



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center
Tuesday, September 13, 2011
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – August 9, 2011
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:
 - a) REAPPOINTMENTS:

HINTHORN CEMETERY DISTRICT

Mr. John W. Baker
19030 E. 2375 North Rd.
Townada, IL 61776
(Six-year term to expire September 30, 2017)

HINTHORN CEMETERY DISTRICT

Mr. David Kearfott
16312 E. 2300 North Road
Hudson, IL 61748
(Six-year term to expire September 30, 2017)

HINTHORN CEMETERY DISTRICT

Mr. Norman Wilson
17864 E. 2775 North Rd.
Gridley, IL 61744
(Six-year term to expire September 30, 2017)

PUBLIC BUILDING COMMISSION

Mr. William A. Zimmerman
1413 Mill Creek Rd.
Bloomington, IL 61704
(Five-year term to expire October 1, 2016)

b) APPOINTMENTS:

EAST CENTRAL ILLINIOS AREA AGENCY ON AGING

Ms. Laurie Wollrab
116 Eastview Dr.
Normal, IL 61761
(Three-year term to expire September 30, 2014)

c) RESIGNATIONS:

EAST CENTRAL ILLINIOS AGENCY ON AGING

Ms. Diane Bostic
907 N. Mitsubishi Motorway
Normal, IL 61761

d) Request Approval of Funding to the Bloomington-Normal Area Economic Development Council for the Fiscal Year 2012 Budget – County Administrator’s Office

1-19

2) Items to be Presented to the Board:

- a) General Report
- b) Other

B. Finance Committee – Chairman Owens

1) Items to be Presented for Action:

- a) Request Approval of an Ordinance of the McLean County Board Amending the 2011 Combined Appropriation and Budget Ordinance for Fund 0102 (Dental Fund Grant) – Health Department
- b) Request Approval of an Ordinance of the McLean County Board Amending the 2011 Combined Appropriation and Budget Ordinance for Fund 0105 (Preventive Health Fund Grant) – Health Department
- c) Request Approval of a Resolution Amending the Year 2011 McLean County Full-Time Fiscal Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2011 McLean County Combined Appropriation and Budget Ordinance for Fund 0105 – Health Department

20-21

22-23

24

- d) Request Approval of Critical Personnel Hiring Requests – County Administrator’s Office 25-26
- e) Request Approval of an Ordinance of the McLean County Board Amending Chapter 10 of the McLean County Code – County Travel Policy – County Administrator’s Office 27-38
- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

C. Justice Committee – Chairman Rackauskas

- 1) Items to be Presented for Action:
 - a) Request Approval of Renewal of Task Force 6 Grant – Expanding Multi-Jurisdictional Narcotics Units – Sheriff’s Department 39-67
 - b) Request Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Centralized Booking – Sheriff’s Department 68-70
 - c) Request Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Centralized Booking – Sheriff’s Department 71-73
 - d) Request Approval of an Intergovernmental Agreement between the County of McLean and the Illinois State University for Centralized Booking – Sheriff’s Department 74-76
 - e) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2011 Combined Annual Appropriation and Budget Ordinance – Circuit Clerk’s Office 77
 - f) Request Approval to Accept an Adult Redeploy Illinois Grant from the Illinois Criminal Justice Information Authority in the amount of \$138,123.00 – Court Service’s Department 78-121
 - g) Request Approval of Illinois Department of Human Services four-month Community Services Agreement for Fiscal Year 2012 – Court Services Department 122-150
 - h) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2011 Combined Annual Appropriation Ordinance, Fund 0001 General Fund, Court Services Department 0022 – Court Services Department 151-152

- 2) Items to be Presented to the Board:
 - a) Request Approval of E*Justice Systems (EJS) Case Management Enhancements – Circuit Clerk’s Office
 - b) General Report
 - c) Other

D. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution of the McLean County Board Approving the Recommendations of the Solid Waste Technical and Policy Committee
- 2) Items to be Presented to the Board:
 - a) Request Approval in Case S-11-05 for a Waiver of Preliminary Plan Requirements, and Approval of a One-Lot Final Subdivision Plat for the Harper’s Subdivision which is located in Hudson Township at 22274 N 1700 East Road, Hudson, Illinois
 - b) General Report
 - c) Other

153-154

E. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented to the Board:
 - a) Request Approval of Audit Report #57 with County Board – 01/01/10-12/31/10
 - (1) Motor Fuel Tax (MFT) – McLean County
 - b) Request Approval of Audit Report #58 with County Board – 01/01/10-12/31/10
 - (1) Township Bridge – Sec 10-00041-02-BR
 - (2) Motor Fuel Tax (MFT) – County Road Districts
 - c) Request Approval of Resolution and Bid Tab for August 30, 2011 County MFT (Motor Fuel Tax) Construction Letting
 - d) Request Approval of 2011 Timber Pile Bridge Inspections Engineering Agreement, Hampton, Lenzini, and Renwick, Inc. (HLR)
 - e) General Report
 - f) Other

F. Property Committee – Chairman Bostic

- 1) Items to be Presented for Action:
 - a) Request Approval of Renewal of Lease Agreement between the Administrative Office of Illinois Courts (AOIC) and the County for Office Space for the 11th Circuit Court Mandatory Arbitration Program

155-170

- b) Request Approval of a Tri-County Regional Planning Commission (EECBG) Grant Award for COMLARA Park

171-184

2) Items to be Presented to the Board:

- a) Request Approval to Award the Bid for HVAC for the Old Courthouse to A & R Mechanical
- b) Request Approval of ATM Agreement with Kahuna ATM of Bloomington to place ATM Machines in the Law and Justice Center and the Government Center Buildings
- c) General Report
- d) Other

G. Report of the County Administrator

1) Items to be Presented to the Board:

- a) General Report
- b) Other

6. Other Business and Communications

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

8. Adjournment

**RESOLUTION OF THE McLEAN COUNTY BOARD
REQUESTING THAT FUNDING TO THE ECONOMIC DEVELOPMENT COUNCIL BE
INCORPORATED INTO THE FISCAL YEAR 2012 BUDGET**

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

WHEREAS, the County has developed a successful "public/private partnership" approach to stimulate economic development within its boundaries by joining in 1983 with other units of local government, business and labor to form the Economic Development Council (EDC), an organization that serves as a catalyst and coordinator of economic development efforts throughout McLean County; and,

WHEREAS, the Economic Development Council has had a substantial impact on the economies of Bloomington, Normal, and McLean County over the past five (5) years under the "Navigating a New Direction" strategic plan by fostering partnerships with private organizations and local governments including the creation/retention of 1,035 jobs, completing 20 major economic development projects, facilitating capital investment totaling over \$1 billion in McLean County, assisting in the procurement of over \$25 million in Federal funding for a variety of projects and programs as part of the "One Voice Legislative Program" and creation of the Center for Emerging Entrepreneurs (Incubator) launched in February of 2011 in partnership with Illinois State University; and,

WHEREAS, the Economic Development Council provides management services for the McLean County Community Development Assistance Program(CDAP) Revolving Loan Fund including promotion of the Loan Fund, screening of applicants, providing applicant assistance and the restructuring of loans as needed, without additional fees or remuneration from Loan Fund activity; and,

WHEREAS, the Bloomington Normal Area Economic Development Council Board of Directors has worked to create an updated strategic plan for the next five (5) years and has requested that McLean County, the Town of Normal and the City of Bloomington each increase their funding commitment from \$80,000 to \$100,000 annually to meet needs of this plan; and,

WHEREAS, the Executive Committee recognizes the Community benefit of public/private partnerships in targeting new business recruitment and assisting new and existing businesses; now, therefore,

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

- (1) That the County Board does hereby direct the County Administrator's Office to incorporate into the County Board's fiscal year 2012 Budget the amount of \$100,000 for the Bloomington Normal Area Economic Development Council contribution.
- (2) That the County Clerk shall forward a certified copy of this Resolution to the County Treasurer, the County Auditor and the County Administrator.

ADOPTED by the McLean County Board this 20th day of September, 2011.

ATTEST:

APPROVED:

Kathy Michael , Clerk of the McLean County Board,
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

Forging Ahead

A successor five-year economic development initiative of



**ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA - ILLINOIS**

For Bloomington-Normal and McLean County

May 2011

Background / Introduction

Five years ago, public and private-sector leaders in McLean County came together around a shared desire to strengthen the community's economic development efforts and to develop an effective, professional approach to helping businesses grow; attracting new companies; and creating new opportunities for wealth and prosperity. Their work and vision created the "*Navigating a New Direction*" initiative, which gave the Economic Development Council (EDC) the tools, resources, leadership and strategies to significantly enhance its value and impact for McLean County's economic stakeholders. **Accomplishments of the last five years include:**

- Establishment of a small business support system that includes mentoring (Circles of 7), access to capital (Community Development Corporation) and incubation (Center for Emerging Entrepreneurs);
- Working on and responding to over **123 project proposals** to bring new jobs and capital investment to the community. Of those, 19 projects resulted in an investment in the community;
- Helping to create 777 new jobs in the community and retain 253 jobs for a total of 1,030 total jobs. These jobs helped induce another 369 jobs for a grand total of **1,399 jobs**;
- **\$1.08 billion in new capital investment**, which generated another \$43 million in indirect investment;
- Bringing back to the community over **\$24 million in tax dollars for local initiatives and projects through our One Voice government advocacy program**;
- Establishment of the EDC as the primary agency for economic data, information and economic impact analysis for the community;
- Securing funding for six companies, deploying nearly \$800,000 in loan funds and creating \$1.6 million in new capital investment. These loans generated 81 new and retained jobs;*
- Securing and/or expanding the **Enterprise Zone** to assist 12 companies, thereby creating and retaining 839 jobs and \$1.067 billion in new capital investment.*

**Job numbers are included in the grand total above.*

Note: Project information and data is generated by EDC project management and monitoring. Job totals including "induced" jobs is a result of IMPLAN impact analysis modeling conducted EDC research.

Although less tangible, an equally important benefit of the *Navigating a New Direction* program is the community's **capacity and expertise** for sustained economic development and improvement. McLean County now has a professional organization with quality staff and engaged volunteer leaders, supported by a broad base of investors that is poised to serve a vital community function for many years to come. Hallmarks of the EDC that will ensure its continued value and relevance include:

- A **public-private partnership** with appropriate levels of financial support from municipal governments and local businesses;
- **Governance and oversight** provided by elected officials; municipal staff; academic institutions; and senior business executives representing a cross section of industries from large and small companies;
- Adoption of the “multi-year strategic initiative” approach which guarantees **alignment of strategic plans** with current needs and opportunities, and economic conditions;
- A funding model that ensures **responsiveness and accountability to investors** and stakeholders;
- **Coordination and collaboration** with local governments and other business / community development organizations.

With five-year funding for *Navigating a New Direction* set to expire in late 2011, EDC staff and volunteers began preparing in late 2010 for its next five-year initiative, to be implemented from 2012-2016. Following a strategic planning process that produced a program reflective of current economic realities, National Community Development Services (a leading consultant to economic development organizations) conducted a series of confidential interviews with McLean County stakeholders to get input and feedback on the proposed program; The EDC's effectiveness; and to validate the need for continued aggressive economic development efforts. With a clear green light to continue its efforts, the EDC then proceeded to further refine the new five-year program, integrating input from the interview process and enlisting the help of key investors and leaders as part of a program refinement task force. That process produced the *Forging Ahead* program, presented below.

2012-2016 Strategic Initiative Overview

The Challenge

The creation and attraction of quality jobs through the practice of economic development has become more sophisticated and complex as communities around the world seek to leverage their assets to attract and grow new businesses. In today's global marketplace, every nation, state/province and community is working hard to capitalize on the finite number of available business attraction and expansion projects.

In the United States alone, more than 15,000 economic development organizations are actively pursuing the limited number of new business opportunities for their respective areas. When global governments and organizations are added the number grows even higher. For the Bloomington-Normal area to successfully compete, an aggressive and comprehensive strategy is required to propel and sustain a viable regional economy. To compete with other communities, we need to have the support and involvement of both the private and public sectors.

While the Bloomington-Normal area has maintained a strong economy compared to other regions of the country, we must continue to develop additional strategies to improve our economic outlook. Areas of concern include:

- An uncertain worldwide economy;
- Continued consolidation of global companies;
- A lack of diversification of our local economy;
- An unstable state financial status, tax structure and regulation.

I. Targeted New Business Recruitment

Strategic Objective: To attract new jobs and capital investment.

Planned expenditure over five years: \$1,777,451

The EDC will target industry sectors that are appropriate for and match our business environment, workforce, expertise, knowledge and abilities. The EDC will lead the development of strategic expansion of industry sectors that will lead to high-paying jobs. The EDC will continue to improve existing services and programs such as:

- Community Development Corporation;*
- Enterprise Zone management and implementation;*

- Project development/proposal inquiries/new business services;
- Foreign direct investment (FDI) and trade programs.

New programs under this priority include:

- Review **industry sectors** that provide McLean County the best potential to attract new high-paying jobs and capital investment;
 - Establish a committee to develop a list of target industries that will provide the highest success rate for the attraction of new companies into the region;
 - Concentrate on tech-based service sector firms requiring a well-educated workforce;
 - Focus on capital-intensive manufacturing companies requiring a highly skilled workforce;
- Recruit firms which further **diversify the economic base** and strengthen local industry;
- Build and sustain **strong relationships with corporate decision makers and site location consultants**;
- Key Performance Metric: Lead in the location of 5 new companies into the community (over the five year campaign).

II. Existing Business Assistance, Support and Expansion

Strategic Objective: To retain and grow existing businesses specializing in basic sector industry.

Planned expenditure over five years: \$748,039

The EDC will provide assistance and support to all businesses in McLean County regardless of their size, age or status. Through resource identification and programs and services offered directly by the EDC, the EDC will be the primary source of assistance for second-stage businesses, entrepreneurs and mature businesses throughout McLean County. The EDC will continue to improve existing services and programs such as:

- **Community Development Corporation**—This program includes the Revolving Loan Fund, the Microenterprise Loan Fund, and other financial tools and programs*;

- **Enterprise Zone**—This program managed by the EDC provides project management and State financial and program compliance and implementation*;
- **Contact 200 existing businesses annually** through our *Executive Pulse Business Retention Program* to assess their individual needs (which creates deal flow, jobs and capital investment), understand sector trends (which provides intelligence for attraction activities), and gather their opinions and input to increase the community’s capacity to support them.
- **Development of an Entrepreneurial Environment** - This program provides guidance and assistance to various programs that support an entrepreneurial environment in McLean County. To provide support the EDC will:
 - Continue to partner and move forward with other community partners on the Center for Emerging Entrepreneurs (CEE), including their management of the Circles of Seven (C7) mentoring program.
 - Provide leadership to develop clear protocol or “small business triage” to which all small business service providers (Small Business Development Center, SCORE, Heartland Community College, McLean County Chamber of Commerce, etc.) agree so as not to duplicate services and to provide the most efficient and thorough assistance possible to all would-be entrepreneurs.

New programs under this priority include:

- Convene an **annual “Issues Summit”** to examine economic progress and potential challenges. 2011 will concentrate on transportation;
- Develop a **headquarter contact program** to meet annually with the corporate executives of companies with operations within the Bloomington–Normal area;
- Consult and provide resource identification for **second-stage entrepreneurs** (companies with 20 or more employees seeking to grow);
- Develop angel capital resources and **venture capital resources**;
- Provide information to local companies for new markets outside the region, including potential **export assistance**;

- Develop programs or procedures that provide for the infill/**redevelopment of vacant retail properties and/or industrial sites in the county**; Identify and develop plans for at least two projects a year for a total of ten projects.
- Key Performance Metric: Assist in **100 existing business retentions and expansions** (over the five year campaign).

III. Community Enhancement and Advocacy

Strategic Objective: Provide advocacy and support to community-wide initiatives that enhance our quality of life, produce jobs, capital investment and have economic impact.

Planned expenditure over five years: \$137,255

The EDC will continue to improve existing services and programs such as:

- **One Voice** government advocacy program;
- Convening and leading **community projects** with economic impact;

New programs under this priority include:

- Supporting and enhancing the quality and development of our **transportation assets** - particularly the Central Illinois Regional Airport, the Multi-Modal Transportation Center, high-speed rail and our Interstate system (See "Issues Summit" under Existing Business Assistance and Support);
- Working with local, regional and state partners, develop a **legislative agenda for business improvement** that the State of Illinois should pursue and working with regional and state partners in pursuing these improvements.
- The EDC will remain focused on our core mission yet there are several business climate factors that are significant in the business location and expansion process. The EDC will partner with and support numerous organizations to create a pro-business environment in McLean County and bring a quality product to market. Working with The McLean County Chamber of Commerce, Downtown Support organizations, the Convention and Visitors Bureau, school districts, universities and colleges, state and regional allied groups and associations along with area municipalities the EDC may either lead or partner on the following efforts:

- Community Appearance
- Superior education system
- Downtown vibrancy
- Cultural/recreational amenities
- Sound infrastructure
- Positive business climate

IV. Economic Information and Communication

Strategic Objective: Provide the business community with information and research that is essential and helpful to their success, and be a source of information to other individuals and organizations in a way that enhances their objectives and thus improves the quality of life and economic prosperity for the community.

Planned expenditure over five years: \$837,255

The EDC provides a wide variety of sources and media tools for communicating its progress as well as providing information to the public about its programs, services and events. The EDC will continue to improve existing services and programs such as:

- **Report results and findings from the business retention program** to area municipalities, the McLean County Chamber of Commerce and other allied organizations;
- Engage various media outlets to **communicate programs, trends and economic data** to the entire citizenry;
- Create **publications and marketing materials** to capture and promote demographic, economic and other statistical data needed by area businesses and outsiders who may be interested in investing in McLean County;
- Conduct a variety of **periodic seminars, forums, and presentations** with local and national experts to keep business and community leaders up to date on economic trends and issues;
- Provide **economic information** to area businesses and entities seeking data services support;

While the EDC has a multitude of data, information and services available, the community needs to be more aware of its availability and quality. We are the primary source for economic information in the community among businesses and organizations. We will promote this more as a service to the community.

