTING**

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

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

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

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

**SECTION 25. INDEPENDENT CONTRACTOR**

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

**SECTION 26. EXHIBITS, AMENDMENTS**

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

**SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2003 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

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

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

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

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

**SECTION 29. CERTIFICATION REGARDING LOBBYING.**

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

### SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

### SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

(a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance program; and
- (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 32. STATEMENTS, PRESS RELEASES, ETC.**

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

### **SECTION 33. COPYRIGHTS, PATENTS**

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

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

### **SECTION 34. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2003-WF-BX-0183, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

#### SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

**Name:** County of McLean

**Taxpayer Identification Number:**

Employer Identification Number 37-6001569

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

**Legal Status:**

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/>	Government Entity
<input type="checkbox"/> Owner of Sole Proprietorship	<input type="checkbox"/>	Nonresident alien individual
<input type="checkbox"/> Partnership	<input type="checkbox"/>	Estate or legal trust
<input type="checkbox"/> Tax-exempt hospital or extended care facility	<input type="checkbox"/>	Foreign corporation, partnership, estate, or trust
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____
<input type="checkbox"/> Corporation NOT providing or billing		

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medical and/or health care services

#### **SECTION 36. FEDERAL GRANT INFORMATION**

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

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman formula Grants Program (2003-WF-BX-0183)
- Grant Award Year: Federal Fiscal Year 2003

#### **SECTION 37. DISPOSITION REPORTING**

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

#### **SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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

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

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

#### **SECTION 40. INTEGRATION**

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

#### **SECTION 41. SEVERABILITY**

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Federal and State Grants Unit

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

#### **SECTION 42. CONFIDENTIALITY REQUIREMENTS**

The Office on Violence Against Women may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### **SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS**

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

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

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

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

#### **SECTION 43.1 SPECIAL CONDITIONS**

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

No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #603170, 604174, 602371, 605172, 602473) including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including (*McLean County State's Attorney's Office, McLean County Court Services, McLean County Sheriff's Department, Mid Central Community Action Inc, Bloomington Police Department.*) are received by the Authority.

1. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no

later than 6 months after the start date of this agreement.

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

## PROPOSAL NARRATIVE

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

### PART I: DESCRIPTION OF PARTNERSHIP

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

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

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

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, statements from medical providers, excited utterances, and photographs, video-and-audio taped statements, along with independent witnesses in attempting to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our responses to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

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

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

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

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

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

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

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

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

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

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

## **PART II. DESCRIPTION OF JURISDICTION**

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

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

## **PART III: PROBLEM STATEMENT**

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

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

- Continuation of Intergenerational cycle of abuse within our community.

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

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

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

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

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

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

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

■Holding the offender accountable for their actions

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

■Victims that are hostile to the prosecution process.

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

■Lack of community awareness or education.

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

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

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

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

in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

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

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

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of protection from 2003-2005 reflect ONLY victims who were made Countering Domestic Violence clients. Because of the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services- unless their identified partner is already a client. This is a new procedure that took affect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

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

**PART IV: REVIEW OF GOALS AND OBJECTIVES**

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

**Goal 1: Build the multidisciplinary team**

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

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

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

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

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

**Goal 4: Improve jurisdictional response to victims of domestic violence**

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

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

## PART V: REVIEW OF PROGRESS

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

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

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

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

What barriers or obstacles to implementation has the MDT encountered?

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

How will you address these barriers?

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

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

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

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

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

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

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

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

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

What trainings do the MDT members still need?

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

### PART VI: GOALS AND OBJECTIVES

**Goal 1:** Improve communication between Multi-Disciplinary Team partners

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

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

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

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

## PART VII: PROGRAM STRATEGY

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

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

## PARTVIII: IMPLEMENTATION SCHEDULE

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

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

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

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

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

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
County Clerk

STATE'S ATTORNEYS APPELLATE PROSECUTOR



NORBERT J. GOETTEN  
DIRECTOR

PATRICK DELFINO  
ASSISTANT DIRECTOR

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

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

PAUL A. LOGLI  
CHAIRMAN

September 22, 2006

RECEIVED

SEP 22 2006

STATES ATTORNEY'S OFFICE  
MCLEAN COUNTY

DEPUTY DIRECTORS

SECOND DISTRICT:  
MARTIN P. MOLTZ

THIRD DISTRICT:  
LAWRENCE M. BAUER

FOURTH DISTRICT:  
ROBERT J. BIDERMAN

FIFTH DISTRICT:  
STEPHEN E. NORRIS

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

BOARD OF GOVERNORS

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

SECOND DISTRICT:  
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STATE'S ATTORNEY  
WINNEBAGO COUNTY

JOSEPH E. BIRKETT  
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DUPAGE COUNTY

