

**Proceedings
of the
County Board
of
McLean County,
Illinois**

May 15, 2001



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May 15, 2001

The McLean County Board met on Tuesday, May 15, 2001 at 9:00 a.m. in Room 700 of the Law and Justice Center, 104 W. Front Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Sorensen and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Bill Emmett, George Gordon, Stan Hoselton, Susie Johnson, Adam Kinzinger, Robert Nuckolls, Benjamin Owens, Tari Renner, Ray Rodman, Eugene Salch, David Selzer, Joseph Sommer, Matt Sorensen, Robert Arnold, Sue Berglund, Diane Bostic, and Michael Sweeney.

The following Members were absent:

Jack Pokorney, Paul Segobiano, and Duffy Bass.

Proceedings of April Meeting:

The Proceedings of the April 17, 2001 meeting had been submitted to each Member of the County Board prior to this meeting. Members Renner/Nuckolls moved the County Board approve the Minutes as submitted. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Consent Agenda:

Chairman Sweeney questioned if there were items any Member would like removed. No requests were made at this time.

The Consent Agenda read as follows:

7. CONSENT AGENDA:

A. County Highway Department – Jack Mitchell, County Engineer

PETITIONS:

1. Bridge Petition - Arrowsmith Road District

PERMITS:

1. Request Approval of Fellowship of Christian Farmers International Bicycle Permit

B. Building & Zoning - Charles Wunder, Director

Zoning Cases:

- a) Grant the application of Marvin C. Thompson in case 01-10-S. He is requesting a special use to allow a single family residence in the Agricultural District on land undesirable for agricultural uses on a 32 acre property which is located in Lexington Township immediately north of Road 2025N approximately 5/8 mile east of Road 2900E.

C. Transfer Ordinances

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

Executive Committee

- a) Request for Approval to Purchase Personal Computers Under Western States Contract Alliance – Information Services
- b) Resolution of McLean County Board Proclaiming Thursday, May 24, 2001 as YWCA Women of Distinction Day in McLean County

Property Committee

- a) Request for Approval of a Resolution Naming Certain County Buildings located in Bloomington, Illinois

E. Chairman's Appointments with the Advice and Consent of the County Board:

a)

REAPPOINTMENTS:

Carlock Fire Protection District

Mr. David Kinzinger
Rural Route 8, Box 82
Normal, Illinois 61761
Reappointed to a Three Year Term to
Expire on April 30, 2004

Chenoa Fire Protection District

Mr. Joel Vercler
Rural Route 1, Box 192
Chenoa, Illinois 61726
Reappointed to a Three Year Term to
Expire on April 30, 2004

Ellsworth Fire Protection District

Mr. Brian Dirks
Rural Route 1
Ellsworth, Illinois 61737
Reappointed to a Three Year Term to
Expire April 30, 2004

Hudson Fire Protection District

Mr. Bruce Stephens
Rural Route 1
Hudson, Illinois 61748
Reappointed to a Three Year Term to
Expire April 30, 2004

McLean County Board of Review

Mr. Winford L. McElroy
311 Garden Road
Normal, Illinois 61761
Reappointed to a Two Year Term
To Expire June 1, 2003

b)

APPOINTMENTS

United Workforce Development Board

Mr. Ron Stack, Corn Belt Energy
c/o Economic Development Council of
the Bloomington-Normal Area
210 East Street
P.O. Box 1586
Bloomington, Illinois 61702-1586

Ms. Dawn Kazoleas, Mitsubishi Motors
c/o Economic Development Council of
the Bloomington-Normal Area
210 East Street
P.O. Box 1586
Bloomington, Illinois 61702-1586

c)

RESIGNATIONS

NONE

F.

Approval of Resolutions of Congratulations and Commendation

- a) Resolution of Congratulations for the Calvary Baptist Senior High School Bell Choir
- b) Presentation of Certificate of Completion of Basic County Coroner Training Course - Presented by the State of Illinois Law Enforcement Training and Standards Board to County Coroner Beth Carlson-Kimmerling

Sec. 2001 Arrowsmith Joint Culvert

TO: McLean County Board
Care of County Clerk
Law and Justice Center
Bloomington, Illinois

2001 Arrowsmith Road District Non-MFT Drainage Structure, Located at 3410E on 1200N

Gentlemen:

Arrowsmith Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, construct a drainage structure with approach fills located on the N line of the NW ¼ of Section 14, T 23 N, R 5E of the 3rd P.M., Arrowsmith Road District.

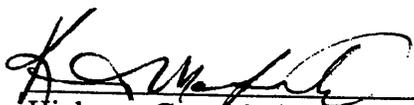
That of the funds appropriated at the November 2000 meeting of the McLean County Board \$27,500.00 be used as the County's share of the cost of this structure.

Arrowsmith Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Arrowsmith Road District further states that the County Engineer has made a survey of the water shed and has determines that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be \$55,000.00 and the present structure is inadequate.

Arrowsmith Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

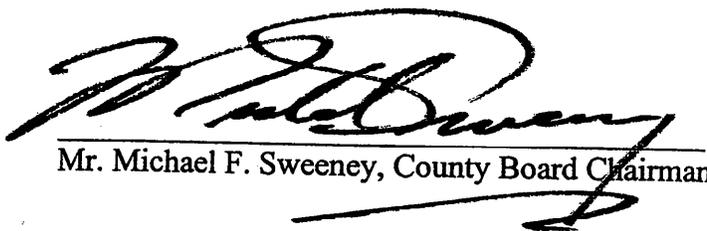
Respectfully submitted.

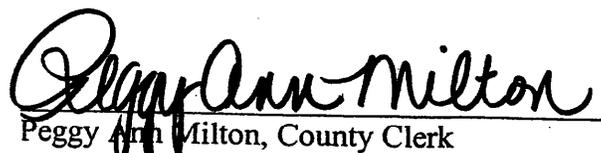

Highway Commissioner

Approved 
County Engineer, McLean County, IL

Arrowsmith Road District

ATTEST


Mr. Michael F. Sweeney, County Board Chairman


Peggy Ann Milton, County Clerk

County Boarding Meeting on May 15, 2001

McLEAN COUNTY HIGHWAY DEPARTMENT

BICYCLE RIDE PERMIT

3rd Annual Pedaling For Kicks
on Route 66

EVENT NAME: _____

ISSUED BY:

McLean County Highway Dept.
Rural Route 1, Box 85
Bloomington, IL 61704
Phone: (309) 663-9445

ISSUED TO:

SPONSORING AGENCY: Fellowship of
Christian Farmers, International

ADDRESS: P.O. Box 15
Lexington, IL 61753

PHONE: 309-365-8710

CONTACT PERSON: Richard Verdery

ADDRESS: % Illinois Farm Bureau
1701 Towanda Ave., Bloomington, IL 61701

PHONE: 309-557-3140

LOCATION:

COUNTY HWY. NO'S. _____ ROAD NAMES: _____

TOWNSHIP: _____

ROUTE MAP ENCLOSED: YES

PURPOSE OF EVENT: A benefit ride for the Fellowship of Christian
Farmers, International

ACTIVITIES INCLUDED: bike ride, food stops in Lexington, Lake Bloomington,
Conlara Park, Danvers and Hudson. Post-ride meal at East White Oak Bible Church.

ANTICIPATED NUMBER OF PARTICIPANTS: 250

EVENT DATE: Sat., July 14 START TIME: 6am - 9am DURATION: 5 hours

AUTHORIZED BY: _____ DATED: _____
McLean County Engineer

APPLICATION AND CONDITIONS OF PERMIT

Bicycle racing and exemption from compliance with traffic laws is only permitted when approved by state and local authorities on highways under their respective jurisdictions.

Approval shall only be granted under conditions which assure reasonable safety for all race participants, spectators, and other highway users and which prevent unreasonable interference with traffic flow.

To obtain approval of our event and as a condition of receiving the Permit, we, the sponsoring agency, promise to do the following:

1. Furnish barricades and flagpersons at each intersection.
2. Notify the McLean County Sheriff seven (7) days in advance of the event.
3. Allow local traffic to their destination with no more than a ten (10) minute wait.
4. Assume all risks and liabilities in connection with the Permit and shall indemnify and hold McLean County, its officers, agents and employees harmless for any liability arising from said event.
5. Hold McLean County harmless from third-party liability.
6. Agree that no alcoholic beverages be served.
7. Provide the McLean County Highway Department a copy of the Participant Use Agreement which outlines the conditions of acceptance and participation in the event. Such Agreement shall have a hold harmless provision referring to McLean County and a recognition that the participants knowingly and willingly accept the risks inherent in the event. Copy is enclosed.
8. To name McLean County as an additional insured on a general liability insurance or special events liability insurance policy with a minimum of one million dollar (\$1,000,000.00) limit, and the sponsoring agency shall file a Certificate of Insurance showing the above with the McLean County Highway Department. Certificate is attached.
9. To provide the following additional services to ensure the public safety. (Please describe)
Security: All area law enforcement agencies will be notified at least 7 days in advance. One of our committee members is on Normal P.D. bike patrol and will handle all contacts.
Traffic Control: All bike riders will be given route maps with rules of the road. We will have signs and committee members along the route
Street Cleaning: We will have 4 SAG vehicles covering the routes and this will be one of their responsibilities.

McLEAN COUNTY HIGHWAY DEPARTMENT
BICYCLE RIDE APPLICATION AND CONDITIONS OF PERMIT
Page Two

Garbage Pickup: Each food stop committee person will clean their area
and SA6 vehicles will clean along the route

Ambulance: Area EMTs to be notified. Food stops & SA6 vehicles
will have 2-way radios and cell phones. We will have a registered nurse
on call at ride site.

Other Necessary Services: _____

10. To contact and secure permission from all road districts, municipalities, and other counties involved.
11. The undersigned hereby states that he/she has read this Permit and Application, is the person authorized to bind the sponsoring agency to the above, and does hereby bind the sponsoring agency to all above requirements as a condition of obtaining the Permit.

Richard M. Verdery
Authorized Representative

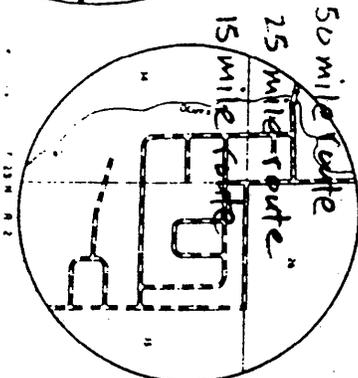
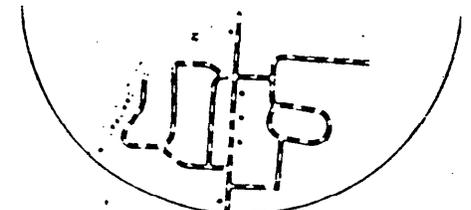
Fellowship of Christian Farmers
Agency

Date _____

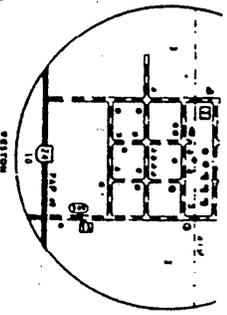
Enclosures:

Route Map	<u>✓</u>
Participant Use Agreement	<u>✓</u>
Certificate of Insurance with McLean County Named as an Additional Insured	<u>✓</u>

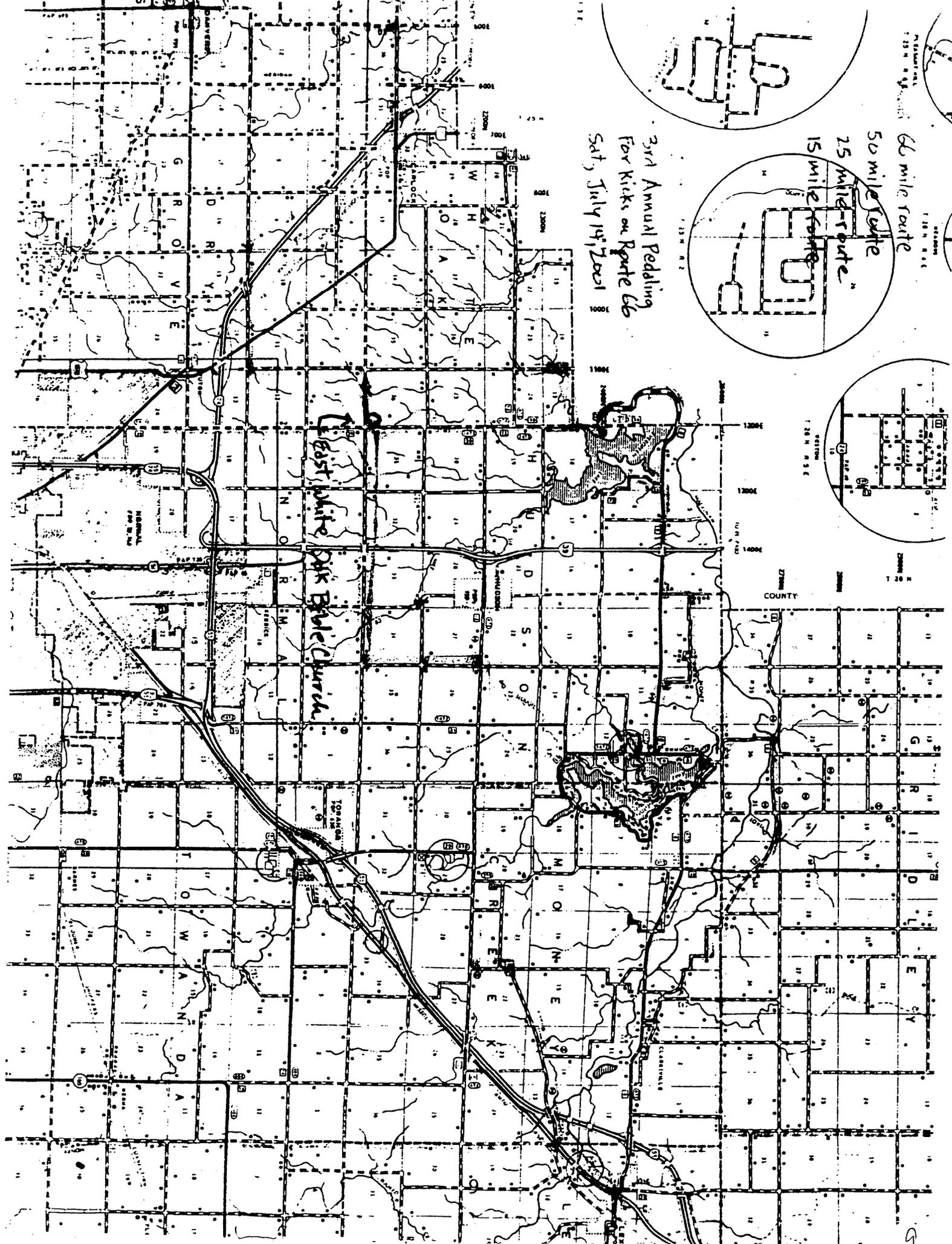
138 N. 41 E
138 N. 41 E



50 mile route
25 mile route
15 mile route



3rd Annual Peddling
For Kids on Route 66
Sat, July 14, 2001



East White Oak Bible Church

COUNTY

TOWNSHIP
138 N. 41 E

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
04/11/2001

PRODUCER (309)452-1156 FAX (309)452-7500
 Van Gundy Agency, Inc.
 101 S Towanda Ave
 P.O. Box 349
 Normal, IL 61761

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED Fellowship Of Christian Farmers International
 221 W. Main St.
 P. O. Box 15
 Lexington, IL 61753-0015

INSURER A: Cincinnati Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CAP503717SAWR	01/15/2000	01/15/2003	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any one fire) \$ 100,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				PERSONAL & ADV INJURY \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				GENERAL AGGREGATE \$ Unlimited
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				PRODUCTS - COMP/OP AGG \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	OTHER				BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
					AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
					EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
					WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
					E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 RE: 07-14-2001 "Peddling For Kicks" Third Annual Bike Ride.