Five-Year Goals:

In order to deliver a return on the community's investment, and as a means of providing accountability to its investors, the EDC will establish the following goals to be achieved by 2017:

1. Assist in the creation of **1,500 new jobs** (over 50% will pay at or above the McLean County median wage of \$34,736 annually); Priorities impacting this area include:
 - a. ***Priority I -- Targeted New Business Recruitment.***
 - b. ***Priority II -- Existing Business Assistance, Support and Expansion.***

2. Attract **5 new basic sector/interstate commerce companies** into the area. Priorities impacting this area include:
 - a. ***Priority I -- Targeted New Business Recruitment.***

3. Assist **100 existing businesses** in expansion, support and retention of jobs. Priorities impacting this area include:
 - a. ***Priority II -- Existing Business Assistance, Support and Expansion.***

4. Facilitate **\$150 million in new capital investment.** Priorities impacting this area include:
 - a. ***Priority I -- Targeted New Business Recruitment.***
 - b. ***Priority II -- Existing Business Assistance, Support and Expansion.***
 - c. ***Priority III -- Community Enhancement and Advocacy.***

Economic Impact

The economic impact analysis quantifies the extent to which attraction and expansion activities of the Economic Development Council (EDC) stimulate economic effects, generating employment, income and local business activity. This report shows the total economic impact – direct, indirect and induced impact - measured in terms of jobs and payroll. These impacts are calculated through a customized economic model reflecting McLean County's economy.

Overall, the program will generate:

- 2,674 TOTAL NEW JOBS
- \$93.9 million in TOTAL PAYROLL
- \$63.9 million in CONSUMER EXPENDITURES
- \$21.3 million in LOCAL BANK DEPOSITS

Table 1. Economic Impact of Jobs

METRICS	DIRECT IMPACT ¹	INDIRECT ² AND INDUCED ³ IMPACT	TOTAL IMPACT
Jobs	1,500	1,174	2,674
Earnings (Payroll)	\$54,882,880	\$39,036,317	\$93,919,197

New payroll is projected to generate:

Net Personal Consumption Expenditures ⁴	\$63,910,229
Deposit Potential for Area Financial Institutions ⁵	\$21,303,410

¹Direct Impact: Impact generated directly from the jobs created with the assistance of the new initiative.

²Indirect Impact: the changes in employment, income, and output (business sales) in various industry sectors of the local economy supplying goods and services to the companies that expanded.

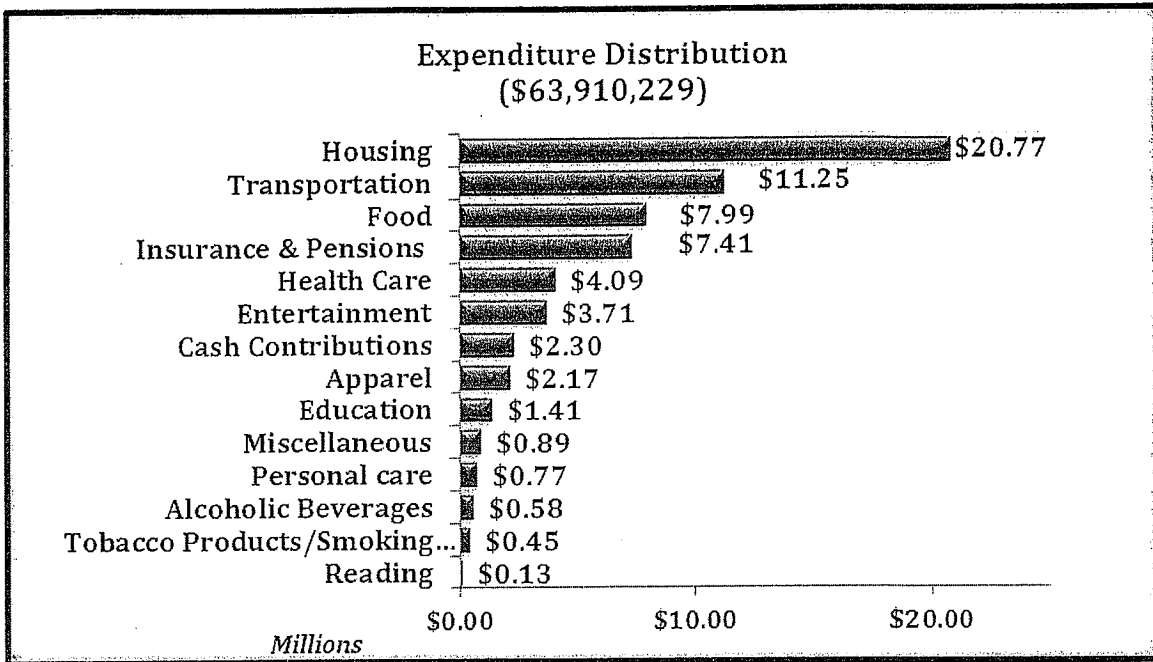
³Induced Impact: captures the ripple effect of increased household and/or institutional income.

⁴Net Personal Consumption Expenditures: Percentage of Disposable Personal Income less Interest, Personal Transfer Payments, and Personal Savings.

⁵Deposit Potential: Personal Savings Rate less Deposit Leakage Estimate with area turnover (Reserve Requirement Ratio)

A portion of total earnings is used for *personal consumption expenditures*. The chart below shows how the money will be spent following a consumption pattern consistent with the Midwest region. **The report does not include non-consumer expenditures, such as utilities of new/expanded businesses, and insurance payments from insurance companies.**

The expenditure detail determines the estimated annual impact to regional companies - with knowledge of their regional market share - as result of job creation activities of *Forging Ahead Bloomington-Normal* initiative.



Note: The EDC counts an "assist" as any time we are involved in the process of helping a company expand, locate or add additional jobs and or capital investment. This role could constitute a wide variety of activities which include but are not limited to, real estate services, grant applications, capital acquisition, referrals, and other consulting. The EDC does not count jobs created by the private sector without our help, nor does it count induced and indirect jobs that occur as "spinoffs" of or direct involvement in primary job creation.



Key EDC Services to McLean County 2005-2010

Introduction:

This summary will outline some specific programs and projects undertaken by the Economic Development Council of the Bloomington-Normal Area in McLean County during the 2005-2010 period. Economic Development activity generally impacts a wide geographic area. Projects that land in one particular location may still have workers that commute from, spend money in and buy houses in other municipalities. A business that opens in Bloomington, for example, may purchase materials or contract with another business in Lexington. Because of this fact, tying any project to a single municipality ignores the very complex way in which our economy functions. With that said, the following programs and projects took place in McLean County areas outside of the corporate boundaries of Bloomington-Normal.

Retention / Expansion / Attraction Projects in McLean County

The EDC is the only agency in McLean County equipped to engage new investment from existing and relocating businesses. We do this in a number of ways – we meet with existing McLean County businesses on a regular basis and solve short-term problems. The EDC also responds regularly to requests made by companies evaluating McLean County as a location for a new facility. Lastly, we enable new projects to happen by negotiating and actualizing economic development incentives for companies.

The EDC completed three Retention / Expansion / Attraction projects outside of the corporate boundaries of Bloomington-Normal between 2005 and 2010. Those three projects were as follows:

- Twin Groves Wind Farm, 2005, Unincorporated McLean County
 - o Secured the extension of the Enterprise Zone to assist the construction of the wind farm.
- Watershed Foods, LLC, 2009, Gridley
 - o Arranged a \$400,000 McLean County Revolving Loan Fund loan to the business to finance expansion.
- White Oak Wind Farm, 2010, Unincorporated McLean County

- Secured the extension of the Enterprise Zone to assist the construction of the wind farm.

For a complete list of Retention / Expansion / Attraction projects completed by the EDC, please see the attached spreadsheet.

One Voice Earmarks in McLean County

Each year, the EDC sends a delegation to Washington D.C. to generate federal support for major economic development projects in McLean County. This program, called "One Voice", has secured Federal earmarks for two projects outside of Bloomington-Normal between 2005 and 2010.

- Lexington Wastewater Treatment Project, Lexington
 - \$400,000 for construction
- The McLean County Business Incubator, "virtual" – assists businesses all over the county
 - \$795,000 for operations

For a complete list of One Voice Earmarks, please see the attached spreadsheet.

Other EDC Services to the County

Management of the McLean County Revolving Loan Fund

Since 2005, the EDC has acted as a deal-screener and provided loan servicing for the McLean County Revolving Loan Fund. Management of the fund requires the EDC to actively promote the fund, to screen prospective applicants and to guide applicants through the loan approval process. This service requires that EDC staff have significant knowledge of commercial financing. Between 2005 and 2010, the EDC closed five RLF loans, with only one of those loans ending in a default situation. In 2009, the EDC did a work-out for an older RLF loan made prior to the EDC's management of the fund and also completed a re-structure of the 2009 loan made to Watershed Foods, LLC. The EDC does not collect any fees or remuneration from RLF activity.

Real Estate Services

The EDC maintains a database of all commercial properties on the market in McLean County. The organization routinely responds to site requests from companies seeking either land or buildings for their prospective projects. Beyond submitting site and building info, the EDC meets with prospective companies and organizes site tours.

Community Information and Marketing

The EDC regularly organizes and publishes key information about McLean County. The primary way we disseminate this information is through our website at www.bnbiz.org. The EDC also publishes an annual data snapshot for McLean County called the "Demographic Profile" which contains statistics on population, employment, income, wages, retail sales and more. This publication is used by a number of businesses and organizations in the community for planning purposes.

For businesses considering a move to McLean County, the EDC is the only agency that responds to requests for information. Our staff routinely assembles customized data and research for prospective companies based on their individual information needs.

2011-2016: Forging Ahead

In 2011, the EDC began working on a new five-year strategic plan, called "Forging Ahead". Please read the attached "Forging Ahead" document for details about the new plan of work.

Questions about this document are welcomed. If you have questions, please contact the EDC at 309-452-8437.



ECONOMIC DEVELOPMENT COUNCIL OF THE BLOOMINGTON-NORMAL AREA - ILLINOIS

EDC 2005-2010 Completed Projects by Municipality

Bloomington Projects	Industry / Sector	Jobs Created	Jobs Retained	Capital Investment	% of Total Jobs	% of Total Cap Inv.
Flexitech	Manufacturing	80	0	\$15,000,000	7.73%	1.38%
SBC Archway (IRS)	Back Office	0	100	\$6,000,000	9.66%	0.55%
Midwest Molding Solutions	Manufacturing	7	8	\$510,000	1.45%	0.05%
Stark Excavating	Construction	10	50	\$1,000,000	5.80%	0.09%
Crazy About Scrubs	Retail	1	1	\$10,000	0.19%	0.00%
Birkey's Farm Stores	Retail	17	0	\$1,350,000	1.64%	0.12%
CAMtek	Manufacturing	89	38	\$10,000,000	12.27%	0.92%
LB Partners (Con-Way)	Logistics	0	28	\$3,370,000	2.71%	0.31%
Total Bloomington		204	225	\$37,240,000	41.45%	3.42%

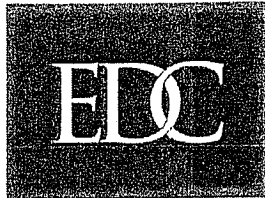
Normal Projects	Industry / Sector	Jobs Created	Jobs Retained	Capital Investment	% of Total Jobs	% of Total Cap Inv.
Coffee Hound	Restaurant	20	0	\$250,000	1.93%	0.02%
DeStihl	Restaurant	40	0	\$5,000,000	3.86%	0.46%
ACC Electronics	Manufacturing	20	0	\$5,000,000	1.93%	0.46%
Marriott Hotel	Hotel	220	0	\$55,000,000	21.26%	5.05%
Trace Design Studio	Prof. Services	2	1	\$30,000	0.29%	0.00%
Medici's	Restaurant	40	0	\$5,000,000	3.86%	0.46%
JSM Development	Mixed-Use	138	0	\$34,000,000	13.33%	3.12%
Midwest Fiber	Recycling	33	1	\$6,870,000	3.29%	0.63%
The Rock Restaurant	Restaurant	5	0	\$100,000	0.48%	0.01%
Total Normal		518	2	\$111,250,000	50.24%	10.21%

Elsewhere in County	Industry / Sector	Jobs Created	Jobs Retained	Capital Investment	% of Total Jobs	% of Total Cap Inv.
Horizon Wind Energy	Energy	40	0	\$600,000,000	3.86%	55.08%
Watershed Foods	Food Processing	5	26	\$800,000	3.00%	0.07%
Invenergy White Oak	Energy	15	0	\$340,000,000	1.45%	31.21%
Total County		60	26	\$940,800,000	8.31%	86.37%

Total All Municipalities		782	253	\$1,089,290,000	100%	100%
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EDC 2005-2010 One Voice Project Earmarks

Project	Purpose	Municipality	Year	Earmark \$\$\$
Blm Cultural District - Regional Creativity Center	Operations	Bloomington	2008	\$338,000
Normal Multi-Modal Transportation Center	Planning	Normal	2009	\$1,000,000
McLean County Business Incubator	Operations	Virtual (Countywide)	2009	\$795,000
Lexington Wastewater Treatment Project	Construction	Lexington	2009	\$400,000
TIGER Grant, Multi Modal Transportation Center	Construction	Normal	2010	\$22,000,000
Total Earmarks				\$24,533,000



ECONOMIC DEVELOPMENT COUNCIL
OF THE BLOOMINGTON-NORMAL AREA

Investing in McLean County

5 WINS OVER 5 YEARS

(2006 – 2011)

- **JOBS: Created/Retained 1035 jobs**
(23.4% Manufacturing; 21.3% Hotel; 13.3% Office/Retail)
- **COMPLETED PROJECTS: 20**
(30% in Target Industries of Manufacturing, Const., Logis.)
- **CAPITAL INVESTMENT: \$1.08 Billion**
(87% invested in 2 McLean County Wind Farm projects)
- **FEDERAL FUNDING: \$24 Million**
("One Voice" returned funding for Multi-Modal & Center For Emerging Entrepreneurs -CEE)
- **CEE: Incubator opened February 2011**
(Partnership with ISU. Currently 3 paying clients)

200 W. COLLEGE AVE. – SUITE 402 – NORMAL, IL 61761
PHONE (309) 452-8437
WWW.BNBIZ.ORG



ECONOMIC IMPACT ANALYSIS

Metrics:	Metric:	
	1. Direct jobs from attraction and expansion efforts	700 jobs with (McLean County) an average wa
	2. Average wage rate of new jobs	C
	3. Attract new basic sector/interstate commerce companies into the area	5 new basic sec
	4. Assist existing businesses in expansion and support	
	5. New Capital investment	

Metric:	Direct Impact¹:	Indirect² and Induced Impact³:
Impact of New Jobs:		
Jobs	1,500	1,174
Earnings	\$54,882,880	\$39,036,317
Personal Consumption Expenditures ⁴		
Deposit Potential for Area Financial Institutions ⁵		

Fiscal Impact:	Metric:
	Consumer Expenditures
	Estimated Taxed Consumer Expenditures
	Estimated State Sales Tax Revenue ⁶
	Estimated Local (County and City) Sales Tax Revenue
	Total Estimated Sales Tax Revenue

Footnotes:	¹ Direct Impact: Impact generated directly from the jobs created with the assistance of the new initiative.
	² Indirect Impact: the changes in employment, income, and output (business sales) in various industry sectors of the local economy sup expanded.
	³ Induced Impact: captures the ripple effect of increased household and/or institutional income.
	⁴ Net Personal Consumption Expenditures: Percentage of Disposable Personal Income less Interest, Personal Transfer Payments, and P
	⁵ Deposit Potential: Personal Savings Rate less Deposit Leakage Estimate with area turnover (Reserve Requirement Ratio)
	⁶ State of Illinois tax rate : 6.25% . Local sales tax rate (County & City): 1.50%. Food (away from home)and Prescription/Nonprescriptio

c. Sales Tax Revenue Analysis

The job creation efforts of the new initiative will provide significant tax benefits. Based on estimated consumer expenditures of \$63.9 million, the sales tax impact is estimated to be nearly \$3.5 million. Table 3 shows a detailed breakdown of the estimated tax revenue yielded from the consumer spending generated as result of the new payroll.

Table 3. Estimated Sales Tax Revenue

Categories	Amount
Consumer Expenditures	\$63,910,229
Estimated Taxed Consumer Expenditures	\$33,274,115
Estimated State Tax Revenue*	\$1,789,547
Estimated Local (County and City) Tax Revenue	\$499,112
<i>City of Bloomington sales tax revenue (55% of local tax revenue)</i>	<i>\$274,511</i>
<i>Town of Normal sales tax revenue (31% of local tax revenue)</i>	<i>\$154,725</i>
<i>McLean County sales tax revenue (14% of local tax revenue)</i>	<i>\$69,876</i>
Total Estimated Tax Revenue	\$2,288,569

Note: Tax rates provided by the Illinois Department of Revenue

- Taxed expenditures were derived from the net personal consumption expenditures.
- The sales tax revenue is based on the following current sales tax rates:
 - State of Illinois: 6.25%
 - *Food (away from home)and Prescription/Nonprescription drugs tax rate: 1%
 - Local sales tax rate (County & City): 1.50%

An Ordinance of the McLean County Board
Amending the 2011 Combined
Appropriation and Budget Ordinance for Fund 0102

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2011 appropriation in Fund 0102 Dental Fund, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. The Auditor is requested to increase revenue line 0102-0061-0062-0407-4000 Public Aid Revenue by \$15,873 from \$364,652 to \$380,525.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, Dental Fund as follows:

<u>LINE</u>	<u>DESCRIPTION</u>	<u>PRESENT AMOUNT</u>	<u>INCREASE (DECREASE)</u>	<u>NEW AMOUNT</u>
0515-0001	Part-time Employees Salary	\$ 35,016	\$ 13,283	\$ 48,299
0599-0001	County's IMRF Contribution	\$ 7,172	\$ 1,016	\$ 8,188
0599-0003	Social Security Contribution	\$ 5,352	\$ 1,574	\$ 6,926
TOTALS		\$ 47,540	\$ 15,873	\$ 63,413

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

Adopted by the County Board of McLean County this _____ day of _____, 2011.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the McLean County Board
of the County of McLean

Matt Sorensen, Chairman of the McLean County
Board

U:/adm/budget/11DentalHygienistAmendment

FUND 0102
BUDGET NARRATIVE

In March the Health Department was awarded a \$100,000 grant from the Department of Healthcare and Family Services to be used in the dental clinic. The funding allowed the Health Department to expand the dental clinic from 3 to 4 dental chairs by changing an existing waiting room into a 4th operator. Over the last few months renovations have been made to the room so that it can accommodate a dental chair, sink, cabinets and other necessary equipment. The additional operator will provide space for an additional hygienist to operate and will increase the number of clients served each day.