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JOSEPH P. HETTEL  
STATE'S ATTORNEY  
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LIVINGSTON COUNTY

JOHN SCHMIDT  
STATE'S ATTORNEY  
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JERRY HOOKER  
STATE'S ATTORNEY  
BROWN COUNTY

FIFTH DISTRICT:  
GARY DUNCAN  
STATE'S ATTORNEY  
JEFFERSON COUNTY

ROBERT HAIDA  
STATE'S ATTORNEY  
ST. CLAIR COUNTY

COPY

Dear State's Attorney Yoder:

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

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

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

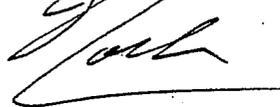
In addition, Public Act 92-0683 allows attorneys employed by our Agency to assist State's Attorneys, upon request, with trial level prosecution. The law also allows our attorneys to act as Special Prosecutors if duly appointed to do so by the Court; therefore, if a conflict of interest arises in your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

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

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

**COPY**

Very truly yours,



Norbert J. Goetten  
Director

NJG:slk  
enclosure

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

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

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

**I. ASSESSMENT**

A. Drug Court Services.

As part of its assessment process, Chestnut shall

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

**II. Treatment**

As part of its treatment services, Chestnut shall:

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

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

### **III. CASE MANAGEMENT**

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

### **IV. EVALUATION**

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

### **V. Staffing**

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

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

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

## VI. Compensation

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

## VII. RECORDS

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

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

## **VIII. CONFIDENTIALITY**

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

## **IX. TERM**

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

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

**X. REQUIRED CERTIFICATIONS**

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

- A. **Bribery** -The Provider certifies that a Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** -The Provider certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** -The Provider certifies that it is not barred from receiving state agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** -The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 (50 U.S.C. 2401 et seq.), or the regulations of the U.S. Court Services of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

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

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

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

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

## **XI. DISCRIMINATION**

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

## **XII PUBLICATION RIGHTS**

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

## **XIII. DRUG FREE WORKPLACE**

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

## **XIV. LIABILITY**

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

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

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

**XV. CONTRACTS**

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

**XVI. NOTICE OF CHANGE IN CIRCUMSTANCES**

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

**XVII. SIGNATURES**

APPROVED:

APPROVED:

By:

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

By:

\_\_\_\_\_  
Chief Operating Officer  
Chestnut Health Systems

ATTEST:

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

## BUDGET

### Proposed Budget for up six Drug Court Clients, treated at Chestnut Facility.

Personnel	Salary	Fringe	Total
.75 FTE Coordinator	\$33,750	\$ 9,450	\$43,200
Medical Records Clerk (\$10.50 hr./ hrs. wk.)	\$ 0	\$ 0	\$ 0
.5 FTE Support Staff (\$9.50 hr./ hrs. wk.)	\$ 0	\$ 0	\$ 0
<u>Physician</u> (\$140.00 hr./hrs. per wk.)	\$ 0	0	0
<b>Total</b>			<b>\$43,200</b>

### Administrative Expenses

Insurance, printing, travel/continuing ed., Phone/pager	\$ 0
Computer Support (\$50.00 per mth.)	\$ 0
Acctg./Financial (\$325 per mth.)	\$ 0
Management (\$350 per mth.)	\$ 0
<b>Total</b>	<b>\$ 0</b>

**Revenue (3% of Admin. And Personnel Costs)** \$ 0

**Total Annual Budget** **\$ 43,200**

### Estimated Monthly Payment

Personnel Monthly Costs =	(\$43,200/12)	\$ 3,600
Administrative Monthly Costs =	(\$0)	\$ 0
<b>Total Estimated Monthly Charge</b>		<b>\$ 3,600</b>

**ESTIMATED MCLEAN COUNTY  
DRUG COURT BUDGET**

**Proposed Budget for up to 40 Drug Court Clients, treated at McLean County Facility using County equipment, including computers.**