McLean County is additional insured as their interests may appear in regards to insureds operations.

CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER | CANCELLATION

McLean County
 R R 1 Box 85
 Bloomington, IL 61704

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Mike McNeely/114

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

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Marvin C. Thompson in case 01-10-S. He is requesting a special use to allow a 28 foot by 30 foot single family residence in the Agriculture District on land undesirable for agricultural uses on a 32 acre property which is part of Section 36, Township 25N, Range 4E of the 3rd P.M. and is located in Lexington Township immediately north of Road 2025N approximately 5/8 mile east of Road 2900E.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on April 17, 2001 in Room 700 of the Law and Justice Center, 104 West Front Street, Bloomington, Illinois, and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 32 acre property is mainly in timber with approximately six acres in fallow agriculture. The topography is rolling with a stream running through it. The property has 553 feet of frontage on the north side of Road 2025N which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USES - The surrounding zoning is A-Agriculture District on all sides. The land use to the east and south is crop production. The land to the north and west is in both crop production and timber.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 78.75 out of 125 points. The site assessment score was 126 out of 175 points. The total LESA score was 204.75 points out of 300. A score below 225 points means the property is of low value for agricultural land protection.

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

1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public. The soil score used for the land evaluation and site assessment is very low - 78.75 out of 125. Approximately 26 acres are wooded and six acres are in the Conservation Reserve Program. This acreage is the part of a 94 acre farm that is least desirable for agriculture and was purchased by the applicant as such. The proposed residence is the first non-farm residence built on the 94 acre farm as it existed in 1974.
2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area. The site has poor soils, is rolling and is mostly wooded.
3. The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district. The residence is proposed to be built in a

wooded area of the property. Nearby land that is suitable for crop production will continue to be suitable for such.

4. Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided. The proposed dwelling will be served by private well and septic system. The property has 553 feet of frontage on the north side of Road 2025N. The property is not currently in any fire protection district. However, the applicant submitted a letter to the Octavia Fire Protection District requesting annexation into the district.
5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets. It appears that safe sight distance can be provided at the existing entrance. The Lexington Township Road Commissioner indicated in a written statement that the existing entrance from Road 2025 can be used for the proposed residence.
6. The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.
7. The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance and also the application meets one of the individual criteria for establishing a residential use in the A-Agriculture District. The land is found to be undesirable for agricultural purposes.

Therefore this Board recommends that a special use be granted on the property described above to allow the construction of one single family dwelling along with future customary accessory buildings and structures as may be approved by the Director of Building and Zoning and that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations provided one of the local fire protection districts approves the annexation to its district.

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

Respectfully submitted this 17th day of April 2001, McLean County Zoning Board of Appeals


Chair

Sally Rudolph, Chair
Richard Dean
James Finnigan
Joe Elble
David Kinsella
Jerry Hoffman
Michael Kuritz

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2001
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

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

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

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

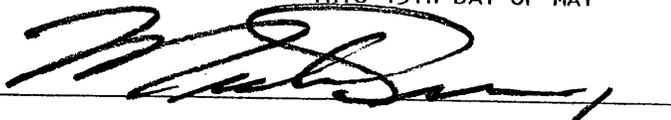
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT

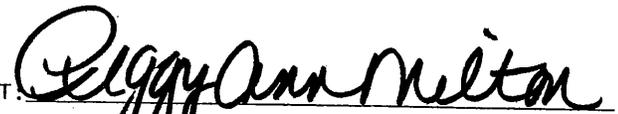
	Metro Communication Ctr.				
	FUND 0452 DEPARTMENT 0030 METRO COMMUNICATION CTR. PGM 0090 METRO COMMUNICATION				
0750 0003	COMPUTER REPAIR/PARTS/SER	3,200.00			
				0832 0001	PUR.FURNISHINGS/OFF.EQUIP
				3,200.00-	
		3,200.00			3,200.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 15TH DAY OF MAY , 2001



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

May 10, 2001

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

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the request received from the Information Services Department to approve the bid award for the purchase of 80 personal computers under the Western States Contract Alliance, an intergovernmental purchasing alliance which includes the State of Illinois.

Funds for this purchase were appropriated in the Fiscal Year 2001 Adopted Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hoselton
Joseph Sommer

District #2
Matt Sorensen
W. Bill Emmett

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Susie Johnson
Dr. Robert L. Arnold

District #5
Ray Rodman
B.H. "Duffy" Bass

District #6
George J. Gordon
David F.W. Setzer

District #7
John J. "Jack" Pokorney
P.A. "Sue" Berglund

District #8
Paul R. Segobiano
Tari Renner

District #9
Gene Salch
Adam D. Kinzinger

District #10
Benjamin J. Owens
Bob Nuckolls

**Request for Approval
To Purchase Personal Computers
Under Western States Contract Alliance**

May 1, 2001

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase 80 computer servers under the Western States Contract Alliance contract. The purchase is part of the approved Fiscal Year 2001 budget.

The machines are Compaq Pentium III/1.0 Ghz workstations with 256MG ram, 20GB of storage and cd-rom. Each machine is priced at \$1049.50, which includes a pre-installed image of our standard computer configuration at delivery. These machines are consistent and compatible with a similar purchase made last year.

Given that I believe this to be advantageous to McLean County, and given that I have the support of the County Administrator in making such a purchase, permission is requested under the following from the McLean County Purchasing and Contracting Policy:

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

As a result, these machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used in purchasing under the State of Illinois contract.

The following statement was taken from their webpage. As of last month, the State of Illinois became a partner in this alliance.

About WSCA

The Western States Contracting Alliance (WSCA) was formed in October 1993 by the state purchasing directors from 15 Western states. Its purpose was to establish the means by which participating states may join together in cooperative multi-state contracts in order to achieve cost-effective and efficient acquisition of quality products and services. Today 15 states participate including: Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming.

I welcome any questions or comments you may have.

Respectfully submitted,

Craig Nelson
Director, Information Services

RESOLUTION of the McLEAN COUNTY BOARD
DECLARING AND PROCLAIMING
THURSDAY, MAY 24, 2001
AS "YWCA WOMEN OF DISTINCTION DAY" IN McLEAN COUNTY

WHEREAS, the Women of Distinction Awards Program is a nationally established YWCA event that recognizes the professional and personal achievements of women in McLean County; and,

WHEREAS, the Women of Distinction Awards Program recognizes the professional and personal achievements of women in our Community in the following six categories: Business, Education, Professions, Social Services, Harriet F. Rust Volunteer Service Award, and the *WINGS* Award; and,

WHEREAS, the recipients of the YWCA Women of Distinction Awards are leaders within their respective professions and their dedicated professional and personal service to the Community has improved the Quality of Life for all citizens of McLean County; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize the professional and personal achievements of the recipients of the 2001 YWCA Women of Distinction Awards by declaring Thursday, May 24, 2001, as "YWCA Women of Distinction Day" in McLean County; now, therefore,

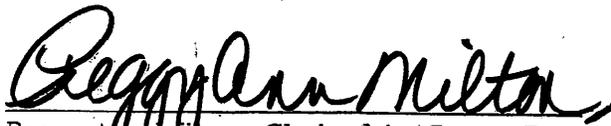
BE IT RESOLVED by the McLean County Board as follows:

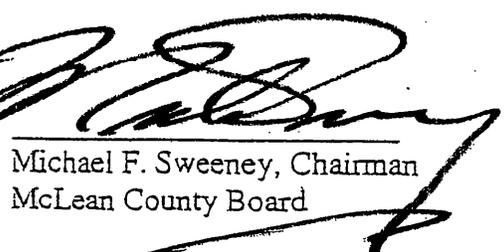
- (1) The McLean County Board hereby declares and proclaims Thursday, May 24, 2001, as "YWCA Women of Distinction Day" in McLean County, Illinois.
- (2) The McLean County Board hereby extends its congratulations to the recipients of the 2001 YWCA Women of Distinction Awards.
- (3) The McLean County Board hereby directs that a certified, original copy of this Resolution be prepared and forwarded to the Executive Director of the YWCA of McLean County.

ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD
NAMING CERTAIN COUNTY BUILDINGS
LOCATED IN BLOOMINGTON, ILLINOIS

WHEREAS, McLean County government provides programs and services in several County Buildings located in Bloomington, Illinois; and,

WHEREAS, the McLean County Board has approved the joint purchase with the City of Bloomington of the 115 East Washington Street Building; and,

WHEREAS, the Property Committee, at its regular meeting on Thursday, May 3, 2001, recommended that the following County Buildings located in Bloomington, Illinois be named as follows:

- McLean County Law and Justice Center, 104 West Front Street;
- McLean County Health Department Building, 200 West Front Street; and,

WHEREAS, the Property Committee further recommended that the following name for the 115 East Washington Street Building be forwarded to the City of Bloomington for review and consideration by the Bloomington City Council:

- Government Center, 115 East Washington Street; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The following County Buildings located in Bloomington, Illinois shall be named as follows:

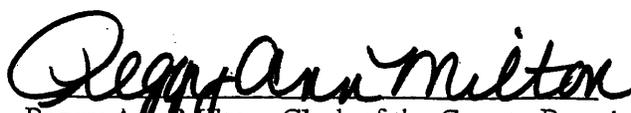
McLean County Law and Justice Center, 104 West Front Street;
McLean County Health Department Building, 200 West Front Street.

- (2) The following name for the 115 East Washington Street Building shall be forwarded to the City of Bloomington for review and consideration by the Bloomington City Council:

Government Center, 115 East Washington Street.

- (3) The County Clerk shall forward a certified copy of this Resolution to the Director of Facilities Management and the County Administrator.

ATTEST:


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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF DAVID KINZINGER
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of David Kinzinger as a Trustee of the Carlock Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Kinzinger as a Trustee of the Carlock Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to David Kinzinger and William Wetzel, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2001.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

SS

A RESOLUTION OF REAPPOINTMENT OF JOEL VERCLER
AS A TRUSTEE OF THE
CHENOA FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Joel Vercler as a Trustee of the Chenoa Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joel Vercler as a Trustee of the Chenoa Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Joel Vercler and Al Freehill, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF BRIAN DIRKS
AS A TRUSTEE OF THE
ELLSWORTH FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Brian Dirks as a Trustee of the Ellsworth Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Brian Dirks as a Trustee of the Ellsworth Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Brian Dirks and Darrell Hartweg, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

A RESOLUTION OF REAPPOINTMENT OF BRUCE STEPHENS
AS A TRUSTEE OF THE
HUDSON FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term of Bruce Stephens as a Trustee of the Hudson Fire Protection District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bruce Stephens as a Trustee of the Hudson Fire Protection District for a term of three years to expire on April 30, 2004 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Bruce Stephens and Albert Hoopes, Attorney for the District.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois
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**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF WINFORD L. MCELROY
AS A MEMBER OF THE McLEAN COUNTY BOARD OF REVIEW**

WHEREAS, due to the expiration of term on June 1, 2001 of Winford L. McElroy as a member of the McLean County Board of Review, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 35 ILCS 205/8 has the responsibility to fill the expiration of a two-year term by appointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Winford L. McElroy as a member of the McLean County Board of Review for a two year term scheduled to expire on June 1, 2003 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Winford L. McElroy and the McLean County Supervisor of Assessments.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2001.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

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APPROVAL OF RESOLUTIONS OF CONGRATULATIONS AND COMMENDATION:
Member Owens presented the following:

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the students and the Choir Director of the Calvary Baptist Senior Academy Hand Bell Choir during the 2000-2001 school year; and,

WHEREAS, since the beginning of the Hand Bell Choir program in 1990, the Calvary Baptist Senior Academy Hand Bell Choir has successfully competed at the State and National level, placing second in the 2000 National Competition; and,

WHEREAS, this year, the Calvary Baptist Senior Academy Hand Bell Choir won the State Hand Bell Choir Competition for the fourth year in a row and advanced to the National Hand Bell Choir Competition; and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Ms. Carol Campbell, Director of the Calvary Baptist Senior Academy Hand Bell Choir, and the student members of the Hand Bell Choir: Megan McCall, Ashley Hunting, James Campbell, Sara Cutter, Ashley Schaffer, Christina Adam, Nathan Biringham, Paul Campbell, Isaac Judd, Josiah Hansen, Jennifer Kerr, Matthew Norton, Trent Schaller, and Amber Strong; now, therefore,

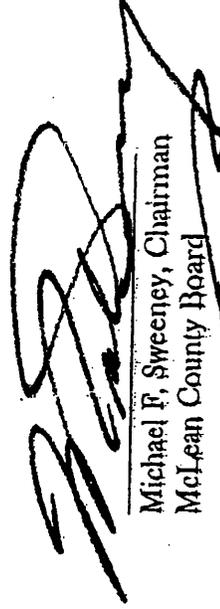
BE IT RESOLVED by the members of the McLean County Board that the student members and the Director of the Calvary Baptist Senior High Academy Hand Bell Choir are to be congratulated on winning the Illinois State Hand Bell Choir Competition and on an outstanding year.

ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

The Board recognized the Calvary Baptist Senior High School Bell Choir and their Director, Ms. Carol Campbell, for winning the Illinois State Hand Bell Choir Competition and on an outstanding year.

STATE OF ILLINOIS



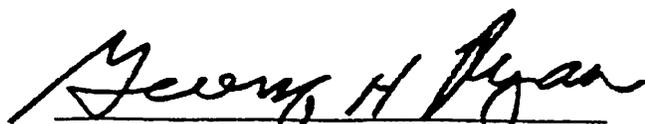
BY THE ILLINOIS LAW ENFORCEMENT
TRAINING AND STANDARDS BOARD

AWARDS THIS CERTIFICATE TO

Coroner Beth Carlson Kimmerling
McLean County

FOR HAVING SUCCESSFULLY COMPLETED THE
MINIMUM STANDARDS BASIC COUNTY CORONER
TRAINING COURSE PURSUANT TO
PUBLIC ACT 85-895 OF THE EIGHTY-FIFTH ILLINOIS
GENERAL ASSEMBLY AS PRESCRIBED BY THE BOARD
CONSISTING OF FORTY HOURS OF INSTRUCTION
FROM MARCH 5, 2001 TO MARCH 9, 2001.


EXECUTIVE DIRECTOR


GOVERNOR OF ILLINOIS



Illinois Law Enforcement Training and Standards Board

STATE OF ILLINOIS

George H. Ryan, Governor
Dr. Thomas J. Jurkanin, Executive Director

Phone: 217/782-4540
Fax: 217/524-5350
TDD: 217/524-5711

April 4, 2001

Chairman Michael Sweeney
McLean County
104 West Front Street
Bloomington, Illinois 61701

Dear Chairman Sweeney:

I am pleased to enclose the State of Illinois Certificate, awarded by this Board to Coroner Beth Carlson Kimmerling for fulfilling all the requirements as set forth under the provisions of the Illinois Police Training Act, Public Act 85-895.

We ask that you as county board chairman, take responsibility for awarding the enclosed certificate. In addition, we ask that you convey the Board's congratulations for having achieved this high level of professionalism.

On behalf of the Illinois Law Enforcement Training and Standards Board, I compliment you and your county for insisting upon, and encouraging top quality training for your personnel.

Please contact this office should you have any questions pertaining to this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Jurkanin".

Thomas J. Jurkanin, Ph.D.
Executive Director

TJJ/CHW
Enclosure

NOTE: This certificate is the property of the State of Illinois and if unable to be presented, must be returned to our office. This certificate, if lost, stolen, or destroyed, cannot be duplicated.

The Board presented a Certificate of Completion of Basic County Coroner Training Course from the State of Illinois Law Enforcement Training and Standards Board to County Coroner Beth Carlson-Kimmerling.

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

EXECUTIVE COMMITTEE:
Member Sommer, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
SETTING THE NUMBER OF COUNTY BOARD DISTRICTS
AND THE NUMBER OF COUNTY BOARD REPRESENTATIVES
TO BE ELECTED FROM EACH DISTRICT AS A RESULT OF THE 2000 CENSUS

WHEREAS, Chapter 55, *Illinois Compiled Statutes*, 5/2-3003 stipulates that “if the County Board determines that members shall be elected by districts, it shall develop an apportionment plan and specify the number of districts and the number of County Board members to be elected from each district;” and,

WHEREAS, the *Rules of the McLean County Board* stipulate that the Executive Committee shall “. . . provide general direction for all Board programs, business, planning, and policy-making functions;” and,

WHEREAS, pursuant to 55 *ILCS 5/2-3003* and the *Rules of the McLean County Board*, the Executive Committee, at its regular meeting on Tuesday, May 8, 2001, recommended that the McLean County Board members be elected by districts; and,

WHEREAS, the Executive Committee further recommended that the McLean County Board members be elected from ten (10) districts and that two (2) Board members be elected from each district; and,

WHEREAS, the Executive Committee further recommended that an apportionment plan for the McLean County Board be developed with ten (10) districts in accordance with the provisions of Illinois law and the 2000 United States census of McLean County; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) That the McLean County Board members shall be elected by districts.
- (2) That the McLean County Board members shall be elected from ten (10) districts and that two (2) Board members shall be elected from each district.
- (3) That an apportionment plan for the McLean County Board be developed with ten (10) districts in accordance with the provisions of Illinois law and the 2000 United States census of McLean County.

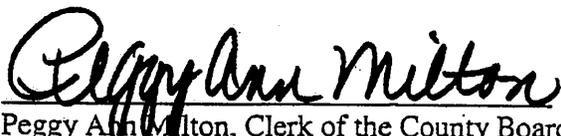
(2)

(4) That the County Clerk shall forward a certified copy of this Resolution to the First Civil Assistant State's Attorney and the County Administrator.

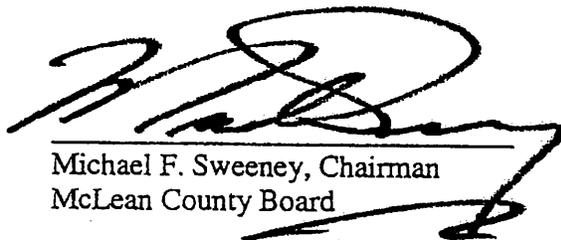
ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

ADOPTED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Berglund moved the County Board approve a Resolution of the McLean County Board Setting the Number of County Board Districts and the Number of County Board Representatives to be Elected from Each District as a Result of the 2000 Census. Discussion followed. Clerk Milton shows the roll call vote as follows with a yes vote meaning the Members wish to leave the number of Districts at ten and the number of Members at twenty: Emmett-yes, Gordon-yes, Hoselton-yes, Johnson-yes, Kinzinger-yes, Nuckolls-yes, Owens-yes, Renner-yes, Rodman-yes, Salch-yes, Selzer-yes, Sommer-yes, Sorensen-yes, Arnold-yes, Berglund-yes, Bostic-yes, and Sweeney-yes. Motion carried unanimously.

Member Berglund noted the Legislative Briefing in the packet.

Members Rodman/Owens moved the County Board approve a request to have the Executive Committee develop a means to measure the effectiveness of the 5:00 p.m. meeting time during the three month trial period. It was suggested to give a questionnaire to the audience at the meetings. Member Gordon asked if the metric would be used only during the trial period or before and after also. Discussion followed. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE
REQUEST RECEIVED FROM THE McLEAN COUNTY HISTORICAL SOCIETY
TO MAKE CERTAIN IMPROVEMENTS TO THE OLD COURTHOUSE BUILDING

WHEREAS, the McLean County Historical Society has requested approval to make certain improvements to the Old Courthouse Building; and,

WHEREAS, the McLean County Historical Society has requested approval of the following specific improvements to the Old Courthouse Building:

- Illuminate the mural at the top of the Rotunda inside the Old Courthouse Building;
- Illuminate the Abraham Lincoln bench on the northeast lawn of the Old Courthouse grounds;
- Install a small historic steamboat bell at the clock works level in the Old Courthouse Building; and,

WHEREAS, the specific improvements to be made to the Old Courthouse Building will further enhance the McLean County Museum of History and the Old Courthouse Square; and,

WHEREAS, the specific improvements will be funded totally by donations to the McLean County Historical Society; and,

WHEREAS, the Property Committee of the McLean County Board, at the Committee's regular meeting on Thursday, May 3, 2001, recommended that the McLean County Board approve the request of the McLean County Historical Society to make specific improvements to the Old Courthouse Building; now therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The request of the McLean County Historical Society to illuminate the mural at the top of the Rotunda in the Old Courthouse Building is hereby approved.
- (2) The request of the McLean County Historical Society to illuminate the Abraham Lincoln bench on the northeast lawn of the Old Courthouse Building is hereby approved.
- (3) The request of the McLean County Historical Society to install a small historic steamboat bell at the clock works level of the Old Courthouse Building is hereby approved.

(2)

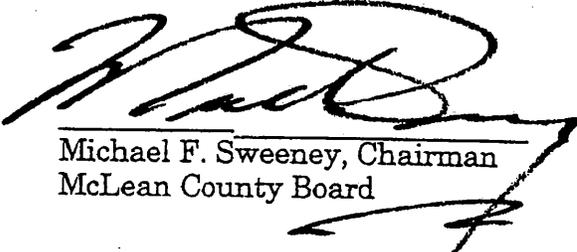
- (4) The County Clerk is hereby directed to provide a certified copy of this Resolution to the President of the McLean County Historical Society Board of Directors, the Executive Director of the McLean County Museum of History, the First Civil Assistant State's Attorney, the Director of Facilities Management, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Salch/Kinzinger moved the County Board approve a Resolution Approving the Request Received from the McLean County Historical Society to Make Certain Improvements to the Old Courthouse Building - Museum of History. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
General Corporate Fund 0001, County Board Office 0001

WHEREAS, the McLean County Board, on November 21, 2000 adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Corporate Fund 0001, County Board Office 0001; and,

WHEREAS, the County Board, at its regular meeting on Tuesday, April 17, 2001, approved the joint purchase with the City of Bloomington of the 115 East Washington Street Building; and,

WHEREAS, it is necessary for the County and the City to close on the purchase of the 115 East Washington Street Building prior to the issuance of tax-exempt municipal bonds by the Public Building Commission of McLean County; and,

WHEREAS, upon the issuance and sale of tax-exempt municipal bonds by the Public Building Commission of McLean County for the purchase and remodeling of the 115 East Washington Street Building, the County will be reimbursed for the total purchase and closing costs for the 115 East Washington Street Building; and,

WHEREAS, the Property Committee, on Thursday, May 3, 2001, approved and recommended to the County Board an Emergency Appropriation from the County's General Fund 0001 unappropriated fund balance to cover the joint purchase with the City of Bloomington of the 115 East Washington Street Building; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$1,005,077.00.

Unappropriated Fund Balance \$ 1,005,077.00
0001-0001-0001-0400.0000

(2)

2. That the County Auditor is directed to add to the appropriated budget of the General Corporate Fund 0001, County Board Office, Department 0001 the following appropriation:

Capital Improvements	
0001-0001-0001-0801.0001	\$ 1,005,077.00

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Salch/Bostic moved the County Board approve an Emergency Appropriation Ordinance Amending Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance - Purchase of 115 East Washington Street Building. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:

A RESOLUTION TRANSFERRING MONIES FROM THE
WORKING CASH FUND 0002
TO THE GENERAL CORPORATE FUND 0001
FISCAL YEAR 2001

WHEREAS, the McLean County Board, on November 21, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the County Board of McLean County heretofore appropriated monies for the purposes set forth in the General Corporate Fund in the 2001 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, the County Board of McLean County, at its regular meeting on Tuesday, April 17, 2001, approved the joint purchase with the City of Bloomington of the 115 East Washington Street Building; and,

WHEREAS, it is necessary for the County and the City to close on the purchase of the 115 East Washington Street Building prior to the issuance of tax-exempt municipal bonds by the Public Building Commission of McLean County; and,

WHEREAS, the County has heretofore established a Working Cash Fund and has accordingly collected a special tax therefore pursuant to statute; and,

WHEREAS, it is desirable to transfer to the General Corporate Fund, monies from said Working Cash Fund to be used by the County to close on the purchase of the 115 East Washington Street Building; and,

WHEREAS, the County Administrator has recommended the need for borrowing and transferring up to \$742,423.00 from the Working Cash Fund to the General Corporate Fund 0001; and

WHEREAS, the Property Committee concurs with the County Administrator's recommendation and so recommends this resolution to the McLean County Board; now, therefore,

(2)

BE IT RESOLVED by the McLean County Board in regular session that the sum of up to \$742,423.00 be and the same is hereby ordered transferred on an as needed basis from the Working Cash Fund 0002 to the following fund as follows:

General Corporate Fund 0001	\$742,423.00
-----------------------------	--------------

BE IT FURTHER RESOLVED that the Treasurer of McLean County be and is hereby directed to make such transfer of up to \$742,423.00 accordingly.

BE IT FURTHER RESOLVED that said County Treasurer be directed to immediately reimburse said Working Cash Fund on or before October 1, 2001, upon receipt of the bond proceeds from the Public Building Commission tax-exempt municipal bond issue for the purchase and remodeling of the 115 East Washington Street Building for use by County offices and departments.

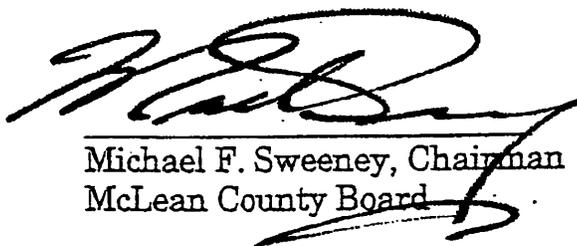
BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Ordinance to the County Administrator and the County Treasurer.