At this point in time there are not any dentists in the service area that accept Medicaid. As the only dental clinic in McLean County that accepts HFS Dental Program Participants, the clinic is the option for a Dental Home for these individuals. Approximately 100 new client applications for dental services are received on a monthly basis making it evident that the demand for dental care for low income residents in the county is on the rise. The additional operator will increase the number of low-income and HFS beneficiaries served by 300-400 patients per month and reduce the amount of time on the waiting list for a hygienist which is currently at 6 weeks.

An additional hygienist is needed to meet the growing demand for dental services in the county and the additional operator will provide sufficient revenue to hire an additional hygienist.

An Ordinance of the McLean County Board
Amending the 2011 Combined
Appropriation and Budget Ordinance for Fund 0105

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2011 appropriation in Fund 0105 Preventive Health Fund, and the Board of Health and Finance Committee concurs; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. The Auditor is requested to increase revenue line 0105-0061-0067-0407-0018 Reality Grant Revenue by \$10,000 from \$0 to \$10,000.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0105, Department 0061, Program 0067, Preventive Health Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-Time Employee Salary	\$69,774	\$ 2,101	\$71,875
0599-0001	County IMRF Contribution	\$ 8,432	\$ 250	\$ 8,682
0599-0003	Social Security	\$ 5,429	\$ 160	\$ 5,589
0612-0003	Educational Materials	\$15,766	\$ 1,000	\$16,766
0620-0001	Office Supplies	\$ 1,999	\$ 200	\$ 2,199
0630-0001	Postage	\$ 722	\$ 50	\$ 772
0701-0001	Advertising	\$11,000	\$ 5,589	\$16,589
0793-0001	Travel	\$ 2,893	\$ 500	\$ 3,393
0795-0003	Telephone	\$ 1,336	\$ 150	\$ 1,486
Total		\$117,351	\$10,000	\$127,351

3. That the County Clerk shall provide a copy of this ordinance to the County Administration, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2011

ATTEST:

APPROVED:

Kathy Michael, Clerk of the McLean County Board of
the County of McLean

Matt Sorensen, Chairman of the McLean
County Board

FUND 0105
REALITY GRANT
BUDGET NARRATIVE

In January of this year the Health Department was awarded a \$10,000 grant from the Illinois Department of Public Health to conduct the REALITY Illinois Program. The goal of this program is to educate teens on tobacco prevention and to create a Teen Advisory Board by recruiting teens from Project Oz to plan and implement tobacco prevention and control projects. The program targets high school students and engages local youth to participate in the development and implementation of prevention and youth focused education efforts. The

Teen Advisory Board meets monthly to develop activities and events such as planning tobacco prevention activities around Kick Butts Day, World No Tobacco Day and/or Great American Smoke Out along with other days as decided by the panel.

A Resolution Amending the Fiscal Year 2011 McLean
County Full-Time Equivalent Position Resolution
Associated with an Ordinance to Amend the Fiscal Year
2011 McLean County Combined Appropriation and Budget
Ordinance for Fund 0105

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 16, 2010 which became effective on January 1, 2011; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0102 to authorize position changes associated with increased dental clinic activity due to adding a fourth operatory to the clinic area.

THEREFORE, be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0102-0061	0062	0515-8103	.80	5	.73	1.06

This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this _____ day of _____ 2011.

APPROVED

Matt Sorensen, Chairman
McLean County Board

ATTEST:

Kathy Michael, Clerk of McLean County
Board of the County of McLean

Adm/budget/11FTE102hygienist



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

TO: Honorable Chairman Benjamin Owens and Members, Finance Committee
FROM: Bill Wasson, County Administrator *(WJW)*
DATE: September 1, 2011
RE: Critical Personnel Hiring Requests

The following is a list of critical personnel position requests which have been received by the County Administrator's Office through September 1, 2011. All positions listed below are budgeted and funded through the end of FY 2011.

State's Attorney's Office

- 1) Fill 1.0 FTE Assistant State's Attorney IV Position which became vacant August 12, 2011

The Assistant State's Attorney IV position is a senior level attorney and is typically a member of the Major Crimes Unit. This position is responsible for case screening, interaction with law enforcement, trial preparation and trial of the most serious felony cases prosecuted in McLean County. These cases include but are not limited to Murder, Armed Robbery, Aggravated Criminal Sexual Assault, etc. The ASA IV position is also a supervisor, resource, and mentor to all assistants below them. An ASA IV is also responsible for assisting law enforcement in obtaining warrants, and handling post conviction proceedings. The State's Attorney requests that this critical position be refilled.

Health Department

- 1) Fill 1.0 FTE Public Health Communications Specialist Position

This recently vacated position is the fulltime position which performs public health communications and public information duties. Responsibilities include: brochure and promotional material development, media relations, website communications and content management systems, and writing local magazine articles on a variety of health topics relating to all Health Department programs including grant funded programs. Knowledge of web-based communication techniques and social media are necessary. A Bachelor's degree in communications, journalism, public relations, or related field is required and generally the person in this position also has previous experience and knowledge of health care and human services. To continue to meet programmatic requirements, the Health Department requests that this critical position be refilled.

Court Services Department

1) Fill 1.0 FTE Juvenile Detention Officer Position

This position has been open since July, 31, 2011 resignation of employee to accept a similar position with the Will County Juvenile Detention Center. The staffing of line officers at the McLean County Juvenile Detention Center has decreased by three detention line officers since 2008 due to budgetary considerations. Currently there are 15 line officers 7 female and 8 male officers. The security and safety of the juveniles in care and Staff safety are directly impacted by reduced staffing in this area. In order for the minimum staffing to continue, the Court Services Department requests that the replacement of this critical staff position be authorized.

Nursing Home

- 1) Fill 6.0 FTE Nursing Home Assistant Positions which have been vacated.
- 2) Fill 2.0 FTE Food Service Assistant Positions which have been vacated.
- 3) Fill 1 Registered Nurse Position which has been vacated.

The Nursing Home has filled 6 Nursing Home Assistants, 2 Food Service Assistant positions and 1 Registered Nurse Position that have been vacated and filled to provide sufficient personnel to meet critical minimum staffing levels required to meet state guidelines. These positions fall under the "critical patient care exemption" section of the hiring freeze guidelines.



OFFICE OF THE ADMINISTRATOR
(309) 888-5110 FAX (309) 888-5111
115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

August 31, 2011

Memo to: The Honorable Chairman and Members of the Finance Committee
From: Bill Wasson, County Administrator *WFW*
Re: Travel and Business Expense Reimbursement Policy

At the April Finance Committee meeting, County Administrator Lindberg reviewed a proposal with the Finance Committee to amend the County's Credit Card Use Policy and noted that work would continue on the updating of the County's Travel and Business Expense Policy to;

- 1) provide additional flexibility to Departments ;
- 2) to clarify some portions of the Travel Expense policies; and
- 3) bring the current policy in-line with current administrative practices.

As a part of this process, I asked several County elected officials and appointed department heads to review current travel policies and drafted changes. Based on their responses and a review of draft language with the County Auditor's Office, which currently processes accounts payable including travel expense and reimbursement, the attached amendments to Chapter 10 Section 79 of the McLean County Code were developed.

Recognizing the growth and use of discount internet travel sites and with the goal of providing County offices and departments with additional flexibility to save money when traveling on County business while, at the same time, acknowledging the risk of expending County funds, I would respectfully recommend the following amendments to the current Section 10.79-8 Use of County Procurement Card for Travel and Business Expense:

- 1) The County Procurement Card may be used to pay for air fares, lodging, car rental, ground transportation,, registration and other reimbursable business expenses, not including travel-related meals.

- 2) The County Procurement Card may be used to book travel reservations through discount internet sites and hotel internet sites. An employee who uses the County Procurement Card to book travel reservations through discount internet sites and hotel internet sites assume full risk if the reservation needs to be cancelled or modified, and additional charges are incurred. The employee's travel and business expenses are eligible for reimbursement pursuant to the County's Travel and Business Expense Reimbursement Policy.
- 3) If an employee elects to use a discount internet site or hotel site to make a travel reservation using the County Procurement Card and incurs any unreimbursable costs for any reason, including failure to abide by the internet site's Terms and Conditions, the employee will be personally responsible for reimbursing the County the full amount of the additional charges and agrees that the County will use all means at its disposal to recover said additional charges.

Additionally, during the review, many areas were identified that either lacked clarity or were inconsistent with current administrative processes. The remaining changes to Section 79 are consistent with current practices. These modifications have been made to better inform employees and reduce misinterpretation.

Should you have any questions regarding this recommendation, please do not hesitate to call me at 888-5110.

Thank you.

An ORDINANCE of the McLEAN COUNTY BOARD
AMENDING CHAPTER 10 OF THE McLEAN COUNTY CODE

WHEREAS, the McLean County Board has adopted, and from time to time amended, Chapter 10 of the McLean County Code, commonly known as the Personnel Code; and,

WHEREAS, based upon a review of current travel and business expense practices, the McLean County Board finds it necessary and prudent to make certain changes to Chapter 10 of the McLean County Code; and,

WHEREAS, said changes will clarify travel and business expense requirements and provide additional flexibility to Departments consistent with the goals of economical provision for training and schooling, now, therefore,

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

Chapter 10.79 of the McLean County Code is hereby amended as follows:

10.79 County Travel and Business Expense Reimbursement Policy

- 10.79-1 Purpose, Applicability and Authority
- 10.79-2 Definitions
- 10.79-3 Preparation of a Travel Voucher Form
- 10.79-4 Allowable Transportation Expenses
- 10.79-5 Allowable Living Expenses
- 10.79-6 Local Business Expense Reimbursement
- 10.79-7 Reimbursement of Miscellaneous Expenses
- 10.79-8 Use of County Credit Procurement Cards for Travel and Business Expense
- 10.79-9 Appropriate Budget Line Items for Travel Expenses
- 10.79-10 State, Federal Laws and Regulations
- 10.79-11 Misuse of McLean County Travel Policy

10.79 COUNTY TRAVEL AND BUSINESS EXPENSE REIMBURSEMENT POLICY

10.79-1

A) Purpose:

- 1) To provide definitions for reimbursement of legitimate and necessary travel/business expenses in general conformance with Internal Revenue Service requirements.
- 2) To provide written guidelines for all County officials and employees who incur, authorize, and/or approve travel/business expenses.
- 3) To provide procedures for the equitable and timely processing of travel/business expense reimbursements.
- 4) To provide uniform instructions for the reporting and documentation of travel/business expenses.

B) Applicability: The purpose of this policy is to establish a uniform policy regarding the expenditure of public funds for travel/business expenses of County employees when engaged in County business within or outside McLean County. ~~These provisions shall be incorporated into the Rules of the McLean County Board.~~ These provisions are applicable to all County-wide elected officials, County Board members, appointed Department Heads, and employees of McLean County regardless of source of funds. This Ordinance shall apply to all County funds. Each elected official and appointed Department Head shall be held responsible for the execution of this Ordinance.

C) Authority:

- 1) The McLean County Travel/Business Expense Reimbursement Regulations and McLean County Travel/Business Expense Reimbursement Schedule are promulgated in accordance with the statutory authority granted to the McLean County Board.
- 2) The County Board, through its approval and adoption of the Annual Budget and Appropriation Ordinance, shall be responsible for maintaining a system for control of travel/business expenses for officials and employees. The County Travel/Business Reimbursement Policy is issued to provide for the efficient and economical conduct of the County's business, both within and outside the County.
- 3) Prior authorization for all travel planned during the budget year shall be obtained as a part of the approved budget for each department. If appropriations are depleted from all travel line items during the budget year, an additional appropriate sum may be added by budget amendment or transfer for unanticipated trips, subject to County Board approval. Transfers within the same appropriation category are allowed.
- 4) ~~All travel arrangements for County Board members, elected officials, appointed Department Heads and employees attending national conferences shall be made through the County Administrator's Office.~~
- 5) All travel outside of McLean County shall be approved by either appointed or elected officials, as Department Heads, prior to beginning travel. Said approval ~~may be oral, but~~ when requested, ~~it can~~ shall be in writing.

10.79-2 DEFINITIONS:

A) ~~There are two types of travel and associated expenses:~~ Travel Types:

- 1) ~~One-Day Business Travel does not include : An applicable individual as defined in Section 10.79-1(B) who travels on County business and DOES NOT have an Overnight Stay. Eligible reimbursement shall include defined expenses for registration, mileage, tolls and business telephone calls. Meals will be eligible for reimbursement if they are a part of a formal business meeting registration or conform to regulations under Section 10.79-5(B).~~
- 2) ~~Overnight Travel includes : An applicable individual as defined in Section 10.79-1(B) who travels on County business and HAS an~~ Overnight Stay. Eligible reimbursements shall include defined expenses for registration, transportation, lodging, business telephone calls, and reimbursement for meal expenses in accordance with the regulations under Section 10.79-5(C).

B) Business Travel includes:

- 1) Travel to business meetings as a direct assignment or in the direct interest or benefit to McLean County, at which the attendance of a County representative is considered necessary for the development, execution, or maintenance of a course of action by the County or a County office/department.
- 2) Travel for training where such training is required for job performance, e.g. basic police training, property appraiser/assessment courses, and specialized ~~technology~~ EDP programming courses.
- 3) Travel required by County officials and/or employees to appear before the Congress, State Legislature, other governmental bodies, their committees or sub-committees, or any other official body or organization, ~~including~~ attendance at professional conferences and/or conventions where pending or contemplated legislation will be reviewed or discussed which, if enacted into law, would affect the interests of McLean County.
- 4) Travel required for the planning and completion of newly approved or ongoing capital improvement/capital construction projects, e.g. site visits.
- 5) Travel required to maintain or obtain financing for ongoing or newly approved programs, e.g. capital ~~market financing, federal or state grant~~ markets financing, federal or state grant funding.

C) Professional/Educational Travel includes:

- 1) Travel to a meeting of a professional organization or a major division thereof at which subjects of general interest to the members of the professional organization or major division thereof are reviewed and discussed.

- 2) Travel to attend an institute, seminar, symposium, or lecture series where a specific course or instruction is provided, or opinions are gathered on a single subject or group of closely related subjects. Included are those meetings of user groups for certain systems and products utilized by the County.

10.79-3 PREPARATION OF A TRAVEL VOUCHER FORM

A) General Policy Guidelines

- 1) The policy of the County is to reimburse allowable, authorized travel/business expenses incurred in the performance of County duties, within the budgetary constraints established by the County Board.
- 2) The County Board will annually review travel/business reimbursement rates to conform to applicable rules of the Internal Revenue Service and economic conditions. ~~Specific rates of reimbursement are reflected on the McLean County Travel/Business Reimbursement Schedule and in the specific County Board Resolution setting the mileage reimbursement rate.~~
- ~~3) County officials and employees are expected to exercise good judgment and proper regard for the expenditure of public funds when incurring travel/business expenses. Personal items and other non-business/professional related expenses will not be reimbursed by the County.~~
- 4) ~~3) Any deposit, pre-registration fees or any other pre-trip costs, including non-refundable costs imposed by discount travel vendors and internet travel sites, that are lost or forfeited due to an alteration in the official's or employee's plans, other than those caused by an documented emergency of work or family, shall be reimbursed to the County.~~

B) Travel and Business Expense Documentation

- 1) All claims for the reimbursement of travel/business expenditures shall be submitted on a County Travel Expense Form Voucher and which shall be itemized in accordance with this Ordinance.
- ~~1) 2) All travel expenses charged to the County Procurement Card shall be reported on a County Travel Expense Form and shall be itemized in accordance with this policy as soon as reasonably possible. after charges are incurred.~~
- ~~2) 3) An For travel to conferences, workshops, and/or seminars, an agenda must accompany all requests for reimbursement regarding travel to and from and attendance at conferences, seminars, schooling and meetings.~~
- ~~3) 4) The purpose of the travel shall be indicated on the travel voucher Form and shall show in the spaces provided the dates and times of travel, the points of departure and destination, the mode of transportation and the cost of transportation incurred.~~
- ~~4) 5) Original receipts Receipts for lodging and transportation expenses must be submitted as documentation in order for travel/business expenses to be reimbursable. If in all cases, the original detailed lodging and transportation bills and the actual transportation ticket are not available, other credible documentation is required.~~
- ~~5) 6) For Business one-day travel, original itemized receipts are required as documentation for meal expenses.~~
- ~~6) Original charge card receipts are acceptable for taxi and/or limousine expenses.~~
- 7) Gratuities, other than tips for meals, must ~~are to~~ be identified on the specific reimbursement line on the County Travel Expense ~~Voucher Form~~.
- 8) Original receipts are required for each all ~~other~~ miscellaneous items in excess, individually, per day, of \$10.00.
- 9) Miscellaneous items must ~~are to~~ be identified on the specific reimbursement line on the County Travel Expense ~~Voucher Form~~.
- 10) Individuals submitting travel ~~voucher Forms~~ are personally responsible for accuracy and propriety. Any misrepresentation shall be grounds for disciplinary action and possible legal action.