<b>Personnel</b>	<b>Salary</b>	<b>Fringe</b>	<b>Total</b>
.75 FTE Coordinator	\$33,750	\$ 9,450	\$43,200
Counselor 1	\$35,000	\$ 9,800	\$44,800
Counselor 2	\$33,000	\$ 9,240	\$42,240
Medical Records Clerk (\$10.50 hr./5 hrs. wk.)	\$ 2,730	\$ 765	\$ 3,495
.5 FTE Support Staff (\$9.50 hr./20 hrs. wk.)	\$ 9,880	\$ 2,766	\$12,646
<u>Physician</u> (\$140.00 hr./75 hrs. per wk.)	\$ 5,460		\$ 5,460
<b>Total</b>			<b>\$ 151,841</b>

**Administrative Expenses**

Insurance, printing, travel/continuing ed., Phone/pager	\$ 2,000
Computer Support (\$50.00 per mth.)	\$ 600
Acctg./Financial (\$325 per mth.)	\$ 3,900
Management (\$350 per mth.)	\$ 4,200
<b>Total</b>	<b>\$ 10,700</b>

**Revenue (3% of Admin. And Personnel Costs) \$ 4,876**

**Total Annual Budget \$167,417**

**Estimated Monthly Payment**

Personnel Monthly Costs =	(\$151,841/12)	\$ 12,654
Administrative Monthly Costs =	(\$15,576/12)	\$ 1,298

**Total Estimated Monthly Charge \$13,952**

**This estimate does not include cost for evaluation services from Chestnut's Lighthouse Institute.**



## COURT SERVICES

Roxanne K. Castleman, Director

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

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

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb

Date: September 19, 2006

RE: Drug Court Contact with Chestnut Health Systems

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

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

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

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

**McLEAN COUNTY – GRANT INFORMATION FORM**

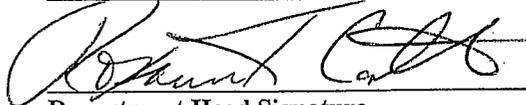
**General Grant Information**

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

**Grant Costs Information**

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

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

<b>OVERSIGHT COMMITTEE APPROVAL</b>	
_____	_____
Chairman	Date

**PROGRAM TITLE:** Domestic Violence Multi-Disciplinary Team Program  
**AGREEMENT NUMBER:** 604174  
**PREVIOUS AGREEMENT NUMBER(S):** 602174  
**ESTIMATED START DATE:** September 1, 2006  
**SOURCES OF PROGRAM FUNDING:**  
*FUND FFY 04 VAWA Funds:* \$ 65,462.00  
*Matching Funds:* \$ 21,821.00  
*Over-Matching Funds:* \$ 18,103.00  
**Total:** \$ 105,386.00

**IMPLEMENTING AGENCY:** McLean County on behalf of McLean County Court Services  
**ADDRESS:** 104 W. Front Street Room 103  
Bloomington, IL 61702  
**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 37-6001569  
**AUTHORIZED OFFICIAL:** Michael Sweeney  
**TITLE:** McLean County Board Chairman  
**TELEPHONE:** 309-888-5110  
**PROGRAM FINANCIAL OFFICER:** Rebecca McNeil  
**TITLE:** McLean County Treasurer  
**TELEPHONE:** 309-888-5180

**PROGRAM AGENCY:** McLean County Court Services  
**ADDRESS:** 104 W. Front Street Room 103  
Box 2400, Room 103  
Bloomington, IL 61702  
**PROGRAM DIRECTOR:** Roxanne K. Castleman  
**TITLE:** Director  
**TELEPHONE:** 309-888-5361  
**E-MAIL:** Roxanne.castleman@mcleancountyil.gov

**FISCAL CONTACT PERSON:** Roxanne K. Castleman  
**AGENCY:** McLean County Court Services  
**TITLE:** Director  
**TELEPHONE:** 309-888-5361  
**FAX:** 309-888-5434  
**E-MAIL:** Roxanne.castleman@mcleancountyil.gov

**PROGRAM CONTACT PERSON:** Dallas Lyle  
**TITLE:** Deputy Director  
**TELEPHONE:** 309-888-5360  
**FAX:** 309-888-5434  
**E-MAIL:** Dallas.lyle@mcleancountyil.gov

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, P.O. Box 103, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

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

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

**WHEREAS**, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2004:

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

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

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

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

### SECTION 1. DEFINITIONS

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

### SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

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

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

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

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

### SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

#### **SECTION 4. PAYMENT**

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

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

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

#### **SECTION 5. MATCH**

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

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

#### **SECTION 6. NON-SUPPLANTATION**

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

#### **SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS**

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

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

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

#### **SECTION 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS**

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

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

#### **SECTION 9. OBLIGATIONAL LIMITATION**

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

#### **SECTION 10. PROGRAM INCOME**

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

#### **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

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

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

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

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

## **SECTION 12. MAINTENANCE OF RECORDS**

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

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

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

## **SECTION 13. CLOSE-OUT REQUIREMENTS**

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

## **SECTION 14. INSPECTION AND AUDIT**

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

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

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

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

#### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS**

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

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

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

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

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

guidelines.