ADOPTED by the County Board of McLean County, Illinois this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

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Members Salch/Bostic moved the County Board approve a Resolution Authorizing the Transfer of Monies from the Working Cash Fund 0002 to the General Corporate Fund 0001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Salch, Chairman, presented the following:



McLean County

McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400

Michael F. Sweeney
Chairman
Bloomington, Illinois 61702-2400

May 10, 2001

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

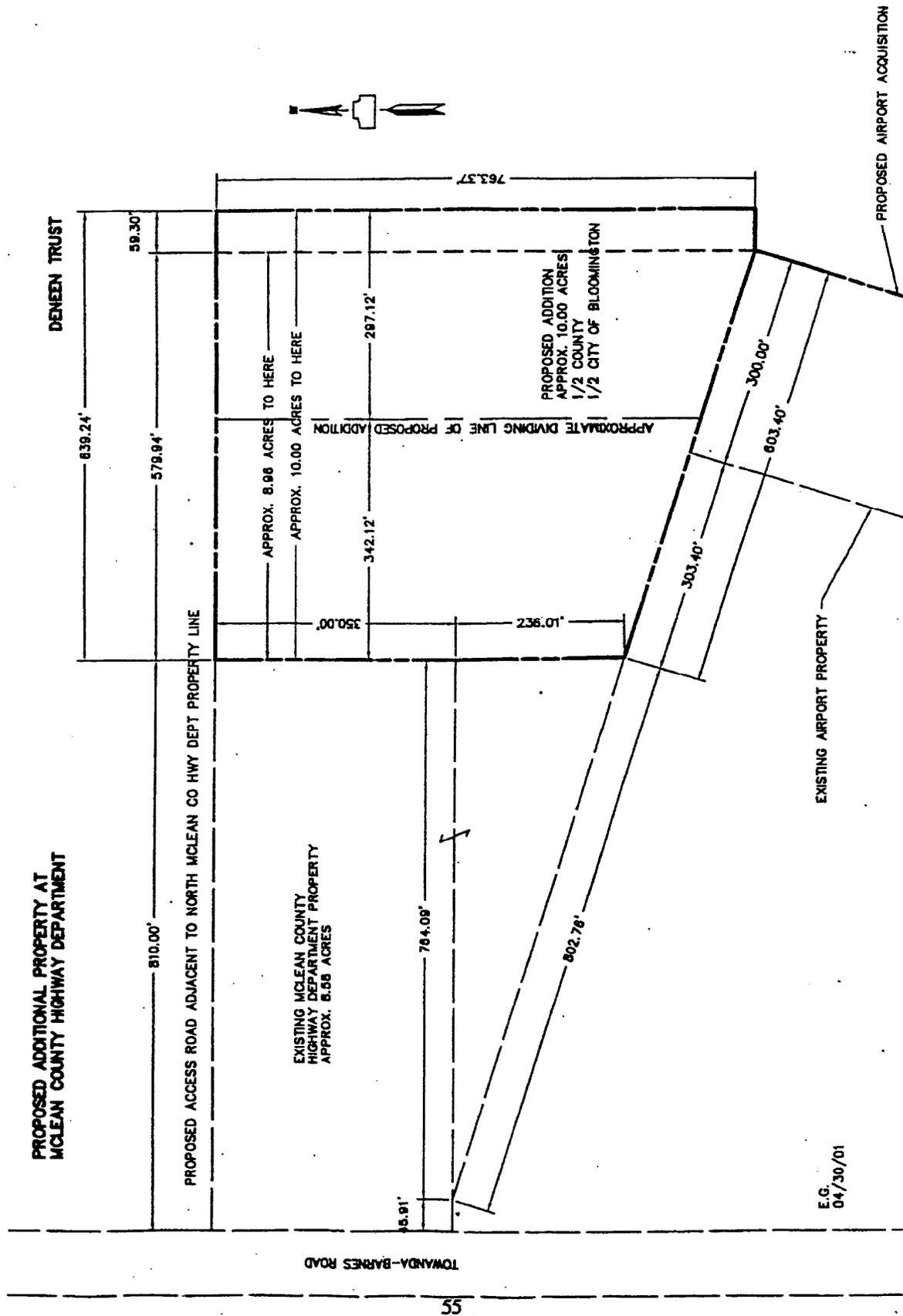
Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the County Highway Engineer to authorize the County Highway Department to begin negotiations for the purchase of additional property immediately adjacent to the County Highway Department facilities (see attached diagram).

Funds for the purchase of additional property have been budgeted in the Fiscal Year 2001 appropriated budget of the County Highway Department.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hamilton Joseph Sommer	District #3 Michael F. Sweeney Diane R. Boalic	District #5 Ray Rodman B.H. "Duffy" Bass	District #7 John J. "Jack" Pokorney BA, "Sue" Berglund	District #9 Gene Salch Adam D. Kinzinger
District #2 Milt Sorenson W. Bill Emmett	District #4 Suzie Johnson Dr. Robert L. Arnold	District #6 George J. Gordon David F.W. Selzer	District #8 Paul R. Segobiano Teri Renner	District #10 Benjamin J. Owens Bob Nuckolls



Members Salch/Owens moved the County Board send the Request for Approval of the County Engineer's Request to Authorize County Highway Department to Begin Negotiations for Purchase of Additional Property - McLean County Highway Department back to the Transportation Committee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

TRANSPORTATION COMMITTEE:
Member Hoselton, Vice-Chairman, presented the following:

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at a stand up meeting on May 15, 2001 for a letting held on May 10, 2001 for three (3) Bridge and Culvert projects, and

WHEREAS, the Transportation Committee duly approved the bids on May 15, 2001

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

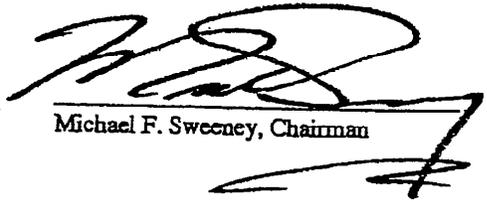
2001 TBP CONSTRUCTION SECTIONS:

Yates R. D.Sec. 97-31136-00-BR
The successful bidder for this section was Stark Materials Inc. for the amount of \$101,929.00

McLEAN COUNTY 2001 NON-MFTCCONSTRICTOPM SECTIONS

Sec. 2001 Arrowsmith R.D. Non-MFT Culvert
The successful bidder for this section was Stark Materials Inc. for the amount of \$24,562.35

Sec. Hudson & Normal R.D. 2001 Rhinehart Joint Culvert
The successful bidder for this section was Stark Materials Inc. for the amount of \$61,743.50

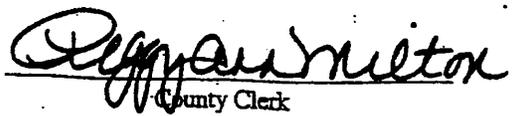

Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on May 15, 2001.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 15 day of May, A.D., 2001.

[SEAL]


County Clerk

Members Hoselton/Selzer moved the County Board approve a Resolution Awarding Bids from Letting on May 10, 2001. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

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Member Hoselton, Vice-Chairman, presented the following:

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT

This Agreement made and entered into, by and between the State of Illinois, acting by and through the Illinois Commerce Commission, hereinafter referred to as the "COMMISSION", the Union Pacific Railroad Company, hereinafter referred to as the "COMPANY", the Village of Towanda, hereinafter referred to as the "Village", the County of McLean, hereinafter referred to as the "COUNTY", and the State of Illinois, Department of Transportation, hereinafter referred to as the "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal investigation that inquiry should be made into the matter of improving public safety at the crossings of the COMPANY'S track(s) with public highways known as Jefferson Street and Madison Street, located in the Village of Towanda, McLean County, Illinois, designated as crossings AAR/DOT 290 802X, milepost 118.25AO; and AAR/DOT 290 801R; milepost 118.12 AO; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossings by a diagnostic team, including a staff member of the COMMISSION'S Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersections, train movements, vehicular traffic volumes, and all other pertinent data relating to the crossings has been obtained and shown on Exhibits A-1 and A-2, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of the COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and Orders and procedures in general.

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossings should be:

Jefferson Street (CH 29 / FAS 478)

- (a) the removal and retirement of the elevator track including 450 track feet of 90lb. rail and 56 feet of worn crossing surface.
- (b) the reconstruction of the highway approaches to the main track, including the Adams Street approach, substantially as shown on attached Exhibit B.

Madison Street

- (a) the reconstruction of the highway approaches to the main track, substantially as shown on attached Exhibit C.

Washington Street, Monroe Street and East Street

- (a) the reconstruction of Washington Street, Monroe Street and East Street substantially as shown on attached Exhibit D to accommodate closure of the Washington Street crossing, which closure will be performed by the VILLAGE and COMPANY separate from this Agreement.

Section 3 The VILLAGE and the COUNTY have prepared a preliminary estimate of cost to accomplish the proposed improvements which they may be required to perform. Said estimate is attached as Exhibit E. The VILLAGE and the COUNTY shall upon Order, according to the requirements contained therein, prepare detailed drawings, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and DEPARTMENT.

Section 4 The COMPANY, the VILLAGE and the COUNTY shall upon Order,

according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be thirty (30) days from the date of COMMISSION Order subsequent to this Agreement and for completion of the improvements should be December 31, 2001.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- (a) The cost for the track and crossing surface removal at Jefferson Street, including paving of the vacated track slot, should be allocated 100% of the actual cost to the COMPANY.
- (b) The cost for the highway approach work at Jefferson Street, Madison Street and Adams Street, and the cost for reconstruction of Washington Street, Monroe Street and East Street, estimated to be ^{546,800 JMT}~~\$468,800~~ should be allocated 100% of the actual cost, in an amount not to exceed ^{546,800 JMT}~~\$468,800~~, to the Grade Crossing Protection Fund, and the remaining cost, if any, should be borne by the VILLAGE and/or COUNTY consistent with their respective roadway jurisdictions.

Section 6 The VILLAGE and COUNTY are financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolutions attached as Exhibit F.

Section 7 The COMPANY, the COUNTY and the VILLAGE shall at six (6)

month intervals from the date of the COMMISSION Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION stating the status of expenditures of the project and the percentage of completion of the project; if the project is behind schedule the reports must also include a brief explanation of the reason(s) for the delay.

All bills for expenditures related to items set forth in Section 5 (b) herein authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to the District 3 Office of the DEPARTMENT at 700 E. Norris Drive, Ottawa, Illinois 61350. The DEPARTMENT shall send a copy of all bills to the Director of Processing and Information, Transportation Division of the COMMISSION. The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24th month from the COMMISSION Order date, de-obligate all residual funds accountable for the cost for this project.

The COMPANY, the VILLAGE and the COUNTY shall at six (6) month intervals from the date of the Order until the project has been completed, submit written reports to the Director of Processing and Information, Transportation Division of the COMMISSION, stating the progress each has made toward completion of the work herein required. Each progress report shall include the COMMISSION Order Number, the Order Date, the project completion date as noted in the Order, crossing information (Inventory Numbers and Railroad Mileposts), type of improvement, and project manager information (the name, title, mailing address, phone number and facsimile number of the employee responsible for management of the project.)

Section 8

This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 3rd day of April, 2001.



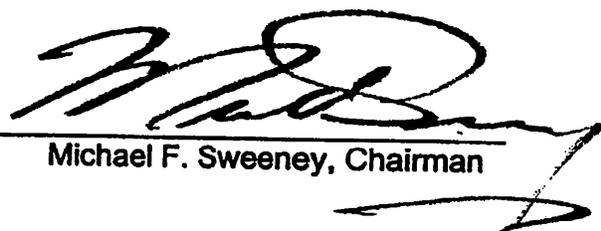
Michael E. Stead
Rail Safety Program Administrator

Attest: 
Daniel S. Drewes
Transportation Div.
Rail Safety Sec.

Illinois Commerce Commission Stipulated Agreement Mo. 943 concerning approach improvements and associated work at and near the Union Pacific Railroad Company grade crossings with Jefferson Street / CH 29 (DOT 290 802X) and Madison Street (DOT 290 801R) located in Towanda, Illinois.

Executed by the County of McLean this 15th day of May 2001.

COUNTY OF MCLEAN

By 
Michael F. Sweeney, Chairman

Attest:


Peggy Ann Milton, County Clerk

Members Hoselton/Selzer moved the County Board approve a Request for Approval of Revised ICC Stipulated Agreement #943. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton noted the General Report on pages 76-93.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman presented the following:

RESOLUTION

WHEREAS, the Bloomington and Normal Water Reclamation District, a public entity providing waste water treatment for the community, is building a new waste water treatment facility in Randolph Township; and

WHEREAS, a special use permit for a waste water treatment plant in the A-Agriculture District was approved in case 92-43-S by the McLean County Board in September of 1993; and

WHEREAS, the McLean County Board approved a condition of the special use to allow construction to begin ten years after approval; and

WHEREAS, the Bloomington and Normal Water Reclamation District has made a request to reduce the building permit fee for said facility from \$90,667.50, as the Zoning Ordinance stipulates, to \$6,570 based on a study by the Farnsworth Group of the McLean County Department of Building and Zoning inspection costs; and

WHEREAS, the Land Use and Development Committee of the McLean County Board discussed the reduction of fees and determined that such fee shall be reduced to \$6,570 and recommended approval of the fee to be amended from \$90,667.50 to \$6,570 at its meeting on May 3, 2001; now, therefore,

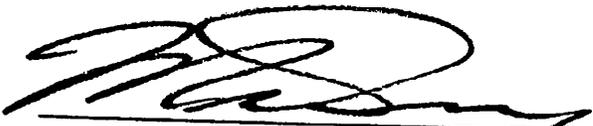
BE IT RESOLVED that the fee for the building permit of the wastewater treatment plant in Randolph Township be reduced from \$90,267.50 to \$6,570.

Adopted by the County Board of McLean County, Illinois this 15th day of May 2001.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael Sweeney, Chairman
McLean County Board

Members Gordon/Arnold moved the County Board approve a Resolution to Reduce the Building Permit Fee of the Bloomington-Normal Water Reclamation District for the Proposed Waste Water Treatment Plant in Randolph Township from \$90,667.50 to \$6,570.00. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report is located on pages 99-116.

Member Selzer asked if there was any discussion to revisit the fee structure in totality. Member Gordon answered they would be working with the Department of Building and Zoning and the Administrator's Office to develop a schedule that will reflect both the size of the project and who is paying for the construction.

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JUSTICE COMMITTEE:

Member Sommer, Chairman, presented the following:

PERSONAL SERVICES CONTRACT

This Agreement, entered into this ¹⁴~~19~~th day of ^{May}~~March~~, 2001, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", the McLean County State's Attorney, hereinafter known as "State's Attorney", and Kimberly Reed, hereinafter known as, "Contract Paraprofessional Assistant":

WHEREAS, the County has authority under *Illinois Compiled Statutes*, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional paraprofessional contract services for the Office of the State's Attorney; and

WHEREAS, the Contract Paraprofessional Assistant has the capacity to provide such services;

NOW, THEREFORE:

1. Kimberly Reed is hereby appointed a Contract Paraprofessional Assistant for the State's Attorneys Office.
2. The purpose of this personal services contract is to provide paraprofessional services in the State's Attorney's Office commencing March 19, 2001 and continuing until terminated. It is contemplated that the Contract Paraprofessional Assistant will provide part-time services estimated to require approximately ^{three}~~five~~ full workdays each week. However, the Contract Paraprofessional Assistant retains the discretion to determine the actual hours and work location of her services, subject to the requirements of the projects assigned to her. The County shall pay to the Contract Paraprofessional Assistant and the Contract Paraprofessional Assistant agrees to accept ~~\$1,170.00~~ per each contract pay period, i.e. each 21 days, until this agreement is terminated.