C) Approval and Submission of Travel Voucher Forms

- 1) The completed Travel Expense ~~voucher Form~~ shall be first approved by the elected official/Department Head, who shall review the expenses and attached receipts and approve the Travel Expense ~~voucher Form~~ by signing the ~~voucher Form~~ on the appropriate signature line. The Travel Expense ~~voucher Form~~ shall then be forwarded to the County Auditor, with a copy to be maintained by the Department.
- 2) Travel Expense ~~voucher Forms~~ that are not prepared in accordance with this Ordinance or not properly supported by receipts when required shall be returned by the County Auditor to the elected official/Department Head for correction.
- 3) ~~In order to receive reimbursement for allowable travel/business expenses, for all local, in State travel, the completed Travel Expense voucher Form and the supporting receipt documentation must be submitted to the County Auditor within sixty (60) days of the initiation of travel.~~
- 4) ~~For all out of state travel, the completed Travel Expense voucher Forms should~~ must be submitted to the County Auditor within sixty (60) days of the completion of travel.
- 4) ~~Reimbursable business travel expenses that have been incurred after November 1st must be submitted for reimbursement to the County Auditor prior to January 15th of the following fiscal year.~~
- 5) ~~A Failure to comply with timely submission of the Travel Expense voucher Form submitted to the County Auditor after the deadline for payment of bills for the prior fiscal year may result in a disallowance of reimbursement.~~

10.79-4 ALLOWABLE TRANSPORTATION EXPENSES

A) General Provisions- All travel shall be by the most direct route and by the most economical mode of transportation available, considering travel time, costs, and work requirements. In the event an individual, for one's own convenience, travels by an indirect route or a less overall economical mode of transportation, the additional travel expense shall be borne by such individual.

B) Use of Personal Vehicle for Out- of- State Travel

- 1) When the use of a privately owned vehicle is necessary or desirable, it may be used at the reimbursement rate approved by the County Board for determination of mileage for business expenses.
- 2) When transportation by privately owned automobile is authorized or approved by the elected official/Department Head, distances between points traveled shall be recorded on the travel ~~voucher Form~~. Only those expenses that are related to County business will be reimbursed. The employee will be responsible for all other expenses incurred.
- 3) When the use of commercial carrier for out-of-state travel is an economical, feasible and practical alternative to the use of a personal vehicle, the total mileage reimbursement for use of a personal vehicle shall not exceed the cost of travel by commercial carrier, including the costs of taxi or limousine transportation, inclusive of local taxes and surcharges, to/from the terminal.
- 4) ~~For reasons of expediency or choice, individuals may desire to use their personal car. Other situations may involve a combination business and pleasure trip. While such use generally should be discouraged, it is recognized there may be situations where such use is warranted. Only those expenses that are related to County business will be reimbursed. The employee will be responsible for all other expenses incurred.~~
- 5) ~~The use of a privately owned automobile is permitted when such use is necessary or desirable due to a lack of other convenient means of transportation or is otherwise advantageous to the County.~~
- 6) When two or more County employees travel in one privately owned vehicle, mileage reimbursement will be made to the employee who owns the vehicle. The names of all County employees who traveled in one privately owned vehicle should be listed on the Travel Expense ~~voucher Form~~.
- 7) Certain incidental expenses associated with the use of vehicles shall be reimbursed as follows:
 - a) When driving a County owned vehicle, the purchase of gasoline shall be reimbursed when the employee is unable to use the County's gasoline service pumps. An original receipt will be required.
 - b) The cost of automobile parking fees, bridge, road and tunnel tolls shall be reimbursed. The fee for parking a vehicle at a common carrier terminal, or other parking area, while the traveler is away shall be allowed only if the total parking fees plus the allowable mileage reimbursement to and from the terminal area does not exceed the cost for use of a taxicab or limousine service to and from the terminal.

C) Use Of Rental Automobiles

1) The use of rented automobiles shall be kept to a minimum. Every effort shall be made to obtain other suitable transportation. Where circumstances require the use of a rental automobile, the most economical vehicle available that is suitable for the conduct of the County's business, shall be obtained. In such instances, the actual cost may be charged and a full explanation for the use of the rental vehicle shall accompany the travel voucher Form. No reimbursement will be made for rental on days when unrelated to County business is not transacted.

2) ~~Rental vehicle reimbursement is limited to the following circumstances:~~

a) ~~When the employee's final travel/business destination is remote to the transportation terminal and there is no other cost-effective conveyance from the common carrier terminal.~~

~~When timely flight connections can only be made for the County employee by utilizing a short-term rental car.~~

b) a)

D) Commercial Carrier Travel

- 1) ~~In those instances where travel will be best served by using C-commercial carriers such as airlines, railroads, bus lines, etc., are the preferred means of travel such use should be given consideration and encouraged.~~ Expense reimbursement will consist of actual expenses paid to the respective carrier. Travel on airlines shall ordinarily be by coach class. Every attempt will be made to book airplane accommodations as far in advance of travel as is possible in order to take advantage of any discount fares.
- 2) Taxicab fares are reimbursable. Receipts for fares are required if over \$10.00. If free van, bus, or shuttle service is available and convenient, employees are encouraged to use this service in lieu of taxicabs or limousines. Taxicab fares must be substantiated as to business purpose.
- 3) Use of airport limousine service is reimbursable when there is an economic cost benefit compared to the use of alternative transportation.

10.79-5 ALLOWABLE LIVING EXPENSES

A) Reimbursement for Meal Expenses :

- 1) Within McLean County, meals including tips may be reimbursed for officials and employees attending conferences and seminars if the attendance at the conference or seminar is required by the Department Head and if the conference or seminar requires the official or employee to be away from their workplace or home during a meal. The same limits apply as noted in Section 10.79-5(B)(1)(a).
- 2) Alcoholic beverages are excluded from reimbursement.
- 3) Meal tips shall be limited to twenty (20%) percent of the allowable meal expense.

B) Reimbursement for Meal Expenses - One Day Business Travel:

- 1) When traveling outside McLean County, the maximum allowable reimbursement for meals including tips for one-day business travel ~~is shall hereby be established as follows:~~

- a) For travel in Illinois, except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will:

Breakfast: \$ 8.00
Lunch: \$10.00
Dinner: \$16.00

- b) For travel in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will and Out-of-State Travel:

Breakfast: \$10.00
Lunch: \$12.00
Dinner: \$20.00

- 2) For one-day business travel, employees shall be required to submit ~~original, itemized~~ receipts for meal expenses incurred. Charge card receipts with totals only are not acceptable. ~~Failure to do so will result in denial of reimbursement. The total allowable meal expense reimbursement shall not exceed the allowance specified in Section 10.79 5(B)(1).~~
- 3) ~~Partial Day Reimbursement:~~ Partial day reimbursement for meal expense shall be limited to those meal(s) that an employee could not reasonably consume at home due to the time required to travel. Breakfast is payable when an employee is traveling outside of McLean County prior to 6:00 AM, lunch is payable when the employee is traveling to or from a location outside of McLean County between 11:00 AM and 1:00 PM and dinner is payable when an employee is traveling outside of McLean County after 6:00 PM.
- 4) Meals including tips will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel ~~voucher~~Form at the time of request for reimbursement.
- 5) During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the ~~stated~~ allowance specified in Section 10.79 5(B) (1) above for the meal. An explanation of the conflict must be attached to the travel ~~voucher~~Form along with itemized receipts, and is subject to the approval of the Department Head or elected official.

C) Per Diem Reimbursement for Meal Expenses: Overnight Travel:

- 1) Per Diem reimbursement will be paid for meal expense when travel includes an overnight stay or is eighteen (18) or more continuous hours.
- 2) Per Diem meal reimbursement ~~is will be paid for meal expense at the following rate:~~

- a) For overnight travel in Illinois except for the following counties - Cook, Lake, McHenry, Kane, DuPage, Will: \$34.00.

- b) For overnight travel Out-of-State and in the following counties in Illinois: Cook, Lake, McHenry, Kane, DuPage, Will: \$42.00.

- c) Per Diem reimbursement for meal expense will be paid without submitting itemized receipts.

- d) Per diem for qualifying fractions of day shall be based upon partial day meal expense maximums as specified in Section 10.79 5(B) (3).

- e) Meal allowance and per diem may not be mixed on the same trip or day.

e) —

- 3) Meals including tips will not be reimbursed if the cost of meals for seminars or official meetings is included in the registration fee. A copy of the agenda/meeting brochure shall be submitted with the travel ~~voucher~~Form at the time of request for reimbursement.
- 4) During a seminar or conference, if an individual cannot attend the included meal because of a conflicting related meeting, reimbursement shall not exceed the ~~stated~~ allowance specified in Section 10.79 5(B) (1)

~~above for the meal. An explanation of the conflict must be attached to the travel voucher Form and is subject to the approval of the Department Head or elected official.~~

D) Overnight Travel: Reimbursement for Lodging Expenses:

- 1) Actual lodging expense shall be, when available, the "government economy" room rate offered by a hotel. When a conference/convention is the reason for the trip, the person shall be reimbursed at the available convention lodging rates, unless such accommodations are not available to the person making the trip.
- 2) Itemized receipts are required to be submitted with travel voucher Forms to support all lodging expenses claimed.
- 3) Lodging provided by a friend, relative or non-invoicing lodging organization is not reimbursable.
- 4) For travel more than seventy-five (75) miles, the number of nights for which an employee may obtain reimbursement shall be limited to the number of nights necessary to conduct County business. For those conferences or meetings that begin in the morning, arrival the night before the conference is reimbursable. For conferences which end after 6:00 p.m., lodging expense for that night will also be reimbursed. Employees are encouraged to return on the final day of the conference whenever possible.
- 5) ~~It is not considered prudent to use public funds for overnight lodging for a one-day meeting/seminar/workshop within a seventy-five (75) mile radius of the County complex, therefore it will not be normally reimbursed.~~ Exceptions to this policy would be:
 - a) When documented business meetings extend beyond 8:00 p.m. Business meetings, in this instance include dinners, receptions or social functions sponsored for attendees during the evening hours which are a scheduled event and part of the agenda for the meeting/seminar/workshop.
 - b) If weather conditions make a return trip unsafe, then an overnight stay may be reimbursable.
- 6) Longer stays where lodging is reimbursable are permitted if the additional stay results in significant savings in round-trip transportation costs. The employee requesting the reimbursement for the longer stay must document the net savings, including the lodging expense and meal reimbursement. Lost work time should also be taken into account when calculating the cost savings.
- 7) One personal telephone call per each day of an overnight stay will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card ~~at a maximum of reimbursement rate of \$10.00.~~ Necessary business related telephone calls will be reimbursed on a lodging bill, telephone credit card, or pre-paid telephone calling card.
- 8) ~~Personal items such as movie or game rentals will not be reimbursable.~~ In the event of an emergency, clothes cleaning and/or dry cleaning ~~will be~~ may be eligible for reimbursement, providing w/ ~~Written justification explaining the nature of the emergency must accompany the any request for reimbursement request of this expense.~~
- 8) ~~The use of discount internet sites and hotel internet sites for booking reservations using the County credit card shall be restricted to those discount internet sites and hotel sites that permit reservations to be canceled or modified with advance notice.~~
- 9) ~~An employee who wishes to make a reservation by using a discount internet site or a hotel internet site that offers no refund and no changes to the reservation must use the employee's personal credit card and assume full risk if the reservation needs to be cancelled or modified. The employee's lodging expenses are eligible for reimbursement pursuant to the County's Travel and Business Expense Reimbursement Policy.~~
- 10) ~~If an employee elects to use an approved discount internet site or hotel site to make a reservation using the County credit card and then fails to abide by the internet site's Terms and Conditions and, as a result, the County is liable for additional charges, the employee may be responsible for reimbursing the County the full amount of the additional charges.~~

~~The employee will not be responsible for reimbursing the County if the Conference is cancelled or the dates of the Conference are changed for any reason. The employee will not be responsible for reimbursing the County if the employee is unable to attend the Conference due to illness, including illness in the employee's family, unexpected family or business emergency, and/or weather conditions that restrict travel.~~

E) Travel Advance

- 1) Employees whose travel will take them out of the County for more than twenty-four (24) hours may apply for an advance to cover the allowance for meals and any other reasonable travel expenses, if the expenses are expected to exceed ~~\$50.00~~ \$100.00. Travel advances shall not be paid out of petty cash.
- 2) Application for a Travel Advance shall be submitted in writing to the County Auditor at least ~~five (5)~~ ten (10) working days prior to the departure date. Applications for a Travel Advance shall be accompanied by an Agenda, when applicable.
- 3) ~~In order to avoid unnecessary paperwork, travel~~ Travel advances ~~will~~ shall be issued only ~~for~~ travel when the trip is outside McLean County and involves an overnight stay.
- 4) If travel expense reimbursement ~~voucher~~ Forms are not received within sixty (60) days of initiation of travel ~~for local or in-state travel or sixty (60) days after completion of travel for out-of-state travel~~, then the full amount of the travel advance must be paid back to the County. Future advances will not be granted unless all previous advances have either been appropriately documented by Expense Form or repaid. If not reimbursed by the employee within sixty (60) days, future advances will be disallowed.

10.79-6 LOCAL BUSINESS EXPENSE REIMBURSEMENT

- A) The cost of hosting a meeting related to County business shall be reimbursable provided such expenses are reasonable, documented, and within the budgeted appropriation.
- B) All local business expenses shall be itemized and fully documented to include the actual County business transacted, the individuals in attendance and their respective business affiliations.
- C) The actual cost of meals for County employees and other persons in attendance shall be reimbursed in accordance with the Meal Reimbursement schedule in Section 10.79-5(A).
 - 1) To be eligible for reimbursement of a meal with a business representative, County business must have been discussed during the meal.
 - 2) Actual original receipts must be submitted in order to receive reimbursement.
 - 3) In all cases, reimbursement for alcoholic beverages is not allowed.
- D) A meeting consisting solely of ~~two~~ (2) or more County employees dining together and discussing County business will not constitute a reimbursable business meal expense.

10.79-7 REIMBURSEMENT OF MISCELLANEOUS EXPENSES: Under Miscellaneous Expenses, the County may reimburse the following items:

- A) Business telephone calls.
- B) Public Transit (if used instead of taxicab or hotel transportation).
- C) Parking fees.
- D) Storage of baggage.
- E) Rental of meeting room or dining room for official business of McLean County (only when appropriate).
- F) Tips for parking attendants and baggage handling.
- G) One (1) personal call per overnight stay, with a maximum reimbursement of \$10.00 will be allowed.

A receipt shall accompany any individual, miscellaneous expense OVER \$10.00.
Housekeeping tips are NOT an allowable expense.

10.79-8 USE OF COUNTY PROCUREMENT CREDIT CARDS FOR TRAVEL AND BUSINESS EXPENSE

- A) ~~A County department may obtain a credit card only if it is necessary for the efficient operation of the department in regard to charging and payment of departmental travel expenses. Generally, a credit card will only be issued to a County department that is required on a routine and/or an immediate basis to make travel arrangements to carry out the department's statutory responsibility.~~
- B) ~~All requests for authority to obtain a credit card must be made to the appropriate County Board oversight committee. Approval is required prior to application for a departmental credit card.~~

~~C) Credit cards must be issued in the name of the department with the Department Head as the responsible party for billing purposes.~~

~~D) Charges shall not be made to a department credit card, which are not covered by sufficient appropriation in the appropriate County budget.~~

1) The County Procurement Card may be used to pay for air fares, lodging, car rental, ground transportation, registration and other reimbursable business expenses, not including travel-related meals.

2) The County Procurement Card may be used to book travel reservations through discount internet sites and hotel internet sites. An employee who uses the County Procurement Card to book travel reservations through discount internet sites and hotel internet sites assume full risk if the reservation needs to be cancelled or modified, and additional charges are incurred. The employee's travel and business expenses are eligible for reimbursement pursuant to the County's Travel and Business Expense Reimbursement Policy.

3) If an employee elects to use a discount internet site or hotel site to make a travel reservation using the County Procurement Card and incurs any unreimbursable costs for any reason, including failure to abide by the internet site's Terms and Conditions, the employee will be personally responsible for reimbursing the County the full amount of the additional charges and agrees that the County will use all means at its disposal to recover said additional charges.

10.79-9 APPROPRIATE BUDGET LINE ITEMS FOR TRAVEL EXPENSES: The following line items are to be used for the charging of travel expenses. The proper account shall be used for travel related expenses, based on the descriptions below:

A) 718.0001 Schooling and Conference: The line-item appropriation for lodging expense, travel expense, meal reimbursement expense incurred in attending schooling and conferences. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.

B) 760.0002 Non-Travel Business Meal Expense: Business meal expense incurred within McLean County not involving business travel.

C) 793.0001 Travel Expense: The amount appropriated to each respective department for use in defraying the expense of travel, including mileage reimbursement, incurred on official county business only. This is exclusive of schooling and conference. Reimbursement shall not exceed the amounts and rates set forth in the applicable policies of the County Board.

10.79-10 STATE, FEDERAL LAWS AND REGULATIONS

A) Provisions of this policy shall not apply when in contradiction with State or Federal Law and Regulations as determined by the State's Attorney.

B) Consistent with the Internal Revenue Service regulations, travel expense reimbursements or advances shall be included as "wages, tips or other compensation" on all W-2's for the year unless an "adequate accounting" is made to the County.

C) It is in the interest of the County and its employees/officers to have a Business Travel Expense policy requiring adequate accounting within Internal Revenue Service guidelines.

10.79-11 MISUSE OF McLean COUNTY TRAVEL POLICY: Any misrepresentation or misuse of this policy may shall be grounds for disciplinary action and/or criminal or civil liability. Suspected misrepresentations or misuses shall be reported to the County Administrator for review and referral to appropriate oversight committee and/or the State's Attorney.

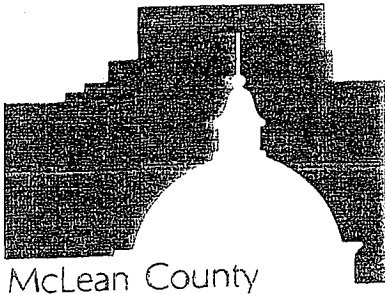
ADOPTED by the McLean County Board this 20th day of September, 2011.