#### **SECTION 16. SUBCONTRACTING**

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

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

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

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

#### **SECTION 17. ASSIGNMENT**

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

#### **SECTION 18. INDEPENDENT CONTRACTOR**

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

#### **SECTION 19. EQUIPMENT AND COMMODITY REQUIREMENTS**

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

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

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

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

## SECTION 20. CONFLICTS OF INTEREST

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

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

## SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

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

- Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2004 Application and Program Guidelines.
- Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part

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

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.

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

## **SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

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

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

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

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

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

## **SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION**

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

Preservation Act (NHPA).

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

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

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

#### **SECTION 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION**

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

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

#### **SECTION 25. CIVIL RIGHTS COMPLIANCE CERTIFICATION**

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

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

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

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

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

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

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

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

#### **SECTION 26. CONFIDENTIALITY OF INFORMATION**

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

1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Office on Violence Against Women may issue additional confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### **SECTION 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION**

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

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

#### **SECTION 28. LOBBYING CERTIFICATION**

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

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

#### **SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

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

#### **SECTION 30. DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

**SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

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

**SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

**SECTION 33. DISPOSITION REPORTING CERTIFICATION**

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

**SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION**

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

**SECTION 35. COPYRIGHTS, PATENTS**

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

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

**SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

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

**SECTION 37. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2004-WF-AX-0008, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

### SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: McLean County

Taxpayer Identification Number:

Employer Identification Number 37-6001569

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

Legal Status:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit

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

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

### SECTION 39. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grant Program (2004-WF-AX-0008)
- Grant Award Year: Federal Fiscal Year 2004

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

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

### SECTION 41. INTEGRATION

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

### SECTION 42. SEVERABILITY

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

#### SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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

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

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

#### SECTION 43.1 SPECIAL CONDITIONS

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

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #604174, 603170, 602371, 605172, 602473), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including ( *McLean County Court Services, McLean County States Attorney's Office, McLean County Sheriff's Department, Mid Central Community Action Inc., Bloomington Police Department* ) are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (604174, 603170, 602371, 605172, 602473) shall meet regarding domestic violence

case statuses.

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

## PROPOSAL NARRATIVE

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

### PART I: DESCRIPTION OF PARTNERSHIP

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

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

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

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, statements from medical providers, excited utterances, and photographs, video-and- audio taped statements, along with independent witnesses in attempting to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our responses to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

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

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

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

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

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

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

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

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

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

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

## **PART II. DESCRIPTION OF JURISDICTION**

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

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

## **PART III: PROBLEM STATEMENT**

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

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

- Continuation of Intergenerational cycle of abuse within our community.

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

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

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

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

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

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

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

■Holding the offender accountable for their actions

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

■Victims that are hostile to the prosecution process.

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

■Lack of community awareness or education.

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

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

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

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

in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <http://www.isp.state.il.us/>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

**2001-2003**

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

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

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of protection from 2003-2005 reflect ONLY victims who were made Countering Domestic Violence clients. Because of the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services- unless their identified partner is already a client. This is a new procedure that took affect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

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

**PART IV: REVIEW OF GOALS AND OBJECTIVES**

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

**Goal 1: Build the multidisciplinary team**

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

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

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

**Goal 3: Improve communication between Multi-Disciplinary Team partners**

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

**Goal 4: Improve jurisdictional response to victims of domestic violence**

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

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

## PART V: REVIEW OF PROGRESS

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

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

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

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

What barriers or obstacles to implementation has the MDT encountered?

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

How will you address these barriers?

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

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

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

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

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

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

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

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

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

What trainings do the MDT members still need?