The Contract Paraprofessional Assistant agrees as follows:

1. To provide paraprofessional services in the State's Attorney's Office estimated to require the equivalent of five full workdays each week, with discretion to determine actual hours and work location, subject to the

requirements of the projects actually assigned.

2. The Contract Paraprofessional Assistant, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Contract Paraprofessional Assistant's activities pursuant to this agreement.

It is further agreed by both parties:

1. The parties enter into this agreement on the date first stated above and, further, the agreement shall continue until terminated.
2. The Contract Paraprofessional Assistant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County or State's Attorney in so far as the manner and means of performing the services and obligations of this agreement. However, the County and State's Attorney reserve the right to review the Contract Paraprofessional Assistant's work and service during the performance of this agreement to ensure that this agreement is performed according to its terms.
3. Nothing in this agreement shall prevent the Contract Paraprofessional Assistant from engaging in other employment apart from the services provided by this contract.
4. The Contract Paraprofessional Assistant shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, and those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this agreement or any provision hereto shall

constitute a waiver of any other or further breach of this agreement or any provision thereof.

8. This agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This agreement may not be assigned by either party without the prior written consent of the other party.
10. This agreement is terminable at the will of any party upon the giving of fourteen days notice in writing. Written notice shall be mailed to the following address:

For the State's Attorney:

Mr. Charles G. Reynard
McLean County State's Attorney
McLean County Law & Justice Center
104 West Front Street, Suite 605
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

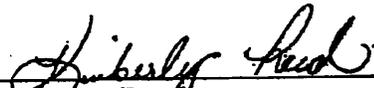
For the Contract Paraprofessional Assistant:

Ms. Kimberly Reed
3411 McNiff Drive
Bloomington, IL 60704

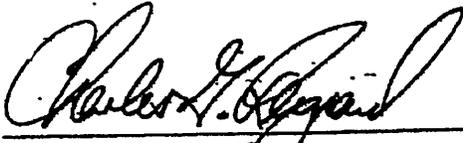
11. This agreement is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the foregoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signatures on the date first above noted.

APPROVED:



 Kimberly Reed

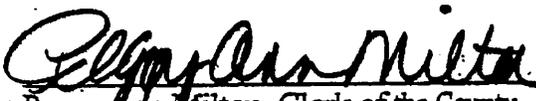


 Charles G. Reynard
 McLean County State's Attorney



 Michael F. Sweeney, Chairman
 McLean County Board

ATTEST:



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

Members Sommer/Johnson moved the County Board approve a Request for Approval of a Contract for Professional Services with Contract Paraprofessional Assistant Kimberly Reed - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #9

This is a Work Order which defines certain Services to be performed by TRW Inc. hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

Consulting Services Topic:

McLean County Integrated Justice Information, continued development and testing of Automated Disposition Reporting (ADR) for criminal cases.

Objectives of Consulting Services:

To provide services on a Fixed Price basis for the development and implementation of computer applications software modifications and associated materials. The objective of this Work Order includes the following major initiatives:

Capture data requirements and produce an electronic file for the McLean County Clerk of Courts Office to meet the State Of Illinois Requirements for Automatic Disposition Reporting of Criminal Cases.

Location of Consulting Services:

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

Activities to be Performed:

TRW will perform the following services:

- Software engineer to develop, modify, or repair programs, procedures and other facilities that are necessary or useful to perform the specified automated tasks in accordance with the attached requirements document.

Type and Description of Materials to be developed/provided:

For each process outlined under the Objectives of Services in this Work Order, TRW shall prepare the following:

- Technical specifications for the programs, prototypes and other related

materials that are to be a part of the recommended design

- The most current source code, program narratives and other materials related to the computer programs produced by TRW, pursuant to this Work Order.
- User documentation which shall clearly describe the anticipated source, format and use of all data elements, included in the Services.
- Operational instructions for computer operations personnel.
- Written training materials for COUNTY employees that are end users, computer operations and technical development and support personnel. Such materials shall include, but not be limited to, manuals, automated "help" materials, training syllabuses and other related materials.

Deliverable Materials:

a. The following list identifies the Deliverables that may be associated with this Work Order. TRW grants to the COUNTY a perpetual, non-exclusive and non-transferable license to these Deliverables. Any items indicated as based in application software (*) are considered part of the TRW E*Justice System application software associated with this Work Order and are subject to the terms and conditions of the Integrated Justice Information System Master Software License Agreement.

- Process / Workflow Diagrams *
- Functional Requirements Report
- Testing Plan *
- Database Schema *
- Documentation / Manuals *

b. Any materials not identified as Deliverables that are created as a part of consulting services associated with this Work Order will be considered working papers and not Deliverables. All of these materials are to be owned by TRW unless otherwise mutually agreed to by TRW and the COUNTY.

Work Order Price:

TRW will perform the services described in this work order on a Fixed Price basis in accordance with the TRW's proposal included herein as attachment 1.

Price/Invoice and Payment:

TRW shall invoice the COUNTY monthly, for work performed in accordance with this Work Order, by Labor Category and rate contained in TRW's proposal. The prices for the services rendered and or supplies delivered under this Work are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: CoreStates Bank. NA
TRW, Inc. (BDM)
PO Box 8500-S-5740
Philadelphia PA 19178-5740

Completion Date:

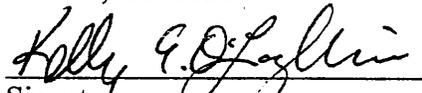
The Services in this Work Order shall begin immediately upon the execution of this agreement and ending on January 31, 2002 or completion of the assigned tasks whichever occurs first.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff dated December 11, 2000, from the TRW Cost Proposal.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

TRW, Inc.
410 17th Street, Suite 1500
Denver, CO 80202

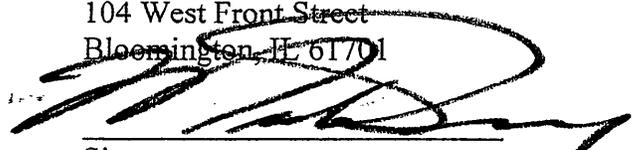


Signature

Kelly O'Loughlin
Printer or Typed Name

Manager, Contracts
Title

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701



Signature

Michael F. Sweeney
Printed or Typed Name

County Board Chairman
Title

TRW proposal for Work Order # 9.

The TRW proposal represents a Fixed Price Proposal to McLean County. The following required tasks are necessary to complete the work order, based on the requirements, identified in attachment #2.

<u>Task</u>	<u>Price</u>
Development	\$ 42,089.00
Design	\$ 23,238.00
Quality Assurance / Testing	\$ 21,742.00
Documentation	\$ 2,108.00
Training	\$ 7,900.00
Rollout Support	\$ 19,340.00
Project Management	\$ 17,476.00
Travel Costs	\$ 4,720.00
Total Work Order Price	<hr/> \$ 138,613.00

TRW used the following known requirements as a basis to prepare the Automated Disposition Reporting fixed price proposal for McLean County. The requirements comply with Tabs 1 and 8 of the State of Illinois Automated Disposition Reporting data dictionary.

TRW understands the importance of maintaining the baseline schedule as a mechanism to control costs. Therefore, as new requirements are discovered during the performance of this Work Order, they may be added to the original baseline requirements document through the change order procedure as addendum's. Each additional requirement will be proposed using the appropriate labor rates for professional services and will include the detailed impacts to the baseline schedule. No effort against new requirements will begin without prior written authorization from the county.

Automated Disposition Reporting Requirements

- 1) According to Phyllis Nelson, the State of Illinois only requires Counties to comply with Tab 1 and Tab 8 of the Automated Disposition Reporting (ADR) dictionary published by the State Of Illinois. The information from Tab 1 and Tab 8 of the State of Illinois Automated Disposition Reporting data dictionary have been attached for reference.
- 2) The County would need the ability to produce an ASCII type file from E*JS to send electronically to the State of Illinois. The production of the ASCII file should save the output data to a new Table so the County will be able to run ad-hoc queries and produce hard copy reports. ASSUMPTION: There is no requirement to capture and perform any error handling to be received from the state. The Table will be used to track ADR records, when they were created, by what user and when they were sent.
- 3) An additional requirement is to flow through the DCN number from the field arrest screen to the Case number. This would be a one to many relationship (One DCN could be related/linked to several cases). The majority of offenses would have only one DCN per arrest but there can be cases that have multiple DCN per arrest such as warrants, etc. The way these are manually reported is that the Clerks Office enters a special disposition code to designate the DCN as a duplicate and the original disposition is reported on the first DCN. For cases having multiple DCN's the application should report the final disposition on the first DCN generated for the Case/Arrest Card and the other DCNs would report the duplicate disposition code. The application should pull the duplicate disposition value from the E*JS maintenance Table.
- 4) Include the ability to track revised dispositions and the ability to resubmit the dispositions to the State. A revised disposition would be classified as a change to a disposition that has already been submitted to the State on a previous ADR.
- 5) Add an List of Values (LOV) to the Citation screen for placarded vehicles.

- 6) Add new processing of lesser included charge or amended charge processing.
- 7) Clerks office-Need a field of status date added to the count level for all court cases. This is needed to accurately indicate the status of counts for traffic and DT cases. Some counts may be closed at the same time others are open. This will be necessary to allow automated disposition reporting. When the user attempts to close the case a prompt should be displayed to ask the user if they wish to close all of the counts on the case. If the user selects no then the case status should remain open.
- 8) Determining Elements 158-167.

This requires the following new columns be added to the Charge Disposition and Sentence type Tables. SOS (Secretary of State), SPC (State Police Traffic), SPT (State Police Criminal), MIN (Mandatory Insurance), SFR (Safety and Family Responsibility).

The reporting requirements for the each element would be as follows.

#158 - This would be reported if the SOS column(data element) on the Offense Table has a value and the SOS (Secretary of State) column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge Dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#159 - This would be reported if the SOS column(data element) on the Offense Table has a value and the SPC (State Police Traffic) column on the Charge Disposition or Sentence Type Table has a value and the Agency Code on the Citation is identified as State Police (This would require an E*JS maintenance entry to allow multiple values to define which Police agencies are State Police Agencies. There may be different agencies for separate divisions of the State Police). Also, See Requirements for Data element #67 Charge Dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#160 - This would be reported if the BOI column(data element) on the Offense Table has a value and the SPT (State Police Criminal) column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge Dispositions and Data element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#161- This would be reported if the SOS column(data element) on the Offense Table has a value and the MIN (Mandatory Insurance) column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge Dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

#162- This would be reported if the SOS column(data element) on the Offense Table has a value and the SFR (Safety and Family Responsibility column on the Charge Disposition or Sentence Type Table has a value. Also, See Requirements for Data element #67 Charge dispositions and Data Element #72 Sentence Type for a mapping of which dispositions and sentences should get submitted.

Data Elements 163 - 167 are undetermined at this time. These may be needed in the future.

- 9) Determining element 169. This would default to a value of (CIR) for McLean County. This should be a maintenance Table setting.
- 10) Determine Element 171. This will be Determine by using citation type.
- 11) Determine Child Support Account Number by using miscellaneous Id field on Person Screen.
- 12) The Clerk's office needs a field to capture the status and date at the charge count level on the case person management screen for all court cases. The status field is needed for automated disposition reporting to accurately indicate the status of all charge counts for traffic and DT case types.

Additionally, some charge counts may be closed at the same time others are open. When the user attempts to close the case a prompt should be displayed to ask the user if they wish to close all of the charge counts on the case. If the user selects no then the case status should remain open. Also the status field should be it's own separate field in case the user wish to turn the display on or off.



INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

CHANGE ORDER #5
WORK ORDER #4

This Change Order to Work Order 4 defines certain Services and Materials to be provided by TRW Inc hereinafter referred to as "TRW", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and TRW.

Change Order Topic:

- 1) Extend the period of performance from March 1, 2001, to December 31, 2001.
- 2) Authorize the purchase of an additional week of End User Training on the TriTech CAD system.

Objectives of the Change Order:

To provide services and materials on a time and materials basis for the development and implementation of computer applications software and associated materials. The objective of this Change Order is to support two major initiatives authorized by Work Order 4:

- Implementation of a Computer Aided Dispatch (CAD) system.
- Modification of the Integrated Justice Information System to support information sharing with the CAD.

Location of Services:

At the offices of the COUNTY, TRW's corporate offices, and such other facilities necessary or useful for the implementation of the System

Activities to be Performed:

There is no change in the Work Order #4 activities to be performed.

Type and Description of Materials to be developed/provided:

There is no change in the Work Order #4 Materials.

Deliverable Materials:

There is no change in the Work Order #4 deliverables.

Price/Invoice and Payment:

TRW shall invoice the COUNTY in accordance with the payment plan detailed in Attachment 1. The prices for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products. The COUNTY agrees to make payment in accordance with the payment plan identified in Attachment 1 or at NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Labor charges with supporting data as follows:
 - (i.) period of performance covered by invoice;
- (d) Current and cumulative breakdown of material charges and Other Direct Costs.
- (e) Current at cost and cumulative breakdown of travel and travel related costs with receipts supporting individual items in excess of \$25. TRW will provide the same level of detail on the invoices that it has provided in Phase I invoices.
- (f) Charges shall be segregated and billed separately for work performed under each Work Order issued. Costs of performing work set forth in one Work Order shall not be chargeable or payable under any other Work Order.
- (g) Invoice number, date, and total amount billed
- (h) Payment will be mailed to: TRW S&ITG
First Union National Bank
P.O. Box 8500-S-6365
Philadelphia, PA 19178-0001

Payments by wire should be sent to the following:
TRW S&ITG
First Union National Bank
Account #2100013108017

Completion Date:

The Services in this Change Order shall begin immediately upon the execution of this document and will be performed during the period from March 1, 2001 through December 31, 2001. Execution of this Change Order by the COUNTY constitutes written notice and authorization to TRW that Work Order #4 services can continue through this period.