ATTEST:

APPROVED:

Kathy Micheal, Clerk of the County Board,
McLean County, Illinois
/cobd/ord_amend personnelcode_sept2011

Matt Sorensen, Chairman
McLean County Board



McLEAN COUNTY SHERIFF'S OFFICE
MIKE EMERY, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

August 30, 2011

TO: Honorable Mrs. Bette Rackauskas, Chairperson, and Honorable Members of the
McLean County Justice Committee

FROM: Sheriff Mike Emery

RE: September 6, 2011 Justice Committee Meeting

I respectfully request that the following items be placed on the September 6, 2011, Justice Committee Agenda for Action.

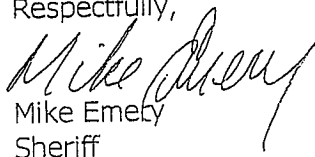
Action

- 1.) Renewal of Task Force 6 Grant – Expanding Multi-Jurisdictional Narcotics Units
- 2.) Intergovernmental Agreement with City of Bloomington for booking services
- 3.) Intergovernmental Agreement with Town of Normal for booking services
- 4.) Intergovernmental Agreement with Illinois State University for booking services

Information

- 1.) McLean County Detention Facility Population Report
- 2.) McLean County Detention Facility Inspection Report

Respectfully,


Mike Emery
Sheriff

McLEAN COUNTY - GRANT INFORMATION FORM
GRANT 409020

General Grant Information

<u>Requesting Agency or Department:</u> TASK FORCE 6		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 10/1/2011 End: 09/30/2012
<u>Grant Title:</u> EXPANDING MULTI-JURISDICTIONAL NARCOTICS UNITS		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 11/15/2011 \$20,000.00 WITH 3 ADDITIONAL DISBURSEMENTS TO BE RECEIVED QUARTERLY	
<u>Grant Amount:</u> \$64,106.00		<u>Source of Matching Funds (if applicable):</u> TASK FORCE 6 OPERATING FUNDS	
<u>Match Amount (if applicable):</u> Required Match : \$ 21,369.00 Overmatch: \$ 80,064.00		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Grant Total Amount:</u> \$165,539.00		<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>1</td> </tr> <tr> <td>Personnel Cost</td> <td>\$ 81,924.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 0.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$ 81,924.00</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td>\$</td> </tr> <tr> <td>Equipment</td> <td>\$</td> </tr> <tr> <td>Other</td> <td>\$ 83,615.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$ 83,615.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$ 165,539.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1	Personnel Cost	\$ 81,924.00	Fringe Benefit Cost	\$ 0.00	Total Personnel Cost	\$ 81,924.00	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$ 83,615.00	Total Additional Expenses	\$ 83,615.00	GRANT TOTAL	\$ 165,539.00	<u>Description of equipment to be purchased:</u> NOT APPLICABLE	
Grant Expense Chart																											
Personnel Expenses	Costs																										
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Personnel Cost	\$ 81,924.00																										
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Total Additional Expenses	\$ 83,615.00																										
GRANT TOTAL	\$ 165,539.00																										
		<u>Description of subcontracting costs:</u> NOT APPLICABLE																									
		<u>Other requirements or obligations:</u> \$ 250.00 COMMODITIES \$ 1,000.00 TRAVEL \$82,365.00 CONTRACTUAL \$83,615.00																									

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

Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature _____
Date

Grant Administrator/Coordinator Signature (if different) _____
Date

OVERSIGHT COMMITTEE APPROVAL

Chairman _____
Date

COVER PAGE

PROGRAM TITLE:	Expanding Multi-Jurisdictional Narcotics Unit
AGREEMENT NUMBER:	409020
PREVIOUS AGREEMENT NUMBER(S):	809120, 407020, 406020, 405220, 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416
ESTIMATED START DATE:	October 1, 2011
SOURCES OF PROGRAM FUNDING:	
<i>JAG FUND FFY 09 Federal Funds:</i>	\$ 64,106.00
<i>Matching Funds:</i>	\$ 21,369.00
<i>Over-Matching Funds:</i>	\$ 80,064.00
Total:	\$ 165,539.00
IMPLEMENTING AGENCY'S NAME:	COUNTY OF MCLEAN
ADDRESS (This address must be the physical address that is registered with CCR and include nine digit zip code):	115 E. Washington St., Room 401 Bloomington, IL 61701-5005
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	075597187
IMPLEMENTING AGENCY'S CCR REGISTRATION EXPIRATION DATE:	02/28/2012
IMPLEMENTING AGENCY'S CAGE CODE:	47UN3
PROGRAM FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	Treasurer
TELEPHONE:	309-888-5180
PROGRAM AGENCY'S NAME:	STATE POLICE, ILLINOIS
PROGRAM AGENCY'S ADDRESS (This address must be the physical address that is registered with CCR and include the nine digit zip code):	407 N Kays Dr., Suite D Normal, IL 61761-1958
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	P.O. Box 1511 Bloomington, IL 61702-1511
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	M/Sgt. Benjamin Halloran
TITLE:	Task Force 6 Commander
PROGRAM AGENCY'S DUNS	792521630
PROGRAM AGENCY'S CCR EXPIRATION DATE	04/20/2012

PROGRAM AGENCY'S CAGE CODE	5M3Y5
FISCAL CONTACT PERSON:	Jennifer Miller
AGENCY:	County of McLean, Sheriff's Dept.
TITLE:	Bookkeeper
TELEPHONE:	309-888-5033
FAX:	309-888-5072
E-MAIL:	jennifer.miller@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Michael J. Reidy
TITLE:	Chief of Police, City of Clinton
TELEPHONE:	217-935-9441
FAX:	217-935-4219
E-MAIL:	mreidy@clintonillinois.com
PROGRAM AGENCY'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code registered with CCR. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx):	15
PRIMARY AREA OF PERFORMANCE (This should be completed if grant activities are taking place in a location other than the Program Agency's office registered with CCR. This needs to be an address with nine digit zip. If locations are the same please mark "N/A"):	N/A
PRIMARY AREA OF PERFORMANCE'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx . If the place of performance is the same as the Program Agency's address listed in CCR please mark "N/A"):	N/A
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:	NO
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	NO
Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	NO
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

Last Updated September 17, 2010 2

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

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

Grant Number: 409020 Federal Grant Award Amount: \$ 64,106.00

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

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

Contact Person: Benjamin Halloran

Telephone #: 309/452-9961

Fax #: 309/452-9981

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

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

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

Check all of the following that apply:

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

B. Halloran
[Signature of Responsible Official]

Benjamin Halloran/Commander
[Print Name and Title]

08-15-11
[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

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

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

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

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

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

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete ENTIRE certification)

Grant Program (circle applicable grant program):
JABG, JAG, NCHIP, NFSIA, RSAT, VAWA, VAWA SASP, VOCA, Other (Specify)

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

Address: 115 E. Washington, Suite 401
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

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

Grant Number/Contract Name: 409020 Expanding Multi-Jurisdictional Narcotics Unit Program

Certification Statement:

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

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

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

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

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS (You MUST attach a copy of all finding(s) made within the past 3 years that have not yet been submitted to the Authority)

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

Matt Sorensen, County Board Chairman

[Signature of Responsible Official]

[Title]

[Date]

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

On behalf of County of McLean on behalf of Task Force Six

I am requesting an initial cash request of \$20,000.00 as permitted in Interagency Agreement # 409020.

B. Waller
Signature of Authorized Official

08-15-11
Date

Commander
Title

Expanding Multi-Jurisdictional
Narcotics Unit Program
Program Name

37-6001569
Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Designation Amount: \$ _____

Grant Program Performance Period

From: _____ To: _____

Requested Disbursal \$ _____

Approved By: _____

Date _____

Supervisor Approved By: _____

Date _____

EXPANDING MULTI-JURISDICTIONAL NARCOTICS UNIT
TASK FORCE 6
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT # 409020

I. SUMMARY OF PROGRAM

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

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

The Task Force 6 continues to lease office space in Normal, yet a facility with a larger amount of parking space and geographically closer to the DeWitt County area would be more conducive. At the time Task Force 6 moved to its current facility, the office was centrally located to serve Livingston, McLean and DeWitt counties. With the removal of the Livingston County agencies, the Task Force 6 office is at the northern end of its operation area. In addition, the office has an extreme shortage of parking due to a large business now renting the majority of the building and occupying the majority of parking spaces. Task Force 6 officers daily must double park or triple park to accommodate the vehicles driven by personnel assigned to the Task Force 6 office.

II. REVIEW OF PROGRESS

Please provide an explanation of the progress made towards the program's objectives that the organization has made to date since federal funding began. This information should include a realistic statement of the impact the federal dollars have had in addressing the problem that was initially identified. Please also include a discussion of the progress made toward securing other funding to continue this program upon expiration of federal funding.

Goal: Combat illegal drug activity in rural communities.

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

Task Force 6 conducted 2 search warrants on suspected indoor cannabis grow operations (one of which yielded 4 cannabis plants); initiated 2 other investigative details targeting suspected indoor cannabis grow operations; and had 1 other investigative case that lead to the discovery of an indoor cannabis grow operation consisting of 9 plants.

Objective 2: Combat the increase in availability of unlawful prescription medications in the McLean/DeWitt counties area by specifically targeting investigative efforts to identify/arrest those unlawfully selling and/or possessing prescription medications.

Thus far, Task Force 6 has opened 17 investigative cases; made several prescription pill purchases; and made 8 arrests for unlawfully selling prescription medications.

Task Force 6 also assisted with a death investigation of a 17-year-old victim of a prescription pill overdose in McLean County.

Objective 1: Conduct 10 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6.

Task Force 6 has conducted 7 details targeting area truck stops, and 1 rest area interdiction detail which resulted in the arrest of 4 persons.

Goal: Enhance the effectiveness/professionalism of the work unit and overall expertise level by mandating advanced training in the area of narcotics enforcement.

Objective 1: Obtain 180 hours of goal specific training toward narcotic and cannabis investigations to address the cocaine and cannabis problem in the Task Force 6 area.

Task Force 6 officers attended the following training courses:

- 2 officers attended a 4-hour methamphetamine refresher training course.
- 7 officers attended a 4-hour training session on major narcotic seizure follow up investigations.
- 2 officers attended a 24-hour Drug Unit Commander course covering topics such as high risk event planning, undercover operations and liability issues.
- 6 officers attended the 16-hour Illinois Drug Enforcement Officers Training Conference.
- 1 officer attended the 80-hour Basic DEA Investigator Course.
- 5 officers attended a 2-hour training course on mass transit interdiction.

TOTAL Training Hours = 270

III. STATEMENT OF PROBLEM

The operational area of Task Force 6, with the exception of the urban areas of Bloomington/Normal, IL is predominately rural and served by smaller police agencies. None of the agencies aside from Bloomington Police Department and the Normal Police Department have dedicated officers working full time toward narcotics enforcement. Without Task Force 6, a multi-jurisdictional unit comprised of officers from 6 different agencies, narcotics enforcement in these rural areas would go virtually unchecked. To the Bloomington Police Department and the Normal Police Department, Task Force 6 provides assistance in both local investigations and investigations that expand to other areas of the state including Chicago.

The McLean and DeWitt counties area serviced by Task Force 6 experience many of the same problems other areas across the state and nation have in regards to illegal drugs. Specifically, this area is experiencing increased use of unlawfully possessed

prescription medications. The amount of prescription drugs available to be illegally purchased, combined with area overdose deaths show this to be a continuing problem.

Cocaine and crack cocaine use/distribution continue to be an issue in the McLean and DeWitt counties area, especially within the more urban areas of Bloomington and Normal which have an increase in gang activity. Part of this may be attributed to the relocation of citizens who previously resided in residences within the jurisdiction of the Chicago Housing authority. Task Force 6 works closely with the Bloomington Police Department and Normal Police Department toward enforcement efforts targeting gangs. One area that is in extreme need to Task Force 6 and law enforcement in general is the availability of Spanish speaking officers and interpreters.

Marijuana use appears to be increasingly prevalent in the operational area of Task Force 6 and indoor grow operations are becoming increasingly common. This creates a dangerous work environment for officers who may be exposed to the associated chemicals and mold issues associated with these operations. Campus sales of marijuana are wide spread and all areas of Illinois are experiencing an influx of "medical" marijuana from California as evidenced by numerous patrol seizures and Task Force 6 investigative cases. To combat the importation and distribution of illegal drugs in Illinois, Task Force 6 has stepped up its efforts by conducting operations targeting drug smugglers in the area truck stops. Task Force 6 recently received training in mass transit interdiction to address drug traffickers utilizing buses and is developing a hotel/motel initiative to step up proactive activity in these areas to reduce the flow of illegal drugs.

Task Force 6 relies heavily upon federal funding for the continued operation of the unit. With all area police agencies currently members of Task Force 6 experiencing budget cuts, it is now more important than ever. As mentioned previously, narcotics enforcement would go virtually unchecked in the rural operational area of Task Force 6 without a multi-agency enforcement unit available to combat illegal drugs to protect our citizens. As a result of funding concerns for the MEGs and Task Forces, recent legislation was passed in an effort to assist MEGs and Task Forces with funding via the addition of a \$25.00 drug conviction fee, the purpose of which is to fund the MEGs and Task Forces. These units are working toward ensuring this fee is assessed to drug cases in order to be collected. Also, efforts are being made for accountability reasons to protect this fund from being "swept" as this has already occurred.

IV. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 15 Proactive Investigative Details targeting hotels/motels and storage units possibly utilized for illicit drug sales, use and storage, as well as possible weapons in the McLean/DeWitt County area.

Performance Indicator: The number of hotel/motel and storage unit interdiction details conducted and investigative cases opened. This information will be collected by the Inspectors conducting the details and forwarded to the Task Force 6 Commander for compilation.

Objective 2: Conduct 10 proactive investigations targeting unlawful use of prescription drugs to combat the increase in availability of unlawful prescription medications in the McLean/DeWitt counties area to identify/arrest those unlawfully selling and/or possessing prescription medications.

Performance Indicator: The number of investigative cases opened and number of arrest for persons unlawfully selling and/or possessing prescription medications. This information will be collected by Task Force 6 Agents opening cases and making arrests and reported to the Task Force 6 Commander.

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

Objective 1: Conduct 10 proactive details at local truck stops and rest areas in an effort to identify and arrest those persons bringing drugs into the area of Task Force 6. Also, details are to be conducted targeting mass transit means through which drugs may be imported to or through the Task Force 6 area.

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

Goal: Enhance the effectiveness/professionalism of the work unit and overall expertise level by mandating advanced training in the area of narcotics enforcement.

Objective 1: Obtain 180 hours of goal specific training toward narcotic and cannabis investigations to address the cocaine and cannabis problem in the Task Force 6 area.

Performance Indicator: The number of training hours. The Task Force 6

Commander will collect this information.

Objective 2: Ensure a minimum of 2 unit officers are trained in the area of advanced electronic surveillance.

Performance Indicator: Course attendance completion of advanced training in the area of electronic surveillance. Number of officers who attend this advanced training.

**** See attached Performance Indicators**

V. PROGRAM STRATEGIES

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

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

Members of the task force will remain employees of their home agency and will be expected to comply with the rules of that agency, those of the Task Force, and of the

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

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

Task Force 6 will continue to provide ongoing drug awareness and drug recognition training to community civic groups, high schools, colleges and universities, in addition to governmental agencies including Probation Officers in the Task Force 6 area. These operations, diligently applied, will ensure that Task Force 6 combats illegal drug usage from prevention efforts as well as the enforcement efforts. Task Force 6 will continue to work in the area of package interdiction. Proactive details in area truck stops and rest areas work toward preventing the importation of drugs into and through the Central Illinois area served by Task Force 6 as well as serving to protect citizens from other crimes due to increased police presence. Task Force 6 is concentrating efforts to attack narcotics activity in the rural areas to address citizen concerns and complaints. Through the proactive details conducted in McLean and DeWitt counties, Task Force 6 hopes to develop intelligence and cultivate confidential sources to assist drug enforcement efforts. However, Federal funding of our operations remains critical to our success.

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

The Office Manager ensures our agents spend less time in the office, and more time in

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

VI. IMPLEMENTATION SCHEDULE

Task	Date Begun	Date Completed	Personnel Responsible
Conduct 15 Proactive Hotel/motel and storage unit interdiction details	October 1, 2011	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 proactive Investigations targeting unlawful prescription drugs	October 1, 2011	Ongoing	Task Force Commander Task Force 6 Agents
Conduct 10 proactive details at truck stops and rest areas as well as mass transit facilities	October 1, 2011	Ongoing	Task Force Commander Task Force 6 Agents
Attend 180 hours of advance training in drug interdiction and narcotics enforcement.	October 1, 2011	Ongoing	Task Force Commander Task Force 6 Agents
Ensure a minimum of 2 unit officers are trained in the area of advanced electronic surveillance.	October 1, 2011	Ongoing	Task Force Commander Task Force 6 Agents

Submit Quarterly Reports	Quarterly	End of each Commander Quarter of grant period	Task Force Office Manager
Policy Board Meetings	Minimum Quarterly	Monthly or Commander each Quarter	Task Force Office Manager

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

Implementing Agency: County of McLean
 Agreement #: 409020

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	JAG Grant Fund: FFY 09	\$64,106
	Subtotal:	\$64,106
Match:	County of McLean	\$21,369
	Subtotal:	\$21,369
Over Match:	County of McLean	\$80,064
	Subtotal:	\$80,064
	GRAND TOTAL	\$165,539

Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
Batteries & Office Supplies	\$ 20.81	12	\$ 250.00	\$ -	\$ 250.00
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ 250.00	\$ -	\$ 250.00

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

\$250 will be applied to the cost of batteries to record evidence/operations and office supplies . 12 months x\$20.81= \$250.00. In addition, purchases for office supplies include DVD & CD-R disks used to record evidence, jail calls, interviews, photos, and training presentations.