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

## PART VI: GOALS AND OBJECTIVES

### Goal 1: Improve communication between Multi-Disciplinary Team partners

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

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

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

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

## PART VII: PROGRAM STRATEGY

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

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

## PARTVIII: IMPLEMENTATION SCHEDULE

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

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

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

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

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

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

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund: General 0001		Department: Information Services 0043		Pages: 150 -- 154	
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 147,505	\$ 152,366	\$ 153,310	\$ 944	0.62%
Salaries	\$ 804,946	\$ 847,380	\$ 925,277	\$ 77,897	9.19%
Fringe Benefits	\$ 42,750	\$ 45,000	\$ 49,600	\$ 4,600	10.22%
Materials & Supplies	\$ 39,450	\$ 39,330	\$ 42,630	\$ 3,300	8.39%
Contractual	\$ 740,500	\$ 950,290	\$ 641,064	\$ (309,226)	-32.54%
Capital Outlay	\$ 193,600	\$ 207,600	\$ 382,500	\$ 174,900	84.25%
Other	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	<b>\$ 1,821,246</b>	<b>\$ 2,089,600</b>	<b>\$ 2,041,071</b>	<b>\$ (48,529)</b>	<b>-2.32%</b>

Please see attached highlights of the Recommended Budget.

McLean County  
Fiscal Year 2007 Recommended Budget

Fund: General 0001 Department: Information Services 0043

Highlights of the Recommended Budget:

REVENUE

450.0011 Transfer from Other Funds: This revenue line item account has increased from \$149,366 in the FY'2006 Adopted Budget to \$150,310 in the FY'2007 Recommended Budget. The revenue generated by Information Services is transferred from the following Special Revenue Funds outside of the General Fund:

From the County Highway Department Fund 0120 -	\$17,000.00 (For GIS Specialist)
From the Recorder's Document Storage Fund 0137 -	\$32,889.00 (For GIS Specialist)
From the Circuit Clerk's Court Automation Fund 0140 -	\$75,421.00 (For E* Justice Support)
From the County Collector's Automation Fund 0168 -	<u>\$25,000.00</u>
Total:	\$150,310.00

EXPENDITURES

Personnel:

The FY'2007 Recommended Budget includes the following recommended increase in the FTE Staffing level:

1.0 FTE Geographic Information Systems Technician

This position will increase the County's capabilities in Geographic Information Systems (the "GIS"). Working with the Geographic Information Systems Coordinator and the Geographic Information Systems Technician in the Supervisor of

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Assessments Office, this position will maintain and update the cadastral layer of the GIS, assist with the implementation of Bulletin 810 and provide technical assistance to County offices and departments using the GIS.

Materials and Supplies:

621.0001 Non-Major Equipment: This line item account has increased from \$2000 in the FY'2006 Adopted Budget to \$5500 in the FY'2007 Recommended Budget. This increase is for the purchase of 8 Blackberry devices, a small shredder requested by the Department's Security Officer, and 2 oversize monitors. The Blackberry devices would be used as part of a "beta-test" with certain County offices that have personnel working in the field on a daily basis.

Contractual Services:

All of the Contractual line item accounts have been budgeted at the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

706.0001 Contract Services: This line item account has decreased from \$681,500 in the FY'2006 Adopted Budget to \$355,000 in the FY'2007 Recommended Budget. This line item account includes the following expenditures: \$200,000 for IJIS Work; \$30,000 for Phase II and III of Dietrich Lockard VOIP study; \$7000 for the annual maintenance expense for Geographic Information System (GIS); \$70,000 annual expense for DevNet Property Tax software; \$7000 annual expense for Network Guardian; and \$40,000 for miscellaneous Contract expenses.

718.0001 Schooling & Conferences: This line item account has increased from \$30,000 in the FY'2006 Adopted Budget to \$35,000 in the FY'2007 Recommended Budget. This increase is for the following training for staff in the Department: Administrative Conferences - \$7000 (E\* Justice, State Government Digital Conference, Meetings with Criminal Justice Information Authority, DevNet and New World User Groups); Cisco and VOIP training - \$10,000; Visual Dot Net – Microsoft Programming - \$8000; Office Product training offered to County offices and departments - \$5000; Security (SANS) Conference - \$5000.

750.0004 Software License Agreements: This line item account has increased from \$165,000 in the FY'2006 Adopted Budget to \$166,000 in the FY'2007 Recommended Budget. This line item account includes the following software license agreements: Antivirus Software; New World Financial Systems; Patchlink Maintenance; ORACLE software; Cirone

PamsPro

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software; Intrusion Prevention for E-Mail filtering; Automated Citation Software; TrackIt Asset Inventory software; GoToMyPC software; AS400 software; and Blackberry software.

795.0003 Telephone Service: This line item account has increased from \$18,240 in the FY'2006 Adopted Budget to \$39,500 in the FY'2007 Recommended Budget. This increase includes the standard monthly telephone expense, an additional \$1800 of Blackberry service for the department, and a one-time expense of \$20,000 to cover the costs of relocating telephone lines as part of the Law and Justice Center remodel project.