Total Fee:

The total price increase for Work Order #4, for increased travel and to purchase an additional week of CAD end user training is estimated to be \$22,464.00 dollars.

The COUNTY shall reimburse TRW for actual and reasonable out-of-pocket expenses for travel and living costs estimated at \$16,908.00, which is included in the total estimated fees above. TRW shall submit to the COUNTY on a periodic basis copies of receipts supporting such



expenses for each item in excess of twenty-five Dollars (\$25.00) in the same format and detail as the invoices in Phase I of the IJIS Project.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by TRW and the COUNTY and shall be performed by TRW at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff dated TBD, from the TRW Cost Proposal.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

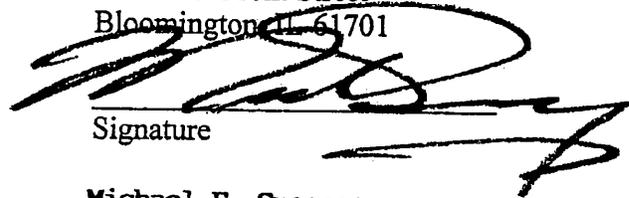
TRW, Inc.
410 17th Street, Suite 1500
Denver, CO 80202


Signature

Kelly E. O'Loughlin
Printer or Typed Name

Manager, Contracts
Title

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701


Signature

Michael F. Sweeney
Printed or Typed Name

County Board Chairman
Title

Members Sommer/Johnson moved the County Board approve a Request for Approval of TRW Work Order 9 - Master Consulting Services Contract and TRW Change Order 5 to Work Order 4. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

PROGRAM TITLE: Accelerated Dispositions Program

AGREEMENT NUMBER: 4801.22

PREVIOUS AGREEMENT NUMBER(S): 4791

ESTIMATED START DATE: January 1, 2000

SOURCES OF PROGRAM FUNDING:

Anti Drug Abuse Act (FFY98) Funds: \$ 54,862

Matching Funds: \$ 18,287

Non-match: \$ 2,682

Total: \$ 75,831

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

ADDRESS: 104 W. Front Street
Bloomington, Illinois 61701

IRS TAX IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Gary Riss
TITLE: McLean County Board Chairman
TELEPHONE: 309/888-5110

PROGRAM FINANCIAL OFFICER: James E. Boylan
TITLE: McLean County Treasurer
TELEPHONE: 309/888-5180

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

ADDRESS: 104 W. Front Street
Bloomington, Illinois 61701

PROGRAM DIRECTOR: Charles G. Reynard
TITLE: McLean County State's Attorney
TELEPHONE: 309/888-5400

FISCAL CONTACT PERSON: Charles G. Reynard
AGENCY: McLean County State's Attorney
TITLE: 309/888-5400
TELEPHONE:

PROGRAM CONTACT PERSON: Charles G. Reynard
TITLE: McLean County State's Attorney
TELEPHONE: 309/888-5400

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 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 the County of McLean on behalf of the Office of the State's Attorney, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, Illinois 61701, for implementation of the Accelerated Dispositions 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 Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds: and

WHEREAS, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 1998:

- 1) Support prevention programs that help youth recognize the true risks associated with violent crime and drug use and that target youth to reduce their use of violence, illicit drugs, alcohol and tobacco products;
- 2) Support programs that strengthen multi-agency linkages at the community level among prevention, treatment and criminal justice programs, as well as other supportive social services, to better address the problems of violence and drug abuse;
- 3) Support programs that enhance treatment effectiveness, quality and services so that those who need treatment can receive it;
- 4) Support programs that reduce drug-related crime and violence;
- 5) Support research that identifies "what works" in drug treatment and the prevention of drug use and violent crime, and develop new information about drug use and violent crime and their consequences; and
- 6) Support programs that promote the efficiency and effectiveness of the criminal justice system; and

WHEREAS, if this agreement is for the implementation of a multijurisdictional narcotics unit program, the Implementing Agency has entered into an intergovernmental agreement with the Department of State Police and other units of local government to participate in a multijurisdictional narcotics unit for the purpose of enforcing narcotics abuse laws and investigating streetgang related offenses, and intends to act as the agent for all other units of government participating in the multijurisdictional narcotics unit with respect to receipt of such funds; and

WHEREAS, the Authority designated the County of McLean on behalf of the Office of the State's Attorney 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 County of McLean on behalf of the Office of the State's Attorney as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies problems related to drug and violent crime law enforcement 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 January 1, 2000 through December 31, 2000.

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. 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 5. 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 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$54,862 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching 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 6. MATCH

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. However, if the Implementing Agency is a State agency, the non-federal share of the program costs described in Exhibit B may be matched through the award of general revenue funds, appropriated to the Authority by the Illinois General Assembly specifically for this purpose.

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 7. 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 8. NON-SUPPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant State or local funds, but will be used to increase the amounts of funds that, in the absence of these federal and matching funds, would be made available to the Implementing Agency for drug law enforcement or violent crime control activities.

SECTION 9. REPORTING REQUIREMENTS

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

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

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

The Implementing Agency agrees to comply with the National Institute of Justice Guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Anti-Drug Abuse Act of 1988. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. 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 which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable 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 should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), 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 less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, 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.

The Implementing Agency agrees to comply with the 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.

SECTION 12. 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 13. MAINTENANCE OF RECORDS

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

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 14. 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 15. 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 within 30 days of completion.

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 9 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 16. 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 17. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 18 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*. 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, the terms of this section must be met.

Prior to obligating federal grant or matching funds, the Implementing Agency must determine if any of the following activities will be related to the use of 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 federal grant or matching funds, or is funded with federal grant or matching funds:

- 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, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SECTION 18. 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 20 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 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- 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.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 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; and EPA regulations (40 CFR Part 15).
- 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.
- 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 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 20 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any 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 as directed by the Authority.

SECTION 20. 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;
- 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 21. 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 Anti-Drug Abuse Act of 1988. 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.

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

SECTION 22. BRIBERY AND FELONY CONVICTION

The Implementing Agency certifies that it is not barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500).

SECTION 23. ASSIGNMENT

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

SECTION 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 be liable for the performance, acts or omissions of any person, organization,

partnership or corporation with which it contracts, to the extent permitted by law; and shall be responsible for assuring 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 of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates.

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: the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 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, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

As applicable, the Implementing Agency shall operate in conformance with the following State drug laws and rules:

- The following Acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150;
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5;
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

As applicable, the Implementing Agency shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

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

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION.

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

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or

violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

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

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 32. 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 Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

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

SECTION 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 ADAA 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 programs or projects funded in whole or in part with ADAA 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 # (contact the Authority for the proper grant number), awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 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 on behalf of the Office of the State's Attorney

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. 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 37. 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 38. 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 39. 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 40. 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 40.5 SPECIAL CONDITIONS

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;

*County of McLean on behalf of the Office of the State's Attorney
Accelerated Dispositions Program
Agreement #4801.22*

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

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

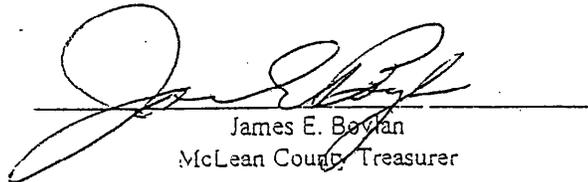
SECTION 41. ACCEPTANCE

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

Candice M. Kane
Executive Director
Illinois Criminal Justice Information Authority
Date



Michael F. Sweeney
McLean County Board Chairman
05/15/01
Date



James E. Boylan
McLean County Treasurer
5/16/01
Date

Charles G. Reynard
McLean County State's Attorney
Date

PROGRAM TITLE: Accelerated Dispositions Program

AGREEMENT NUMBER: 4975

PREVIOUS AGREEMENT NUMBER(S): 4791, 4801, 22

ESTIMATED START DATE: January 1, 2001

SOURCES OF PROGRAM FUNDING:

Anti Drug Abuse Act (FFY99) Funds: \$ 55,399

Matching Funds: \$ 18,466

Non-match \$ 2,387

Total: \$ 76,252

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

ADDRESS: 104 W. Front Street
Bloomington, Illinois 61701

IRS TAX IDENTIFICATION NUMBER: 37-6001569

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

PROGRAM FINANCIAL OFFICER: James E. Boylan
TITLE: McLean County Treasurer
TELEPHONE: 309/888-5180

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

ADDRESS: 104 W. Front Street
Bloomington, Illinois 61701

PROGRAM DIRECTOR: Charles G. Reynard
TITLE: McLean County State's Attorney
TELEPHONE: 309/888-5400

FISCAL CONTACT PERSON: Charles G. Reynard
AGENCY: McLean County State's Attorney
TITLE: 309/888-5400
TELEPHONE:

PROGRAM CONTACT PERSON: Charles G. Reynard
TITLE: McLean County State's Attorney
TELEPHONE: 309/888-5400

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 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 the County of McLean on behalf of the Office of the State's Attorney, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, Illinois 61701, for implementation of the Accelerated Dispositions 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 Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 1999:

1. Support prevention programs that help youth recognize the true risks associated with violent crime and drug use and that target youth to reduce their use of violence, illicit drugs, alcohol and tobacco products.
2. Support programs that strengthen multi-agency linkages at the community level among prevention, treatment and criminal justice programs, as well as other supportive social services, to better address the problems of drug abuse.
3. Support programs that enhance treatment effectiveness, quality and services so that those who need treatment can receive it.
4. Support programs that reduce drug related crime and violence.
5. Support research that identifies "what works" in drug treatment and the prevention of drug use and violent crime, and develop new information about drug use and violent crime and their consequences.
6. Support programs that promote the efficiency and effectiveness of the criminal justice system.
7. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principals of balanced and restorative justice.

WHEREAS, if this agreement is for the implementation of a multijurisdictional narcotics unit program, the Implementing Agency has entered into an intergovernmental agreement with the Department of State Police and other units of local government to participate in a multijurisdictional narcotics unit for the purpose of enforcing narcotics abuse laws and investigating streetgang related offenses, and intends to act as the agent for all other units of government participating in the multijurisdictional narcotics unit with respect to receipt of such funds; and

WHEREAS, the Authority designated the County of McLean on behalf of the Office of the State's Attorney 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 County of McLean on behalf of the Office of the State's Attorney as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies problems related to drug and violent crime law enforcement 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 January 1, 2001 through December 31, 2001.

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.

However, no funds will flow under this agreement for the period of October 1, 2001 through December 31, 2001, unless and until the State of Illinois receives written approval of an extension to the funding period for the *Edward Byrne Memorial Formula Grant Program* (99-DB-BX-0017) 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.

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. 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 5. 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 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$55,399 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching 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 6. MATCH

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. However, if the Implementing Agency is a State agency, the non-federal share of the program costs described in Exhibit B may be matched through the award of general revenue funds, appropriated to the Authority by the Illinois General Assembly specifically for this purpose.

Failure of the Implementing Agency to apply non-federal financial support to the program costs described in

Exhibit B in the amount of at least \$18,466 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

SECTION 7. 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 8. NON-SUPPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant State or local funds, but will be used to increase the amounts of funds that, in the absence of these federal and matching funds, would be made available to the Implementing Agency for drug law enforcement or violent crime control activities.

SECTION 9. REPORTING REQUIREMENTS

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

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

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

The Implementing Agency agrees to comply with the National Institute of Justice Guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Anti-Drug Abuse Act of 1988. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. 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 which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable 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 should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), 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 less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, 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.

The Implementing Agency agrees to comply with the 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.

SECTION 12. 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 13. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the

agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

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 14. 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 15. 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 within 30 days of completion.

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 9 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 16. 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 17. 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 19 and 25 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 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- 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.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 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; and EPA regulations (40 CFR Part 15).
- 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.
- 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 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 18 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any 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 as directed by the Authority.

SECTION 19. 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 VII of the Civil Rights Act of 1964, as amended;
- 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 20. 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 Anti-Drug Abuse Act of 1988. 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.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information

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

SECTION 21. ASSIGNMENT

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

SECTION 22. 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 be liable for the performance, acts or omissions of any person, organization, partnership or corporation with which it contracts, to the extent permitted by law; and shall be responsible for assuring 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 of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates.

SECTION 23. 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 24. 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 25. 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: the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Anti-Drug Abuse Act of 1988, the Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document, 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, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

As applicable, the Implementing Agency shall operate in conformance with the following State drug laws and rules:

- The following Acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150;
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5;
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

As applicable, the Implementing Agency shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

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 26. 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 27. 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, 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 28. 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 29. 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 30. 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 31. COPYRIGHTS, PATENTS

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

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

SECTION 32. 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 ADAA 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 programs or projects funded in whole or in part with ADAA 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 # (*contact the Authority for the proper grant number*), awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 33. 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 on behalf of the Office of the State's Attorney

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 34. DISPOSITION REPORTING

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

SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

SECTION 36. 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 37. 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 38. 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 38.5 SPECIAL CONDITIONS

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

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

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

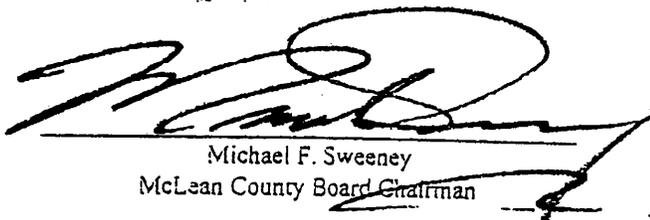
SECTION 38.6 SPECIAL CONDITIONS -- REVISION OF PROGRAM NARRATIVE

No federal funds will flow pursuant to this agreement until the revisions to the Program Narrative detailed in the attached letter have been reviewed and approved by the Executive Director of the Authority.