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
	\$ -			\$ -	\$ -	\$ -
Fuel for 2 Grant Purchased Surveillance Vehicles	\$ 41.66		12	\$ 500.00	\$ -	\$ 500.00
Maintenance for 3 Grant Purchased Surveillance Vehicle	\$ 41.66		12	\$ 500.00	\$ -	\$ 500.00
	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Other (Specify)	\$ -			\$ -	\$ -	\$ -
* State rate is calculated at \$.51/mile. If agency rate is lower use that lower rate.						
** Out of State Travel requires prior Authority approval.						
				TOTAL TRAVEL COST	\$ 1,000.00	\$ 1,000.00

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

(See Attached Budget Instructions)

\$500 will be applied to the cost of fuel for two grant purchased surveillance vehicles. 12 months x \$41.66 = \$500.00

\$500 will be used to provide maintenance for three grant purchased surveillance vehicles. This covers routine maintenance such as oil changes, oil & fuel filters, belts and bulbs, dry ice for the rear A/C, tire replacement & other repairs.

All expenditures are based upon past usages.

All vehicles are grant purchased. The Task Force Commander has gas paid for by the State Police. The maintenance is paid from the grant.

Budget & Budget Narrative

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Alarm	\$ 175.00				\$ 1,115.00	\$ 985.00	\$ 2,100.00
Cellular Phones	\$ 483.00				\$ 4,690.00	\$ 1,106.00	\$ 5,796.00
Electric	\$ 250.00				\$ 1,335.00	\$ 1,665.00	\$ 3,000.00
Insurance	\$ 105.00				\$ 1,000.00	\$ 260.00	\$ 1,260.00
Rent	\$ 1,629.00				\$ 19,000.00	\$ 548.00	\$ 19,548.00
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Office Manager		\$ 22.50			\$ 35,716.00	\$ 14,945.00	\$ 50,661.00
		\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 62,856.00	\$ 19,509.00	\$ 82,365.00

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

(See Attached Budget Instructions)

All expenditures are based upon past usages.

The alarm service for the TF6 building for 12 months at \$175/month will be applied as follows: Federal amount \$1,115.00, Match amount of \$985.

The cellular phone service for 11 phones is \$483/month. Cellular phones are essential in conducting operations & are used almost exclusively to communicate during surveillance details, buy-busts, to protect our undercover officers by instant notification of impending danger, and to communicate with confidential sources. Federal amount \$4,690, match amount \$1,106.

The Electric Service for the TF6 building for 12 months at \$250/month will be applied as follows: Federal amount \$1,335.00 and match amount of \$1,665.

The Insurance Coverage for two grant purchased surveillance vehicles for 12 months at \$105/month will be applied as follows: Federal amount \$1,000.00. Match amount \$260.

The Rent for the TF6 facility for 12 months at \$1,629/month will be applied as follows: (2,500 sq. ft. @ \$7.82/sq. ft. per year). The calculation is as follows: \$1,629.00 a month x 12 months = \$19,548 divided by 2500 square feet = \$7.82 a square foot. Federal amount \$19,000, and Match amount \$548.

The Secretary's Salary for 12 months will be applied as follows: Secretary will work 40 hours per week for 52 weeks/year for a total of 2,080 hours @ \$22.50/hr. FICA 4.2% for 3 months = \$491.40 and 6.2% for 9 months = \$2,176.20 for a total FICA of \$2,667.60, Medicare 1.45% = \$678.60, and Unemployment 1.1% = \$514.80 for a total salary of \$50,661. The FICA was reduced by the government to 4.2% for Oct-Dec. Jan-Sept is estimated at 6.2%. A revision will be done depending on the FICA rate from the government. Federal amount \$35,716, and Match amount \$14,945.

	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
PERSONNEL SERVICES	\$ -	\$ 81,924.00	\$ 81,924.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ 250.00	\$ -	\$ 250.00
TRAVEL	\$ 1,000.00	\$ -	\$ 1,000.00
CONTRACTUAL	\$ 62,856.00	\$ 19,509.00	\$ 82,365.00
GRAND TOTAL	\$ 64,106.00	\$ 101,433.00	\$ 165,539.00
TOTAL COST			

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 409020

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13)

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

FISCAL INFORMATION SHEET

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

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 W. Adams, Suite 200, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean

Implementing Agency's FEIN #: 37-6001569 Agreement #: 409020

Program Agency: Task Force Six

Program Title: Expanding Multi Jurisdictional Narcotics Unit Program

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

Name: Diane McCoy

Title: Executive Assistant

Agency: Task Force 6

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

Phone: 309/452-9961 FAX: 309/452-9981

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

Name: Benjamin Halloran

Title: Commander

Agency: Task Force 6

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

Phone: 309/452-9961 FAX: 309/452-9981

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

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

 Federal funds only

X Both federal and local matching funds

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

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean

115 E. Washington, P.O. Box 2400

Bloomington, IL 61702-2400

ATTN: Jennifer Miller

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

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete ENTIRE certification)

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

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

Address: 115 E. Washington, Suite 401
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

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

Grant Number/Contract Name: 409020 Expanding Multi-Jurisdictional Narcotics Unit Program

Certification Statement:

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

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

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

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

Check the following item(s) that apply:

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

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

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

Matt Sorensen, County Board Chairman

[Signature of Responsible Official]

[Title]

[Date]

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

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

Grant Number: # 409020 Federal Grant Award Amount: \$ 64,106.00

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

Address: 115 E. Washington, Suite 401
Bloomington, IL 61701-5005

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

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

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

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

Check all of the following that apply:

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

[Signature of Responsible Official] [Print Name and Title] [Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

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

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

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

County of McLean Government Center [agency/organization name], at 115 E. Washington, Suite 401
Bloomington, IL 61701 [address]

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

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

[Signature of Responsible Official] Matt Sorensen, County Board Chairman [Print Name and Title] [Date]

SECTION 53. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

Jack Cutrone
Executive Director
Illinois Criminal Justice Information Authority
Date

I, Matt Sorensen, Chairman, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #409020 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #409020, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Matt Sorensen
Chairman
McLean County
Date

I, Rebecca McNeil, Treasurer, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #409020 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #409020, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Rebecca McNeil
Treasurer
McLean County
Date

I, M/Sgt Ben Halloran, Master Sergeant, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #409020 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #409020, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

M/Sgt. Ben Halloran
M/Sgt. Ben Halloran
Commander
Task Force Six
08-15-11
Date

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

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

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

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Three Thousand Four Hundred and Six Dollars and no Cents (\$23,406.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of One Thousand Nine Hundred and Fifty Dollars and no Cents (\$1,950.50) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2012 through December 31, 2012. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Randy McKinley, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Steve Stockton, Mayor, City of Bloomington

Date

Randy McKinley, Chief of Police, City of Bloomington

Date

ATTEST:

Tracy Covert, City Clerk, City of Bloomington

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Mike Emery, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

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

Whereas, the Town of Normal has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

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

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions or any actions seeking recovery of money or other remedies.

5. The Town will pay the County at an annual rate of Twenty Three Thousand Four Hundred and Six Dollars and no Cents (\$23,406.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Total amount due herein shall be paid in twelve (12) equal monthly payments of One Thousand Nine Hundred and Fifty Dollars and no Cents (\$1,950.50) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2012 through December 31, 2012. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Normal Police Department shall be sent to:

Rick Bleichner, Chief of Police
Normal Police Department
100 E. Phoenix
Normal, IL. 61761

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any

part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.

14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Chris Koos, Mayor, Town of Normal

Date

Rick Bleichner, Chief of Police, Town of Normal

Date

ATTEST:

Wendellyn Briggs, Town Clerk, Town of Normal

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Mike Emery, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

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

Whereas, The Board of Trustees of the Illinois State University, on behalf of its Police Department, (hereinafter " Illinois State University") has requested the County of McLean to provide booking services; and

Whereas, the County of McLean has booking facilities; and

Whereas, The Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourage intergovernmental cooperation and agreements;

NOW, THEREFORE, The parties hereto agree as follows:

1. The County of McLean (hereinafter "County") will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept for booking any individuals needing or asking for medical care.
3. Within the context of this Agreement, Illinois State University shall have full responsibility for all individuals prior to their delivery for booking by the County. This responsibility shall include the cost of any medical care administered prior to the booking process. Within the context of this Agreement, the County shall have full responsibility for all individuals after their delivery for booking by the ISU Police. This responsibility shall include the cost of any medical care administered during the booking process.
4. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
5. Illinois State University will pay the County a flat annual fee of One Thousand One Hundred and Seventy One Dollars (\$1,171.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Amounts due hereunder shall be paid at the time of execution of the Agreement.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this Agreement for any reason by giving the County six (6) months written notice of its intent to terminate.

8. This Agreement shall be in effect from January 1, 2012 through December 31, 2012. Thereafter, this Agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Illinois State University shall be sent to:

Chief Aaron Woodruff
Illinois State University Police Department
Campus Box 9240
Normal, IL. 61790

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Dr. Larry Dietz, Vice President for
Student Affairs, Illinois State University

Date

Aaron Woodruff, Chief of Police
Illinois State University

Date

APPROVED AS TO FORM:

Lisa Huson, General Counsel
Illinois State University

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Mike Emery, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

APPROVED AS TO FORM:

Hannah Eisner, First Assistant
McLean County State's Attorney

Date

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2011
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 16, 2010, 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 2011 Fiscal Year beginning January 1, 2011 and ending December 31, 2011; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Circuit Clerk Automation Fund 0140 and the Circuit Clerk's Office 0015 and,

WHEREAS, the Justice Committee at its regular meeting on September 6, 2011, approved and recommended to the County Board an Emergency Appropriation Ordinance; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriation budget of the Circuit Clerk Automation Fund 0140 the following appropriation:

	<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Contractual Services 0140-0015-0014 0706-0001	\$51,930	\$27,025	\$78,955

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

ADOPTED by the McLean County Board the 20th day of September 2011.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board



COURT SERVICES

Adult and Juvenile Probation (309) 888-5372
104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

MEMORANDUM

To: Honorable Members of the Justice Committee
CC: Honorable Chief Judge Elizabeth Robb
County Administrator-Mr. William Wasson
From: Lori McCormick
Date: July 25, 2011
Re: Adult Redeploy Illinois Grant

Attached, please find the grant notification to McLean County in the amount of \$138,123.00 for an 18 month period. This grant will enable McLean County to hire a probation officer to work with probationers who are serving a sentence of felony probation for a non-violent offense. The caseload for this officer will be those individuals who have demonstrated the need to have a higher degree of monitoring and supervision to reduce their chances of being committed to the Department of Corrections. Along with the services of a probation officer, the program will fund services to this population in the form of both incentives and sanctions. Advocacy, electronic monitoring, drug testing, and cognitive behavioral groups will be offered to assist the offenders in reducing technical violations of their probation.

McLEAN COUNTY - GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Court Services		<u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Illinois Criminal Justice Information Authority		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	<u>Grant Date:</u> Start: 10/1/2011 End: 12/31/2012
<u>Grant Title:</u> McLean County Adult Redeploy Illinois			
<u>Grant Amount:</u> \$138,123		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Match Amount (if applicable):</u> Required Match :\$0 Overmatch: \$0		<u>Expected Initial Receipt Date:</u>	
<u>Grant Total Amount:</u> \$138,123		<u>Source of Matching Funds (if applicable):</u> n/a	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	

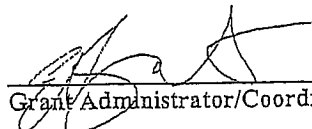
Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th>Personnel Expenses</th> <th>Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td>1.05</td> </tr> <tr> <td>Personnel Cost</td> <td>\$57,489</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$18,140</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$75,629</td> </tr> <tr> <td colspan="2"><u>Additional Expenses</u></td> </tr> <tr> <td>Subcontractors</td> <td>\$36,720</td> </tr> <tr> <td>Equipment</td> <td>\$2,617</td> </tr> <tr> <td>Other</td> <td>\$23,157</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$62,494</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$138,123</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1.05	Personnel Cost	\$57,489	Fringe Benefit Cost	\$18,140	Total Personnel Cost	\$75,629	<u>Additional Expenses</u>		Subcontractors	\$36,720	Equipment	\$2,617	Other	\$23,157	Total Additional Expenses	\$62,494	GRANT TOTAL	\$138,123	<u>Description of equipment to be purchased:</u> Cell phone and breathalyzer evidentiary unit <u>Description of subcontracting costs:</u> Electronic monitoring, individual/group cognitive therapy counseling, consultant and evaluation services <u>Other requirements or obligations:</u> The redeploy sites agree to partake in an evaluation of the program.
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	1.05																								
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GRANT TOTAL	\$138,123																								

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

8.19.11
Date


Grant Administrator/Coordinator Signature (if different)

8/19/11
Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

Form Date: 4/21/06



ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY

300 W. Adams Street • Suite 200 • Chicago, Illinois 60606 • (312) 793-8550

July 28, 2011

Lori McCormick
Director
McLean County Court Services
104 W. Front Street, Room 700
Bloomington, IL 61701

Dear Ms. McCormick:

Enclosed you will find interagency agreement #809051.12 between your office and the Authority for the Adult Redeploy Illinois Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

I also want to draw your attention to changes to our Interagency Agreement that were brought about by Public Act 96-0795 (SB 51) that became law on July 1, 2010 and makes modifications to the Grant Funds Recovery Act (30 ILCS 704/4). Modifications have been made to the Inspection and Audit, and Close-out requirement sections of the Interagency Agreement. In addition, a Use of Funds and a Certification sections have been added to the Interagency Agreement.

The Certification and Signature Section contains the statement "under oath" in the certification statement. This phrase must be included at the direction of the Office of the Illinois Comptroller and the Authority cannot make changes or edits to this statement. At this time notarization is not required.

I would be happy to answer any questions that you might have about these changes, but you might also want to inform your legal counsel of the changes.

If you have any questions, please feel free to contact me at (312) 793-8550 or by email at Lajuana.Murphy@illinois.gov. I look forward to working with you on this program.

Sincerely,

Lajuana Murphy
Federal and State Grants Unit

Enclosures

cc: MF # 809051.12

COVER PAGE

PROGRAM TITLE:	McLean County Adult Redeploy Illinois
AGREEMENT NUMBER:	
PREVIOUS AGREEMENT NUMBER(S):	80905112
ESTIMATED START DATE:	July 1, 2011
SOURCES OF PROGRAM FUNDING:	
FUND: ARRA/AGFFY 09 Funds:	\$138,123.00
Matching Funds:	\$0
Over-Matching Funds:	\$0
Total:	\$138,123.00
IMPLEMENTING AGENCY'S NAME:	McLean County
ADDRESS (This address must be the physical address that is registered with CCR and include nine digit zip code):	Government CTR 115 East Washington, Rm. 101 Bloomington, IL 61701-4089
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	Chairman, McLean County Board
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	376001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	057428943
IMPLEMENTING AGENCY'S CCR REGISTRATION EXPIRATION DATE:	7/13/12
IMPLEMENTING AGENCY'S CAGE CODE:	62SR1
PROGRAM FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	McLean County Treasurer
TELEPHONE:	(309) 888-5180
PROGRAM AGENCY'S NAME:	McLean County Court Services
PROGRAM AGENCY'S ADDRESS (This address must be the physical address that is registered with CCR and include the nine digit zip code):	115 E Washington ST, RM 401 Bloomington, IL 61701-5005
PROGRAM AGENCY'S MAILING ADDRESS (if the same as above mark "N/A"):	104 W Front ST, ROOM 700 Bloomington, IL 61702-2400
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Chief Judge Elizabeth Robb
TITLE:	Chief Judge of the 11 th Judicial Circuit
PROGRAM AGENCY'S DUNS:	075597187
PROGRAM AGENCY'S CCR EXPIRATION DATE:	2/28/12
PROGRAM AGENCY'S CAGE CODE:	47UN3

FISCAL CONTACT PERSON:	Debra Harris
AGENCY:	McLean County Court Services
TITLE:	Administrative Assistant
TELEPHONE:	(309) 888-5372
FAX:	(309) 862-8372
E-MAIL:	debbieharris@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Lori McCormick
TITLE:	Director-McLean County Court Services
TELEPHONE:	(309) 888-5372
FAX:	(309) 862-8462
E-MAIL:	lori.mccormick@mcleancountyil.gov
PROGRAM AGENCY'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code registered with CCR. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx):	11th
PRIMARY AREA OF PERFORMANCE (This should be completed if grant activities are taking place in a location other than the Program Agency's office registered with CCR. This needs to be an address with nine digit zip. If locations are the same please mark "N/A")	N/A
PRIMARY AREA OF PERFORMANCE'S CONGRESSIONAL DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link http://www.elections.il.gov/DistrictLocator/DistrictOfficialSearchByZip.aspx . If the place of performance is the same as the Program Agency's address listed in CCR, please mark "N/A")	N/A
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?	No
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?	No
Question 3) Are the Program Agency's top five compensated officers compensation not available through the Securities and Exchange Commission or the Internal Revenue Service?	No
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A

SECTION 62. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

Jack Cutrone
Executive Director
Illinois Criminal Justice Information Authority

Date

I, Matt Sorensen, Chairman, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement # 809051.12 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement # 809051.12, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Matt Sorensen
Chairman
McLean County

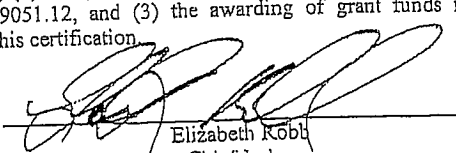
Date

I, Rebecca McNeil, Treasurer, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement # 809051.12 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement # 809051.12, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Rebecca McNeil
Treasurer
McLean County

Date

I, Elizabeth Robb, Chief Judge, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement # 809051.12 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement # 809051.12, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Elizabeth Robb
Chief Judge
11th Judicial Circuit Court

Date

ADULT REDEPLOY ILLINOIS
McLEAN COUNTY
EXHIBIT A: PROGRAM NARRATIVE
Grant # 809051.12

I. SUMMARY OF PROGRAM

In 1997, under Administrative Order from the Chief Judge of the 11th Judicial Circuit, McLean County Court Services implemented an Administrative Sanctions Program to specifically comply with Public Act 89-198 (730 ILCS 5/5-6-4 [i]). Since the inception of the Administrative Sanctions Program, however, the Court Services Office has continued to routinely recommend revocation of felony probation for multiple technical violations instead of using administrative sanctions because available services and monitoring are limited or other needed services are not available. McLean County plans to utilize Adult Redeploy Illinois (ARI) resources to enhance and increase the utilization of the Administrative Sanctions Program by including valid up-to-date intermediate sanctions such as cognitive therapy groups, advocacy/mentoring, job skills, GED services, substance abuse and counseling, and electronic alcohol monitoring. It is anticipated that these enhancements in a redesign of Intensive Probation Supervision (IPS) and Drug Court monitoring will allow individuals who are at high risk of recidivating to receive services, sanctions, and incentives that will enable them to complete their probation without violating the rules that exist to assist them in staying out of trouble.