Capital Outlay:

832.0001 Purchase of Furnishings/Office Equipment: This line item account includes funding for the following capital equipment: Software Library Cabinet - \$3500; 2 high back chairs with lumbar support - \$3900.

832.0002 Lease/Purchase - Office Equipment: This line item account includes funding for the following capital equipment: the principal amount of the lease/purchase expense for the digital copier.

833.0002 Purchase Computer Equipment: This line item account includes funding for the following capital equipment purchases: computer workstations; wireless laptop computers - \$80,000; 8 VOIP switches - \$32,000; replacement of Mobile Data Computers - \$25,000; server for Blackberry enterprise - \$3000; and data projectors and printers for County offices - \$13,000.

850.0001 Capitalized Assets: This line item account includes funding for the following capital equipment: Purchase of one Storage Area Network device - \$50,000; Purchase of new IBM AS/400 - \$60,000; E-Mail Archiving Solution - \$50,000; ORACLE Dataguard initiative - \$60,000.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	General 0001	Department:	County Administrator 0002	Pages: 8 -- 10	
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ -	\$ -	\$ -	\$ -	N/A
Salaries	\$ 279,480	\$ 299,243	\$ 313,032	\$ 13,789	4.61%
Fringe Benefits	\$ 10,830	\$ 11,400	\$ 11,780	\$ 380	3.33%
Materials & Supplies	\$ 27,300	\$ 28,200	\$ 30,700	\$ 2,500	8.87%
Contractual	\$ 98,990	\$ 99,096	\$ 103,396	\$ 4,300	4.34%
Capital Outlay	\$ 1,890	\$ 2,145	\$ 2,145	\$ -	0.00%
Other	\$ -	\$ -	\$ -	\$ -	
<b>TOTAL:</b>	\$ 418,490	\$ 440,084	\$ 461,053	\$ 20,969	4.76%

Please see attached highlights of the Recommended Budget.

McLean County  
Fiscal Year 2007 Recommended Budget

Fund: General 0001 Department: County Administrator's Office 0002

Highlights of the Recommended Budget

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2007 Recommended Budget.

Materials and Supplies:

All Materials and Supplies line item accounts in the FY'2007 Recommended Budget have been budgeted at the same level or less as in the FY'2006 Adopted Budget with the following exception:

628.0001 Copy/Microfilm Expenses: This line item account has increased from \$21,500 in the FY'2006 Adopted Budget to \$24,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenses as of the date the Recommended Budget was prepared.

Contractual Services:

All Contractual line item accounts in the FY'2007 Recommended Budget have been budgeted at the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

701.0001 Advertising/Legal Notices: This line item account has decreased from \$3500 in the FY'2006 Adopted Budget to \$2500 in the FY'2007 Recommended Budget. This decrease is based on a review of last year's actual expenses. In addition to the required Legal Notices that the Board publishes during the year, this line item also includes the

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advertisements for job openings within County offices and departments in the General Fund.

715.0001 Dues and Memberships: This line item account has increased from \$2000 in the FY'2006 Adopted Budget to \$2500 in the FY'2007 Recommended Budget. This increase is based on the actual membership renewals for the professional staff in the office (Government Finance Officers' Association, Illinois City/County Managers' Association, Bloomington-Normal Human Resources Council, National Public Employers' Labor Association).

718.0001 Schooling & Conferences: This line item account has increased from \$2000 in the FY'2006 Adopted Budget to \$3000 in the FY'2007 Recommended Budget. This increase is based on a review of the year-to-date expenses as of the date the Recommended Budget was prepared. The increase also reflects the 2007 Conference locations for professional associations.

719.0011 Insurance Appraisal: This line item account has increased from \$2000 in the FY'2006 Adopted Budget to \$3000 in the FY'2007 Recommended Budget. This increase is based on the projected increase in the annual fee for the Insurance Appraisal of County properties. The fee has not been increased in the last 10 years.

784.0001 Auditing/Accounting: This line item account has increased from \$82,000 in the FY'2006 Adopted Budget to \$85,000 in the FY'2007 Recommended Budget. This increase is based on the contract awarded to the County's outside auditor for the County's outside audit of FY'2006 and includes the separate audit of the Circuit Clerk's Office that is required under Illinois law.

Capital Outlay:

832.0002 Lease/Purchase Office Equipment: This line item account includes funding for the lease/purchase cost for the digital copier in the County Board - County Administrator Office.