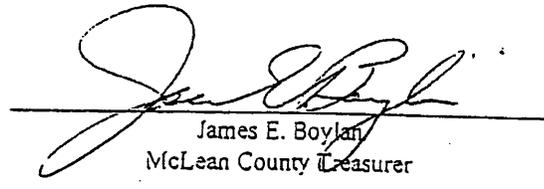
SECTION 39. ACCEPTANCE

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

Candice M. Kane
Executive Director
Illinois Criminal Justice Information Authority
Date



Michael F. Sweeney
McLean County Board Chairman
05/15/01
Date



James E. Boylan
McLean County Treasurer
5/16/01
Date

Charles G. Reynard
McLean County State's Attorney
Date

Members Sommer/Johnson moved the County Board approve a Request for Approval of Illinois Criminal Justice Information Authority Grant Renewal for the Accelerated Dispositions Program - Fiscal Year 2000 and Illinois Criminal Justice Information Authority Grant Renewal for the Accelerated Dispositions Program - Fiscal Year 2001 - State's Attorney's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sommer, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
RECOMMENDING THAT THE SERVICES PROVIDED BY THE
PUBLIC DEFENDER'S OFFICE AND
FUNDED BY THE DRUG AND VIOLENT CRIME DEFENSE FUND GRANT
BE CONTINUED AFTER THE EXPIRATION OF THE GRANT**

WHEREAS, for the past four years, the Public Defender's Office has received grant funding from the Illinois Criminal Justice Information Authority to provide certain services under the Drug and Violent Crime Defense Grant; and,

WHEREAS, the Public Defender's Office has learned that the Illinois Criminal Justice Information Authority does not plan to renew the Drug and Violent Crime Defense Grant beyond July 31, 2001, the termination date for the grant; and,

WHEREAS, pursuant to the County Board's approved policy on providing continued County funding when a Federal or State grant ends, the Public Defender presented justification to the Justice Committee for continuing the services provided after the grant funding ends on July 31, 2001; and,

WHEREAS, the Public Defender requested that the Justice Committee approve continued County funding for the program of services provided under the Drug and Violent Crime Defense Grant after the grant funding ends on July 31, 2001; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, May 7, 2001, recommended approval of the Public Defender's request to provide continued County funding for the program of services that have been funded and provided under the Drug and Violent Crime Defense Grant, after the grant funding ends on July 31, 2001 for a period of one additional year; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The Public Defender's request to provide continued County funding for the programs of services that have been funded and provided under the Drug and Violent Crime Defense Grant is hereby approved for a period of one additional year.
- (2) The Public Defender is hereby requested to provide a written report on the impact of the programs and services to the Justice Committee at the end of the first year of County funding.
- (3) The Justice Committee is hereby directed to review this program and the services provided by the program at the end of the first year of County funding.

(2)

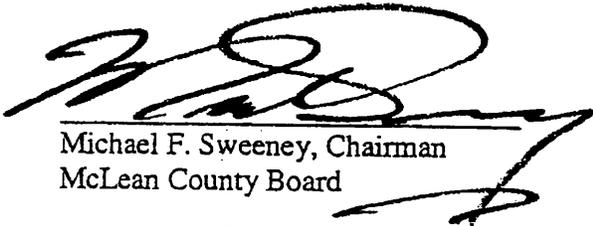
(4) The County Clerk is hereby requested to forward a certified copy of this Resolution to the Public Defender, the County Auditor, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sommer/Nuckolls moved the County Board approve a Resolution Recommending that the Services Provided by the Public Defender's Office and Funded by the Drug and Violent Crime Defense Fund Grant be Continued After the Expiration of the Grant - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE COUNTY AUDITOR
TO APPROVE AND MAKE AUTOMATIC LINE-ITEM ACCOUNT TRANSFERS
FROM THE CAPITAL OUTLAY LINE-ITEM ACCOUNTS
TO THE MATERIAL AND SUPPLIES LINE-ITEM ACCOUNTS
FOR ALL ITEMS PURCHASED WITH A VALUE FROM \$200.00 TO \$999.99**

WHEREAS, the McLean County Board, at its regular meeting on March 20, 2001, approved an Amendment to the Resolution Authorizing and Directing the McLean County Auditor to establish Methods and Procedures for Reporting and Accounting of Fixed Assets (the "Amendment"); and,

WHEREAS, the Amendment approved by the County Board established the value of fixed assets to be recorded on the fixed assets inventory at \$1000.00; and,

WHEREAS, the County Auditor has further recommended that for the remainder of Fiscal Year 2001, the County Auditor be authorized to make automatic line-item account transfers from the Capital Outlay line-item accounts to the Material and Supplies line-item accounts for all items with a value from \$200.00 to \$999.99, pursuant to the Amendment approved by the County Board and in accordance with the Fiscal Year 2001 Adopted Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, the Finance Committee, at its regular meeting on May 1, 2001, recommended approval of the County Auditor's recommendation that, for the remainder of Fiscal Year 2001, the County Auditor be authorized to make automatic line-item account transfers from the Capital Outlay line-item accounts to the Material and Supplies line-item accounts for all items with a value from \$200.00 to \$999.99, pursuant to the Amendment approved by the County Board and in accordance with the Fiscal Year 2001 Adopted Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) For the remainder of Fiscal Year 2001, the County Auditor is hereby directed and authorized to make automatic line-item account transfers from the Capital Outlay line-item accounts to the Material and Supplies line-item accounts for all items with a value from \$200.00 to \$999.99, pursuant to the Amendment approved by the County Board and in accordance with the Fiscal Year 2001 Adopted Combined Annual Appropriation and Budget Ordinance.
- (2) The effective date of this Resolution shall be the date of approval and adoption by the McLean County Board.
- (3) The County Clerk is hereby directed to forward a certified copy of this

(2)

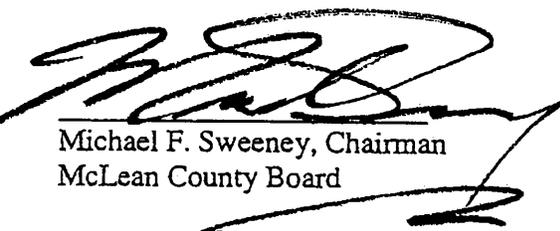
Resolution to the County Auditor, the First Civil Assistant State's Attorney,
and the County Administrator.

ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Renner moved the County Board approve a Request for Approval of Automatic Transfers from the Capital Item Accounts to the Operational Account for All Items Valued from \$200.00 to \$999.00 - County Auditor's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2001
Combined Annual Appropriation and Budget Ordinance
County Clerk's Document Storage Fund 0164
County Clerk's Office 0005**

WHEREAS, the McLean County Board, on November 21, 2000, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2001 Fiscal Year beginning January 1, 2001 and ending December 31, 2001; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the County Clerk's Document Storage Fund 0164; and,

WHEREAS, pursuant to a legal opinion issued by the Illinois Attorney General's Office, the County Clerk is permitted to use the fee income generated by the Document Storage Fee to pay for personnel expenses employed to assist the County Clerk with the automation of the Vital Records maintained by the County Clerk's Office; and,

WHEREAS, the Finance Committee, at its regular meeting on May 1, 2001, recommended to the County Board approval of the request received from the County Clerk to amend the fiscal year 2001 adopted budget of the County Clerk's Document Storage Fund 0164 to add an occasional/seasonal employees line-item account; and,

WHEREAS, the Finance Committee, at its regular meeting on May 1, 2001, approved and recommended to the County Board an Emergency Appropriation Ordinance budget amendment in the amount of \$ 14,637.00 to cover the salary expense for the occasional/seasonal employees for the period from May 1, 2001 through December 31, 2001; ~~and~~, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to amend the fiscal year 2001 Combined Annual Appropriation and Budget Ordinance of the County Clerk's Document Storage Fund 0164 by creating a new line-item account for Occasional/Seasonal Employees and adjusting the line-item account for Contract Services as follows:

	<u>ADOPTED</u>	<u>AMENDED</u>
County Clerk's Office		
Occasional/Seasonal Employees		
0164-0005-0007-0516.0001	\$ 0.00	\$14,637.00

100

(2)

	<u>ADOPTED</u>	<u>AMENDED</u>
County Clerk's Office Contract Services 0164-0005-0007-0706.0001	\$ 18,822.00	\$4,185.00

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor and the County Administrator.

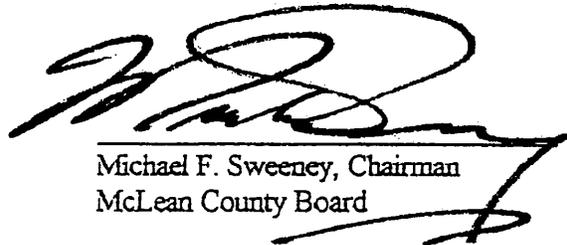
ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman
McLean County Board

Members Sorensen/Emmett moved the County Board approve an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2001 Combined Annual Appropriation and Budget Ordinance, County Clerk's Document Storage Fund 0164, County Clerk's Office 0005 - County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING THE PUBLIC DEFENDER
TO APPLY THE IMPACTED POSITION PERSONNEL POLICY
TO RETAIN AN INCUMBENT STAFF MEMBER

WHEREAS, the Public Defender wishes to retain an incumbent, experienced felony trial attorney; and,

WHEREAS, on the date of hire in December, 1998, the Public Defender did not apply the Impacted Position Personnel Policy when recruiting this staff member; and,

WHEREAS, the Public Defender requested authorization from the Finance Committee to apply the Impacted Position Personnel Policy at this time in an effort to retain an incumbent, experienced felony trial attorney; and,

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, May 1, 2001, approved the request of the Public Defender to apply the Impacted Position Personnel Policy at this time in an effort to retain an incumbent, experienced felony trial attorney; now, therefore,

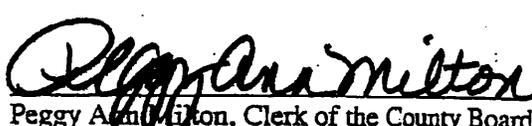
BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That the Public Defender is hereby authorized to apply a 27-step adjustment under the Impacted Position Personnel Policy at this time in an effort to retain an incumbent, experienced felony trial attorney.
- (2) That the Public Defender is directed to work with the County Administrator's Office in preparing the Impacted Position Personnel Policy salary step adjustment.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Public Defender, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 15th day of May, 2001.

ATTEST:

APPROVED:


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


Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/pubdef_impactadjretro.may

Members Sorensen/Emmett moved the County Board approve a Resolution Authorizing the Public Defender to Apply the Impacted Position Personnel Policy to Retain an Incumbent Staff Member - Public Defender's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

102

Member Sorensen, Chairman, presented the following:

MCLEAN COUNTY REVISED CODE BUDGET POLICY RESOLUTION

CHAPTER 12 - BUDGET

**RESOLUTION ESTABLISHING THE BUDGET POLICY
FOR FISCAL YEAR 2002**

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and

WHEREAS, the Executive Committee has determined that, in order to achieve this end in all County programs, a three year budget be developed beyond the next subsequent Budget; and,

WHEREAS, based on the receipt of revenues anticipated for the next fiscal year and the need for careful study of both revenues and expenditures for the period 2002-2005, the Executive Committee recommended certain budget policies be adopted for Fiscal Year 2002; now, therefore,

BE IT RESOLVED by the County Board of McLean County, Illinois, that the following policies are hereby adopted and applied to all McLean County departments for the submission, review and preparation of the Fiscal Year 2002 Budget and the proposed Three Year Budget.

12.21 COUNTY SERVICES

12.21-1 New Services shall be considered in the following order of priority:

- (A) State or federal law specifically mandates such action and imposes penalties on County government for failure to provide such services; or
- (B) The Oversight Committee and the Executive Committee recommend and the County Board approves the proposed new services and/or implementation of certain changes based upon analysis of existing programs, processes, and procedures.

12.22 REVENUE

12.22-1 Property Tax and Other Revenue

- (A) Real property taxes and all other 2002 revenues shall be sufficient to meet required expenditures for Fiscal Year 2002, with the following recommendation:

(3)

months of the fiscal year and to maintain fiscal stability, an unencumbered fund balance equal to not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance shall be maintained in the Corporate General Fund.

- (B) Upon approval by the County Board, the aggregate amount of the unencumbered fund balance in the Corporate General Fund and the Working Cash Fund shall be available for transfer to other Special Revenue Funds, Fiduciary Funds and the Enterprise Fund in order to meet necessary operating expenditures during the first five months of the fiscal year and to maintain the fiscal stability of the Special Revenue Funds, Fiduciary Funds and Enterprise Fund.
- (C) If the unencumbered fund balance in the Corporate General Fund exceeds the recommended minimum level of not less than 10% of the County's total Combined Annual Budget and Appropriation Ordinance, after review of the audited accrued fund balance as reported in the Outside Auditor's Comprehensive Annual Financial Report for the prior fiscal year, and upon approval of the County Board at the regular meeting in June and/or July, these excess funds may be appropriated for specific capital improvement projects and for specific software development and related computer hardware expenses related to the Integrated Justice Information System Project, and to the Law and Justice Center Debt Service Fund for the annual debt service payment to the Public Building Commission.
- (D) In the Special Revenue Funds, every effort shall be made to keep the year-end unencumbered fund balance at a minimum level taking into account the need for Working Cash.
- (E) In accordance with the provisions of the Downstate Working Cash Fund Act (55 ILCS 5/6-29001 - 29007), a Working Cash Fund line-item account may be established in the General Fund and the Special Revenue Funds where needed. Monies appropriated in this line-item account shall be transferred to the Working Cash Fund by action of the County Board.
- (F) In order to protect the long term viability of the Employee (Health) Benefit Fund, rate schedules for employees and the per capita cost assessed to each department for self-insured health plans, if any, shall provide a fund balance of no less than 100% of the difference between the expected claims' cost and the County's maximum exposure for claims, i.e. the aggregate attachment point, in the County's self-insured health coverage plan.

(4)

12.24 CONTINGENCY

12.24-1 Contingency

- (A) Upon the recommendation of the County Administrator, a contingency line-item account, not to exceed five percent (5%) of the total appropriations in each fund, may be established in each fund in the Fiscal Year 2002 Budget to cover emergencies and unanticipated expenditures.
- (B) The Executive Committee shall make recommendations for approval by the County Board on all transfers from the Contingency line-item account. The Contingency line-item account in each fund shall only be used as a transfer account.