The key partners in the planning, development, implementation, and continuation of the program are the Court Services Department, the judiciary, and the offices of the State's Attorney and Public Defender. Other partners are the Criminal Justice Coordinating Council, local law enforcement agencies, social service agencies, and a grant manager consultant.

The specific elements in the redesign of the Adult Redeploy Illinois/Intensive Probation Supervision (ARI/IPS) program (including Drug Court monitoring) are:

- Electronic Monitoring (GPS) – for curfew and home confinement enforcement
- Electronic Alcohol Monitoring (Scram) – instead of incarceration
- Cognitive Therapy Groups
- Job Skills Training – applications, Interviewing Skills, Work Ethic Training
- Educational Services – GED, College, Trade School Program
- Substance Use/Abuse Services

At a minimum, McLean County's goal is a 25% reduction (i.e., 9 cases in IDOC commitments based on the three-year average (25% of 35 cases). Based on the three-year trend, it is anticipated that the County will serve 4 to 5 times the baseline number of cases (n=9) at any given time, with the total cost of the program being \$138,123. The targeted offenses will include:

- Driving related cases – DUI, DWLR, and DWLS,

- Property Cases – Burglary, Theft, and Retail Theft
- Possession – Controlled Substance and Cannabis cases
- Other Offenses – Obstructing Justice, Mob Action, Failure to Register as Sex Offender, etc.

The Level of Service Inventory-Revised (LSI-R) assessment will be the primary tool used to ensure that referrals and acceptance into the ARI Program are for those individuals who would otherwise be committed to the Illinois Department of Corrections (IDOC) due to committing felony offenses. In addition to the assessment tool, the Deputy Director, who will be acting as the coordinator of the program, will review the case to insure that only ARI eligible non-violent felony probationers are accepted into the program. Other factors that will be reviewed include the probationer's prior felony convictions, prior failure on adult or juvenile probation, employment status for the past six months or more, educational status, and substance abuse problems. The Deputy Director, will staff the case with the assigned officer, and review any pertinent information regarding the individual. If the client is a Drug Court client, the Deputy Director and/or Drug Court Coordinator will bring the case and eligibility to the Drug Court team for a review of a possible increase in monitoring and programming.

There will be three ways in which an individual will be referred and accepted into the program.

- **Initial placement based upon offense and assessed risk level:** Felony probation clients who reside in McLean County and are placed on probation for an ARI eligible offense with a composite score of 34 on the LSI-R (no override) and have a history of failure on past adult and juvenile probation terms will be screened by the Deputy Director for immediate placement in ARI/IPS;
- **Sanctioned (technical violation) Placement:** Felony probation clients who have committed technical violations and are on probation or Drug Court probation for a McLean County ARI-eligible offense will be referred by a probation officer to the ARI Program; and
- **Sanctioned (new offense) Placement:** Felony probation clients who have committed new misdemeanor offenses and are on probation for an ARI-eligible offense will be reviewed by the State's Attorney or the clients' attorneys for possible placement in the program. When a client being considered for ARI/IPS is been arrested for a new misdemeanor offense, the State must agree to allow the individual to complete the program rather than filing a petition to revoke.

The Adult Redeploy Illinois (ARI) Officer will work with each client to ensure compliance and successful completion of the program. This intensive community-based program will result in fewer commitments to IDOC, fewer technical violations, and fewer revocation petitions. In cases where offenders have committed multiple technical violations and all efforts have been exhausted, then IDOC is the final sanction. Violations include positive results for drug screens, failure to leave drug screens, failure to complete treatment, failure to meet with the probation officer, failure to pay fines and/or fees, and failure to obtain and keep employment.

This proposed process will be more efficient and less time consuming for case processing.

Implementing a model using high-risk supervision as a sanction for repeated violations should ease the courts' time addressing Petitions for Revocation based on technical violations for both non-Drug Court and Drug Court clients. It should also reduce the number of pre-sentence reports ordered if these cases were to proceed to a Petition for Revocation hearing. Court Services will also feel the impact in caseload management because the cases that truly need high-risk supervision would be further assessed and assigned correctly to the appropriate officer, thus more efficiently using department resources.

II. REVIEW OF PROGRESS MADE

McLean County was awarded a planning grant for Adult Redeploy Illinois in 2010. This grant allowed our county to research and review data which has led us to develop ways in which we can monitor and supervise more efficiently and effectively. At the present time, the pilot site implementation of Adult Redeploy Illinois in McLean County is a new program being funded by ARRA, and therefore no progress on implementation has been made.

III. STATEMENT OF PROBLEM

In 2008, a Pew report estimated that 1 out of every 38 adults in Illinois is under some form of correctional control – in jail or prison, or on probation or parole. Punishments for low-level, non-violent offenses have become increasingly severe and expensive to taxpayers with mixed results in terms of crime and recidivism rates. In the current system, more people are cycling through a revolving door on local jails and state prisons. The processing costs to move individuals in and out of incarceration are huge. Then these prisoners are back in their communities with no real treatment, a criminal record, and few prospects within the legitimate workforce.

The Illinois prison population continues to grow, with almost 50% confined for non-violent crimes. Statewide the largest number of prison admissions each year is for people convicted of Class 4 offenses, the least serious type of felony. The majority of Class 4 offenders are in prison on low-level drug possession charges. Many are substance addicted and/or mentally ill and, upon release, over half continue to commit crimes or violate conditions of parole and return to prison. Confining these individuals costs billions of dollars and does not reduce crime in the long run.

It is estimated that the cost of imprisoning those convicted of non-violent drug offenses in Illinois is nearly \$250 million per year. There are a number of non-violent offenders being incarcerated at great cost to taxpayers who could be effectively and efficiently supervised and served in the community without increased risk to public safety, while addressing their criminogenic need and leveraging their assets such as family support.

McLean County seeks Adult Redeploy Illinois program support to establish a continuum of local, community-based sanctions and treatment alternatives for non-violent offenders who would otherwise be incarcerated if those local services and sanctions were not available.

IV. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

Goal: Reduce the number of non-violent moderate-to-high-risk probationers revoked to prison from McLean County by at least 25% by increasing access to services, supervision and graduated/administrative sanctions through the Adult Redeploy Illinois/Intensive Probation Supervision (ARI/IPS) program.

Objective 1: Hire an ARI officer to work non-traditional hours thereby increasing monitoring services

Performance Indicators: number of personnel, and number of hours of service

Objective 2: Enhance sanctions and implement incentives for non-violent ARI eligible felony probationers

Performance Indicators: number of clients on electronic monitoring, number of recreational outings

Objective 3: Increase utilization of Evidence Based Practices (EBP) and other support services for non-violent ARI eligible felony probationers

Performance Indicator 3: number of EBP programs in ARI, number of individuals in programs (treatment, job skills, education), number of hours of individual and group cognitive therapy counseling

McLean County agrees to provide the following data elements to facilitate performance measurement and evaluation activities in conjunction with the Illinois Criminal Justice Information Authority:

Required Data Reporting for Adult Redeploy Illinois Evaluation (Collect at Intake; Six Months; Discharge)

Individual Level Data:

- a. Name
- b. Alias(es)
- c. Date of Birth
- d. Sex
- e. Race (African American/Caucasian/Asian/Pacific Islander/Hispanic)
- f. Ethnicity (Hispanic/Non-Hispanic)
- g. Employment status (*intake/six months/discharge*)
- h. Highest education level achieved (*intake/six months/discharge*)
- i. Housing status (own, rent, live with friend/family, homeless) (*intake/six months/discharge*)
- j. Number and type of prior treatment episodes (mental health, substance abuse, other)
- k. Type of instant offense (by class of offense: violent, property, drug, other) OR if

technical violation, type of technical violation

- l. Number and type of prior convictions (by class of offense: violent, property, drug, other)
- m. Type of prior adult dispositions (jail, probation/court supervision, or prison)
- n. Was individual adjudicated as delinquent as a juvenile? (y/n)
- o. If yes in n., type of prior juvenile dispositions (probation/supervision, Illinois Department of Juvenile Justice, detention center)
- p. Zipcode of reported residence and street address (*intake/six months/discharge*)
- q. LSI-R score by section category and composite (or if other evaluation administered, report score)
- r. Other measure of level of severity for criminal history (if collected)

Program Level Data:

- s. Screened and eligible for Adult Redeploy Illinois (y/n)
- t. Eligible and accepted into Adult Redeploy Illinois (y/n)
- u. Disposition on instant offense if **not** eligible for Adult Redeploy Illinois
- v. Disposition on instant offense if **not** accepted into Adult Redeploy Illinois
- w. If accepted into Adult Redeploy Illinois, direct services mandated (including type and frequency)
- x. New violation incurred (y/n) (type and date) OR new offense incurred (including date/type/charge/disposition if available)
- y. Termination date
- z. Termination status (successful/unsuccessful)

**Other data fields may be requested as necessary throughout the tenure of the grant. Prior to program start-up, the Adult Redeploy Illinois Oversight Board will provide grantees with a standardized reporting template to collect and report these data.*

Additionally, grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with site administrators and the Adult Redeploy Illinois Oversight Board.

In addition, the McLean County will collect performance measurement data according to the following ARRA JAG performance indicators:

No.	Performance Indicator	OP/OC	DS/SI	Description	Data Grantee Report At the beginning of the reporting period
1	Total number of new state initiatives planned (System Improvement)	OP	SI		A. Total number of new state initiatives planned for the project period (life of the award).

2	Total number of new local initiatives planned (System Improvement)	OP	SI		A. Total number of new local initiatives planned for the project period (life of the award)
4	Total number of local initiatives maintained using (ARRA) JAG funds (System Improvement)	OP	SI		A. Total number of local initiatives maintained for the project period (life of the award)
5	Number of program participants receiving services (Direct Service)	OP	DS		A. Number of program participants receiving services carried over from the previous reporting period B. Number of NEW program participants receiving services that were added during the reporting period C. Sum (a+b) Auto-calculated by PMT
6	Number of defined groups receiving services (Direct Service)	OP	DS		A. Number of defined groups receiving services carried over from the previous reporting period B. Number of NEW defined groups added during the reporting period C. Sum (a+b) Auto-calculated by PMT
7	Number of program slots offered through initiatives (Direct Service)	OP	DS		A. Number of open and filled program slots at the start of the reporting period B. Number of NEW program slots created during the reporting period C. Sum (a+b) Auto-calculated by PMT

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8	Percent of local initiatives implemented (System Improvement)	OP	SI		A. Number of local initiatives implemented during the reporting period B. Total number of local initiatives planned for the project period (Auto-filled by PMT from #2a) C. Percent (a/b) Auto-calculated by PMT
9	Percent of state initiatives implemented (System Improvement)	OP	SI		A. Number of state initiatives implemented during the reporting period B. Total number of state initiatives planned (Auto-fill from #1a) C. Percent (a/b) Auto-calculated by PMT
10	Percent of program participants who completed services (Direct Service, System Improvement)	OP	DS		A. Number of program participants who completed services during the reporting period B. Total number of program participants that exited services during the reporting period (complete or not complete) C. Percent complete (a/b) Auto-calculated by PMT
11	Percent of defined groups that completed services (Direct Service, System Improvement)	OP	DS		A. Number of defined groups that completed services during the reporting period B. Number of defined groups that exited services during the reporting period (complete or not complete) C. Percent (a/b) Auto-calculated by PMT

12	Cost savings (in man hours) as a result of new systems implemented (System Improvement)	OC	SI		A. Number of man hours required prior to initiative B. Number of man hours required after initiative during the reporting period C. Savings (a-b) Auto-calculated by PMT
32	Number of new personnel hired with (ARRA) JAG funds.(System Improvement)	OP	SI		A. Number of NEW : personnel hired with (ARRA) JAG funds during the reporting period B. Total number of new personnel hired with all OTHER (as applicable to non-ARRA JAG or JAG) sources during the reporting period – C. Total (a+b) Auto-calculated by PMT D. Percent (a/c) Auto-calculated by PMT
36	Number of overtime hours paid with (ARRA) JAG funds (System Improvement)	OP	SI		A. Number of overtime hours paid with (ARRA) JAG funds during the reporting period. REPORT HOURS OF OVERTIME NOT DOLLARS. B. Total number of hours of overtime paid by all OTHER (as applicable to non-ARRA JAG or JAG) sources during the reporting period C. Total (a+b) Auto-calculated by PMT D. Percent (a/c) Auto-calculated by PMT
43	Number of hours paid with (ARRA) JAG funds for contractual support (System Improvement)	OP	SI		A. Number of hours paid by (ARRA) JAG funds for contractual support during the reporting period

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44	Types of contractual support paid with (ARRA) JAG funds (System Improvement)	OP	SI		A. Indicate the types of contractual support paid with (ARRA) JAG funds during the reporting period
45	Percent of departments that report a desired change in efficiency (System Improvement)	OC	SI		A. Number of departments that report a desired change in efficiency during the reporting period B. Number of departments that received contractual support with (ARRA) JAG funds during the reporting period C. Percent (a/b) Auto-calculated by PMT D. Explain the impact on efficiency during the reporting period
46	Percent of departments that report a desired change in program quality (System Improvement)	OC	SI		A. Number of departments that report a desired change in program quality during the reporting period B. Number of departments that received contractual support with (ARRA) JAG funds C. Percent (a/b) Auto-calculated by PMT D. Explain the impact on program quality during the reporting period

V. PROGRAM STRATEGY

The redesign of the Intensive Probation Supervision (IPS) program and the addition of monitoring services to eligible Drug Court clients is the proposed model for the McLean County Adult Redeploy Illinois (ARI) program.

The McLean County Adult Probation Department primarily supervises felony offenders. At the present time, seven probation officers are responsible for supervising approximately 715 felony

probationers each month, with approximately 110 of those individuals being assessed at a high-level to recidivate (CY2009 monthly statistics).

The LSI-R (Andrews & Bonta, 1995) provides a consistent and valid method of predicting current risk to reoffend. The instrument is also a means for reliably measuring offender change over time. The measurements are obtained from a detailed criminal history of past behavior, patterns, lifestyle, and personality features that provide a comprehensive risk profile of the individual offender. The LSI-R scoring instrument has been adapted for Illinois adult probation departments and consists of a semi-structured, in-depth interview. The scoring instrument is comprised of 54 items, divided into 10 subcomponents that contain both static and dynamic risk factors.

It is anticipated that the majority of cases supervised in the ARI program will be high risk, but it is possible that it could supervise moderate-high cases on a case-by-case basis, as long as all cases meet the ARI offense eligibility.

Referral Types

I. Immediate Placement

When an offender is ordered to felony probation in McLean County, the client meets with the probation staff to complete an intake and initial assessment (LSI-R). After completion of the intake and assessment, it will be the Deputy Director's responsibility to review the case, and if the following are present, the offender would be placed immediately into the Adult Redeploy Illinois/Intensive Probation Supervision (ARI/IPS) probation program.

McLean County's ARI model will be defined as supervision that incorporates the effective case management model, which allows for increased monitoring/supervision/programming dependent on the needs and risk of the client. The conditions *should* be enforceable as a reasonable directive. Probation clients who score a HIGH (34 or above) with no override on their LSI-R, who have FAILED probation supervision in an earlier case (either as a juvenile or as an adult), and have an eligible ARI offense will be referred for screening to ARI.

Once a client has been referred for screening, an ARI/IPS intake will be conducted by program staff using motivational interviewing techniques based upon questions from the ARI/IPS screening form. The program requirements will be explained and the client will sign acknowledgement forms indicating he/she understands and will comply with the conditions of the program. ARI/IPS probation will be level based, in which the offender will assist the ARI officer in formulating his/her own supervision plan. Based on the criminogenic needs of the offender, the plan will include cognitive restructuring, educational enhancement, job skills, substance and/or mental-health treatment, curfew enforcement, home confinement, electronic monitoring, drug and alcohol screening, and home and community visits. Not only will sanctioning of individuals be used, but also incentives to improve behavior or acknowledge a positive change in behavior will be used. A client can move up or down between levels based on his/her performance in the program.

Successful completion of the ARI/IPS program will be based on completion of all levels of the program as indicated in the supervision plan. Prior to completion, an egress meeting will be held with the ARI/IPS program staff and the Deputy Director. Based upon input from the staff and service providers, as well as the client's risk level, the Deputy Director will decide if the client is eligible to be transferred to regular probation.

2. Sanctioned placement (in lieu of filing a Petition for Revocation for the technical violation) In 1997, under Administrative Order from the Chief Judge of the 11th Judicial Circuit, McLean County Court Services implemented an Administrative Sanctions Program to specifically comply with Public Act 89-198 (730 ILCS 5/5-6-4 [i]). Since the inception of the program, Court Services has routinely recommended revocation of felony probation for technical violations because of limited intermediate (administrative) sanction programming for violations. The most common violations include positive results for drug screens, failure to leave drug screens, failure to complete treatment, failure to meet with the probation officer, failure to pay fines and/or fees, and failure to obtain and keep employment. By enhancing the Administrative Sanctions Program to include valid up-to-date intermediate sanctions (e.g., cognitive therapy groups, job skills, GED services, substance abuse and counseling, and electronic monitoring [including alcohol monitoring]), it is anticipated that the Administrative Sanction Program will allow individuals who are at high risk of recidivating to receive services, sanctions, and incentives that will enable them to complete their probation without further violation, thereby remaining in the community and not being sentenced to jail or the IDOC.