12.25 CAPITAL IMPROVEMENTS AND CAPITAL EQUIPMENT PURCHASES

12.25-1 Capital Improvements

- (A) Recognizing the need for the County to plan for future capital improvement projects and the replacement of depreciated capital fixed assets, there shall be established as a part of the Fiscal Year 2002 Budget a Five-Year Capital Improvement Budget.
- (B) The County Administrator shall prepare the recommended Five-Year Capital Improvement Budget for review and approval by the Oversight Committees and County Board.
- (C) To establish and fund the Capital Improvement Budget, the County Board shall appropriate monies from the unencumbered fund balance of the Corporate General Fund and such other Special Revenue Funds as appropriate.

12.25-2 Capital Equipment Purchases

- (A) Recognizing the need for the County to purchase capital equipment in a cost effective and efficient manner, the purchase of the following capital equipment items shall be consolidated in a single Countywide bid document:
 - (1) Purchase of Furnishings/Office Equipment;
 - (2) Lease/Purchase of Office Equipment;
 - (3) Purchase of Computer Equipment;
 - (4) Lease/Purchase of Computer Equipment;

(5)

(5) Purchase of Computer Software;

- (B) Within the General Corporate Fund, the annual appropriation for the Purchase of Vehicles shall be consolidated in one line-item account in a Fleet/Vehicle Program in the departmental budget of the County Board. All County offices and departments within the General Corporate Fund shall be required to submit budget requests for the Purchase of Vehicles to the County Board.

Upon the approval and adoption of the Annual Budget, the County Board shall prepare one consolidated Bid Document for the purchase of all vehicles in the General Corporate Fund.

12.26 ADMINISTRATIVE FEES FOR SPECIAL REVENUE FUNDS

12.26-1 Administrative Fees for Special Revenue Funds

- (A) Administrative service fees or surcharges for central services (e.g. data processing, payroll, accounting, personnel, budgeting, records management) which are provided by County Offices/Departments in the General Fund shall be assessed to the Special Revenue funds.

12.27 PERSONNEL

12.27-1 Staffing Levels

- (A) Departmental staffing shall be identified in the proposed Fiscal Year 2002 Budget and shall be approved by each Oversight Committee and the Executive Committee, prior to final action by the County Board.

12.27-2 Employee Compensation

- (A) The needs of the County to attract and retain qualified employees require that employee salaries be budgeted in accordance with the County's Personnel Policies and Procedures Ordinance.
- (B) Principles of equity vis-a-vis the approved contract increases for bargaining units in Fiscal Year 2001, the general impact of inflation and employee morale shall be considered in determining any increases in compensation.
- (C) The County's General ~~and Professional Grade~~ Compensation Plan for Non-Union Employees, adopted by the County Board on ~~December 20, 1994~~

(6)

May 16, 2000 and effective on ~~January 1, 1995~~ July 1, 2000, shall govern the preparation of the Fiscal Year 2002 Budget.

- (D) ~~As a result of the Comprehensive Study of the County's Position Classification Schedules and Compensation System by Public Administration Services, McLean, Virginia, departmental requests for position reclassifications and/or salary upgrades will not be considered in the Fiscal Year 2001 Budget.~~
- (E) Employees who are not regularly scheduled may receive an increase if the department so requests, in accordance with Schedule A, the Calendar for Preparation of the Fiscal Year 2002 Budget, and the County Administrator's Office agrees with this request. Such requests shall be subject to the review and approval of the Finance Committee.
- (F) The Oversight Committee for all personnel actions which impact on the County's Position Classification Schedules and Compensation System policies, such as reclassifications, salary re-grades, and the creation of new position classifications, shall be the Finance Committee. During the review and consideration of the Fiscal Year 2002 Budget, the Oversight Committee for all other personnel actions, such as the number of employees budgeted within an existing position classification, shall be that department's regular Oversight Committee
- (G) All requests for new positions shall be submitted in writing, using the New Position Request Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:
- (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (H) Requests for reclassifications of current positions shall be submitted in writing, using the Position Reclassification Form, to the Office of the County Administrator for evaluation and review. The Office of the County Administrator shall be responsible for reviewing and analyzing the request and the rationale of the department head, and recommending to the appropriate Oversight Committee and then to the Executive Committee that:

(7)

- (1) the request be approved and the reasons/justification for approval; or
 - (2) the request be denied and the reasons/justifications for denial at this time.
- (I) All requests for reclassification of current positions and/or salary regrade(s) shall be reviewed using the Position Appraisal Method (PAM) factors and methodology employed by Public Administration Service, Inc. (PAS) during their comprehensive study of the County's position classification system.
- (J) This policy shall also apply to any requests for new positions submitted at any time during the fiscal year. All such requests shall be reviewed by the Finance Committee prior to being recommended to the Executive Committee and the County Board.

12.28 COMPLIANCE WITH BUDGET PROCEDURES

- (A) All County departments shall prepare and submit their Fiscal Year 2002 Budget requests in accordance with the Fiscal Year 2002 Budget Calendar (see Schedule A attached).
- (B) At any identified deadline, failure to provide the required data will result in a computer generated budget for that incomplete section(s), which will represent Fiscal Year 2001 budgeted expenditures/revenues less any known non-recurring expenditures.

12.29 FISCAL YEAR 2002 BUDGET ADOPTION

- (A) Pursuant to the Rules of the McLean County Board, the Executive Committee shall submit the Fiscal Year 2002 Budget to the County Board for adoption in accordance with the budget calendar.
- (B) In order to facilitate Committee deliberations, each Oversight Committee shall receive the complete proposed budget, including all departments and all funds, and any additional fiscal information deemed necessary and appropriate for budget review.

12.30 EFFECTIVE DATE AND REPEAL

- (A) This resolution shall supersede the Fiscal Year 2001 Budget Policy Resolution.

(8)

ADOPTED by the County Board of McLean County, Illinois, this 15th day of May, 2001.

ATTEST:

APPROVED:



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



Michael F. Sweeney,
Chairman
McLean County Board

e:\budget\bud2002_policy.res

Members Sorensen/Nuckolls moved the County Board approve a Resolution Establishing Fiscal Year 2002 Budget Policy. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the Board acted to extend a program that was originally started by a grant. He said he appreciated the fact the Board is willing to extend those programs, and congratulated the County for instituting a strict policy in an effort to track all grants and grant-funded positions so that at the termination of those grants they don't automatically become an expense item to the County.

COUNTY ADMINISTRATOR'S REPORT:

Mr. Zeunik stated he had nothing to report.

BUSINESS AND COMMUNICATION:

Chairman Sweeney stated the Justice Committee and the Property Committee would have a Special Meeting on May 30, 2001, at 4:30 to discuss the information in the LZT Report. Member Sommer stated work sessions would be needed after studying the report, to evaluate all the information. He said the issue was addressed ahead of time so it can be reviewed with consideration and care and this is the beginning step. Member Salch echoed Member Sommer's remarks and added this is the way to provide all the information to the Members and interested parties. Chairman Sweeney added after the May 30 meeting, there would be individual meetings of the Justice and Property Committees where they can decide to have another joint meeting or more individual meetings. Their recommendation will be sent to the Finance Committee where the financing of the project will be discussed. Chairman Sweeney also said all information would go to the Executive Committee Meeting and then to the full Board. He said he hopes all Members will attend the joint meetings and the individual meetings if possible. Chairman Sweeney turned the meeting over to Bob Shepherd and John Maher from LZT.

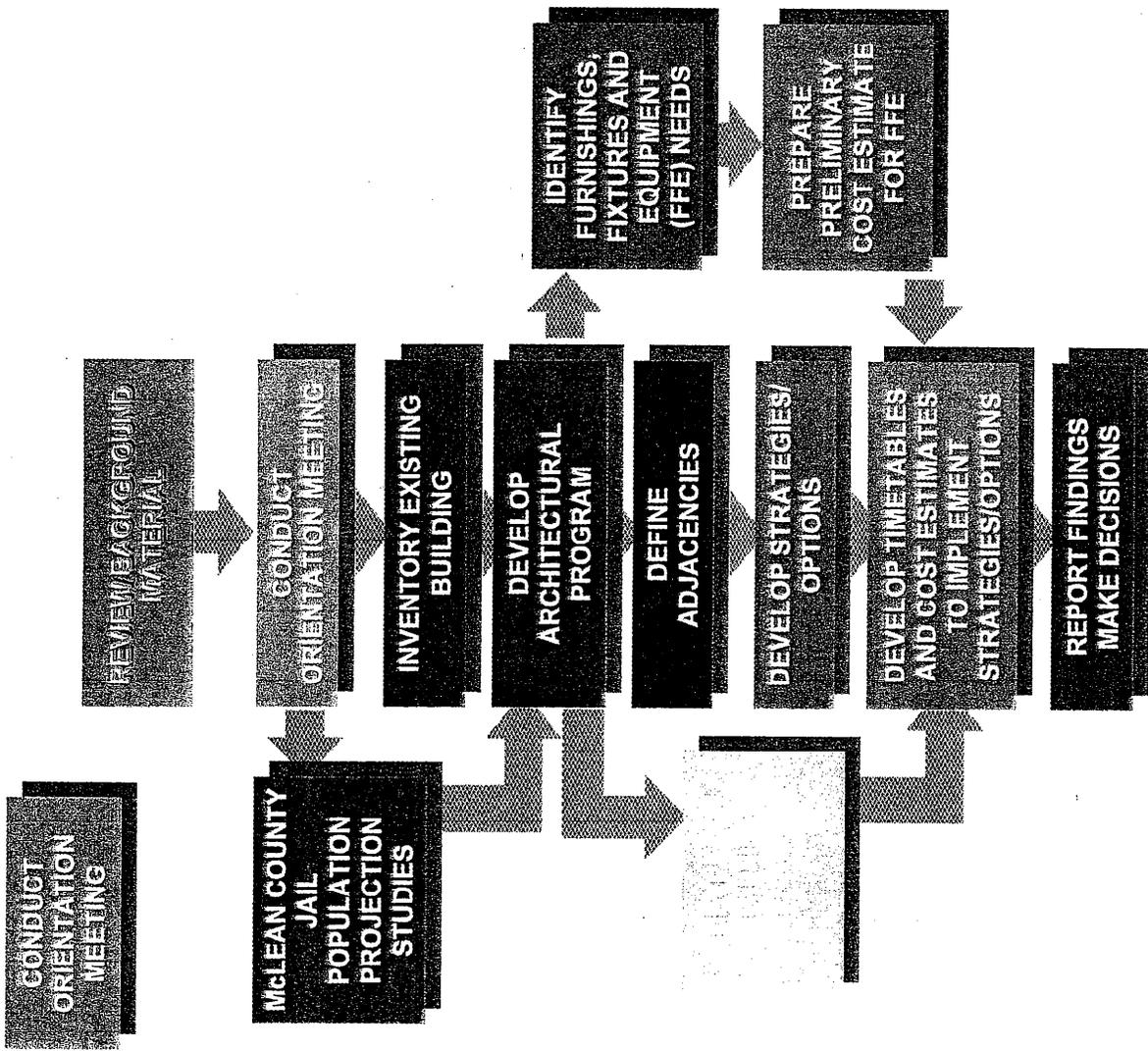
LZT Associates, Inc. presented the following:

McLean County Board

LZT Associates, Inc.
Architects / Engineers

Walter H. Sobel, FAIA
Courts Consultant

Cihacek Associates
*Population Projections Study /
Inmate Snapshots*



4 OPTIONS

Option A

- Expansion of Current Site with Abbreviated Program
 - 294 Cells / 50 Work Release Beds
 - 158,200 SF New Construction
 - 144,300 SF Renovation
- \$41,640,159**

Option B

- Expansion of Current Site with Complete Program
 - 436 Cells / 50 Work Release Beds
 - 213,800 SF New Construction
 - 144,300 SF Renovation
- \$57,032,327**

Option C

- Greenfield Site, Partial Program
- 282 Cells / 50 Work Release Beds
- 173,963 SF New Construction
- 106,800 SF Renovation

\$38,775,768

Option D

- **Greenfield Site, Full Program**
 - **474 Cells / 50 Work Release Beds**
 - **221,739 SF New Construction**
 - **106,800 SF Renovation**
- \$53,894,295**

Mr. Bob Shepherd, LZT's Director of Criminal Justice Planning and Design and John Maher, his associate, made a presentation to the Board regarding the LZT study. Discussion followed. A copy of the LZT study is on file at the County Clerk's Office.

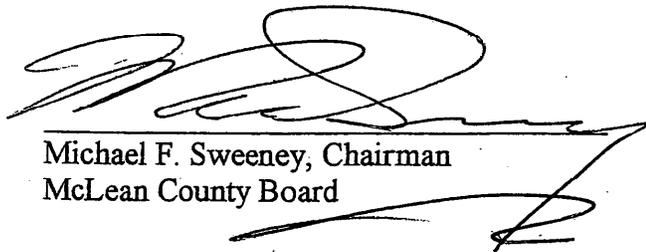
The McLean County Auditor presents the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

May 15, 2001

2001 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive	\$1,843.70	\$170,793.40	\$172,637.10
Finance		\$536,214.17	\$536,214.17
Human Services		\$368,873.58	\$368,873.58
Justice	\$58,349.12	\$1,478,003.28	\$1,536,352.40
Land Use		\$18,360.34	\$18,360.34
Property		\$190,462.49	\$190,462.49
Transportation		\$246,046.53	\$246,046.53
Health Board		\$360,112.65	\$360,112.65
T.B. Clinic		\$20,753.21	\$20,753.21
Disability Board		\$42,626.01	\$42,626.01
Total	\$60,192.82	\$3,432,245.66	\$3,492,438.48



Michael F. Sweeney, Chairman
McLean County Board

Members Hoselton/Gordon moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members voting in favor of the Motion. Motion carried.

Members Selzer/Renner moved for adjournment until Tuesday, June 19, 2001 at 9:00 a.m., in the Law and Justice Center, Room 700, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:18 a.m.

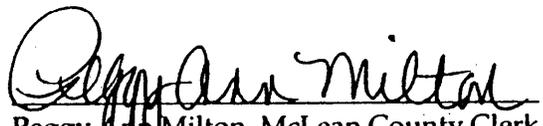
Michael Sweeney
County Board Chairman


Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 15th day of May, 2001, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 5th day of June, 2001.


Peggy Ann Milton, McLean County Clerk