A. Regular Probation Clients

If a regular probation client with an eligible ARI offense, who was not initially placed into the ARI/IPS program, technically violates (any infraction of a court order of probation other than an allegation of a subsequent criminal act) the probation order, and if the supervising officer feels ARI/IPS could assist in reducing the risk to violate probation orders, the officer can request that the Deputy Director review the case for screening into the ARI/IPS program.

The ARI officer will schedule a meeting with the prospective client and go over the requirements of the ARI/IPS program. If the client agrees to the program requirements, the Court and State will be notified via an EJS notification, and the transfer from Regular Probation to ARI/IPS will be completed and the process will begin as described above in Immediate Placement. If the client refuses to participate, the Line Staff Officer will file a Petition for Revocation of Probation. If the revocation is proven, ARI can be used as a sentencing alternative where the probationer is resentenced to probation with the order to cooperate with ARI.

B. Drug Court Clients

Members of the Drug Court Team can refer the client to ARI/IPS as an additional supervision/monitoring/programming tool when the client has technical violations of the

Drug Court Order. The Deputy Director would review the case to ensure that the offense is ARI eligible; the Drug Court Team would have final authority regarding the participation of the Drug Court Client in the additional monitoring/supervision/programming. The Drug Court Officers would continue being the primary officers of the Drug Court client, with additional support and programming in order to reduce the risk of commitment to IDOC.

3. Felony Probation with new criminal arrest placement:

Felony probation clients who have committed new misdemeanor offenses and are on probation for an ARI-eligible offense will be reviewed by the State's Attorney or the clients' attorneys for possible placement in the program. When a client being considered for ARI/IPS is arrested for a new misdemeanor offense, the State must agree to allow the individual to complete the program rather than filing a petition to revoke. If all stakeholders are in agreement, the process that will be followed will be similar to the one outlined in Immediate Placement (above).

In all cases that are accepted into the ARI program (except Drug Court Clients), the ARI officer will be the assigned officer. It will be ARI officer's/officers' responsibility to meet with the client after acceptance into the program, and complete the assessment in order to formulate a supervision plan based on assessment outcomes (with input from the client on his/her perceived needs). The ARI team will then formulate (with the assistance of the client) a supervision plan addressing the most important issues while considering what areas would have the greatest impact on the client's long-term success. This plan will include goals, referral sources within the community to meet those goals, and a reasonable timeline for completion. When a Drug Court client is referred and accepted into ARI, the ARI team will be an additional resource for continued monitoring, supervision, and programming.

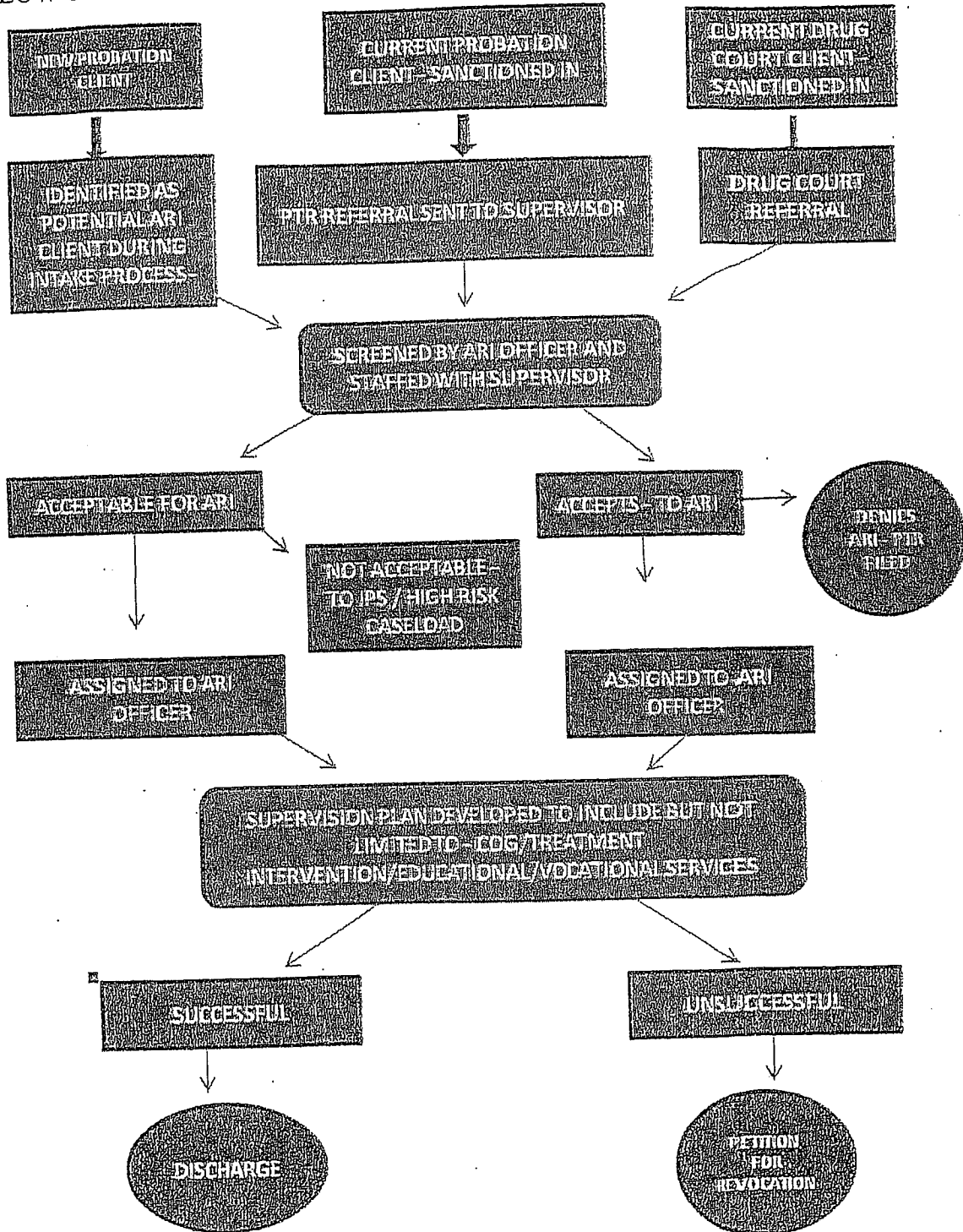
On a quarterly basis, the Deputy Director, the ARI probation officer, social service agencies, the consultant to the program, the SAO designee, and the Public Defender designee will meet to staff cases, discuss data collection, and review progress and/or lack of progress in the program.

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VI. IMPLEMENTATION SCHEDULE

Task	Month Started	Month Completed	Personnel Responsible	Frequency
Further development of ARI programming in particular staffing patterns among stakeholders	Month 1-2	Month 2	Judiciary, Probation, SAO and PD	Weekly until completed
Meeting with adult probation staff for training on program implementation and target population.	Month 1-2	Month 2	Probation	Occur at the divisional monthly meeting
Meeting with Criminal Division of Judiciary for announcement and discussion of ARI programming	Month 1-2	Month 2	Judiciary, Probation, State's Attorney (SAO) and Public Defender Offices (PD)	Occur at the Judges monthly meeting
Announce Job Opening, Interview/ Hire ARI Officer	Months 1-2	Month 2	Management Court Services	Dependent upon # of applicants and availability of those interviewing
Training for ARI Officer	Month 2-ongoing	Ongoing	Probation staff	Daily
Contracts signed for EBP programming and consultant to assist with quality assurance, implementation and reporting requirements	Months 1-3	Month 3	Management Court Services, Civil Attorney, County Board	3 rd Tuesday of the Month that the contracts have been approved by committees
Ensure that social service agencies and the community as a whole are aware of ARI programming	Months 1-3	Month 3	Probation with assistance of CJCC	At CJCC quarterly meeting
ARI program training/creation of procedure manual	Months 2-6	Months 4-6	Probation	Daily
Service Implementation/Clients start to be monitored and serviced by ARI	Month 2-6	Ongoing	All stakeholders and collaborators	Daily

Officer					
---------	--	--	--	--	--

Monthly meetings between service provider, p

EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING

Implementing Agency: McLean County, Illinois
 Agreement # 809051712

<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount: ARRA Act of 2009	\$138,123
Subtotal:	\$138,123
Match:	\$0
Subtotal:	\$0
Over Match:	\$0
Subtotal:	\$0
 GRAND TOTAL	 \$138,123

Budget & Budget Narrative McLean County, Illinois

PERSONNEL SERVICES	Annual Salary	# Months On Program	% Time On Program	ICJIA Amount	Match Contribution	Total Cost
Job Title						
Adult Redeploy Illinois Officer	\$ 36,203	18	100%	\$ 54,305	\$ -	\$ 54,305
Grant Manager	\$ 42,460	18	5%	\$ 3,184	\$ -	\$ 3,184
		Total FTE	1.05	\$ -	\$ -	\$ -
			Total Salary	\$ 57,489	\$ -	\$ 57,489
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ 18,140	\$ -	\$ 18,140
			TOTAL PERSONNEL SERVICES	\$ 75,629	\$ -	\$ 75,629

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

The Adult Redeploy Illinois (ARI) Officer will be paid a salary \$57,522 (annual salary of \$38,348 x 18 months x 100%) and benefits of \$17,817. The ARI Officer will spend 100% of his time on this grant will be paid 100% in Federal funds. The ARI Officer will maintain contact with ARI offenders to ensure probation compliance. They will also attend all ARI meetings and provide data information to the Grant Manager on a quarterly basis.

The Grant Manager will paid a salary of \$3,184 (annual salary of \$42,460 x 18months x 5%) and benefits of \$951. The Grant Manager spends 5% of their time on this grant (by reducing time spent on other responsibilities proportionally), therefore 5% of his/her salary and benefits are paid with ARI funds. The Grant Manager is responsible for maintaining compliance with grant guidelines and compiling and submitting quarterly and year end reports. In addition, the Grant Manager is responsible for liaison between ICJIA and the County.

Agreement# 809051.12

Budget & Budget Narrative McLean County, Illinois

COMMODITIES	Cost / Month	# of Months	ICJTA Amount	Match Contribution	Total Cost
Lean	\$ 100.00	18	\$ 1,800.00	\$ -	\$ 1,800.00
Program supplies	\$ 560.00	18	\$ 10,080.00	\$ -	\$ 10,080.00
Drug screen supplies	\$ 250.00	18	\$ 4,500.00	\$ -	\$ 4,500.00
Client assistance/incentives	Cost/Unit	# of Units			
Assessment forms	\$ 3.00	402.5	\$ 1,207.50		\$ 1,207.50
Case management guide	\$ 550.00	1	\$ 550.00		\$ 550.00
Brief intervention tool kits	\$ 62.50	5	\$ 312.50	\$ -	\$ 312.50
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST			\$ 18,450.00	\$ -	\$ 18,450.00

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

Program supplies include paper, copying, printing, and other office supply costs for program. Monthly cost of \$100 estimated from past history. \$100/mo x 18 months = \$1800. These costs are the estimated amount for ARI and ARI alone, and any supplies purchased will be used 100% for ARI.

Instant drug screen kits and chemicals for testing to complete onsite urine drug screens, and offsite confirmation testing. Drug tests vary from \$4/test to \$75/test depending on what we are testing for. We estimate serving 30-45 clients at any one time; and any or all of them may be drug tested weekly. Therefore, an estimate of monthly costs based on past experience in specialized courts is the most logical. Monthly costs of \$560 estimated from prior history. \$560/mo x 18 months = \$10,080. The drug screening and chemicals purchased with ARI money will be used 100% on ARI.

Assistance for ARI clients in form of housing and physical needs (groceries, medicine, hygiene, clothing for job interviews etc.), and behavior modification incentives to attend and successfully complete programming (Thinking for a Change [T4C], Job skills, GED etc.) Incentives are part of best practices in drug courts and other interventions. These may include paying for GED classes or exams, assisting with tuition for job training courses, providing small gift/food reinforcements for proper answers/behaviors in T4C, etc. This is difficult to estimate per client, since not every client will need/use the assistance, and incentives are used as necessary. We estimate serving 30-45 clients at any one time, and any or all of them may need assistance/incentives during any given month. Therefore, an estimate of monthly costs based on past experience in specialized courts is the most logical. Monthly costs of \$250 estimated from prior history. \$250/mo x 18 months = \$4500. Incentive types and amounts will vary, however costs when total costs from specialized courts were averaged out, they averaged \$250/mo in the past. Over the course of the 18-month grant period, this equates to an average assistance benefit per client of \$100 (\$4500/45 clients). All benefits/incentives purchased for ARI will be used 100% on ARI and for ARI clients.

The ARI Officer will be conducting assessments using the Level of Service Inventory-Revised (LSI-R) tool as well as other specialized assessments, to determine what services to match the client to. In addition, the ARI Officer will be providing case management and assigning activities (using problem-solving worksheets) to clients as part of the program. While we have not yet worked out all of the resources used by the ARI Officer in performing assessments and conducting programs, we anticipate based on past experience (however this may be subject to change) that this will include assessment forms (average cost of \$3 per assessment X 402.5 assessments), user's guide for case management (\$550), and brief intervention tool kits with problem-solving worksheets (\$62.50/set x 5 sets = \$312.50). All of these forms and books are copyrighted, so we have to purchase the sheets to use them.

McLean County, Illinois

Budget & Budget Narrative

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	# of Months	Federal Amount	Match Contribution	Total Cost
Cell Service	\$ 50			18	\$ 900	\$ -	\$ 900
Electronic Monitoring	\$ 1,000			18	\$ 18,000	\$ -	\$ 18,000
Other: Indirect Costs	\$ -				\$ -	\$ -	\$ -
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Group cognitive therapy counseling sessions	\$ 200	\$ 25	8	18	\$ 3,600		\$ 3,600
Individual cognitive therapy counseling sessions	\$ 550	\$ 25	22	18	\$ 9,900		\$ 9,900
Consultant/Evaluation Services	\$ 240	\$ 80	3	18	\$ 4,320		\$ 4,320
TOTAL CONTRACTUAL COST:					\$ 36,720	\$ -	\$ 36,720

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

Monthly cell phone charges for ARI Officer based upon prior purchase. \$50/mo x 18 mo = \$900. Phone will be utilized 100% for ARI. We currently have a provider we contract with to provide these services for our agency. ARI expenditures will be added to that existing contract

Electronic Monitoring : average of 5 clients per month @ \$20.00/day x 10 days = \$200.00/client; 5 new clients/month x 18 months = 90 clients x 200 = \$18,000. We currently have a provider we contract with to provide these services for our agency. ARI expenditures will be added to that existing contract.

Evidence-based practices (EBP) programming: 30 hours/month (2 hours/week [8 hours/month] for group counseling sessions, and 5.5 hours/week [22 hours/month] for individual counseling and advocacy/mentoring) of Cognitive Based Skill Building x \$25.00/hr x 18 months = \$13,500. Based on past experience, we plan to provide regular group sessions in cognitive therapy, complemented by individual one-on-one cognitive therapy sessions to work on client-specific issues. We currently have a provider we contract with to provide these services for our agency for other specialized court programs. They have exhibited their expertise and ability to provide quality group and individual counseling services for our clients. ARI expenditures reflect current contract prices, and will be added to that existing contract.

Consultant/Evaluation/Services: Consultant to assist in quality assurance through program evaluation and subsequent advising of the CICC on programmatic recommendations. 3 hours/month x \$80.00/hr x 18 months = \$4320. We currently have a provider we contract with to provide these services. They have exhibited their expertise and ability to provide quality program evaluation and consultancy services. ARI expenditures will be added to that existing contract.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL	\$ 75,629	\$ -	75,629
PERSONNEL SERVICES	\$ 2,617	\$ -	2,617
EQUIPMENT	\$ 18,450	\$ -	18,450
COMMODITIES	\$ 4,707	\$ -	4,707
TRAVEL	\$ 36,720	\$ -	36,720
CONTRACTUAL			
TOTAL COST	\$ 138,123	\$ -	138,123

FRINGE BENEFIT WORKSHEET: Agreement # 809051.12

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	11.850%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other--Group Life Insurance, Other Employee Benefits	
Total % Fringe Rate	19.500% ✓
Total Salary Paid By Grant (Federal and Match - Please use	\$57,489 ✓
TOTAL RATED FRINGE BENEFITS	\$11,210 ✓
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE (\$4,400 annually)	\$6,600.00 ✓
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$6,600.00 ✓
Number of grant-funded FTE (full-time equivalent) positions.	1.05 ✓
FLAT RATE FRINGE BENEFITS	\$6,930 ✓
FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$18,140 ✓

P1b

Grant Manager

Coordinate grant activity and represent partner agencies of the McLean County Special Projects, including Drug Court, Recovery Court, Domestic Violence Multidisciplinary Team, Adult and Juvenile Redeploy, and Behavioral Health Court. Duties include:

- Monitoring all funded partners' participation in each of the projects' activities, ensuring timely and accurate reporting of financial and statistical information to funders, negotiating agreement revisions, and mediating interagency conflict.
- Providing technical assistance regarding funding, project content, and policy/protocol questions to partners.
- Working with partners to develop standardized protocols, including time sensitive responses to new laws.
- Coordinating and facilitating regular meetings of partners on each project.
- Acting as the public face of the Criminal Justice Special Projects, including speaking engagements, media, and events.
- Planning and participating in education and awareness campaigns for each project.

More specifically:

- Working with the partners on each project to develop and enact uniform countywide protocols;
- Acting as the primary contact with funders and handling project monitoring, site visits, and audits;
- Providing training on protocols to partners, including roll call trainings for patrol officers;
- Organizing and running meetings as necessary with project partners;
- Completing funding applications for special projects, including writing the narrative, providing technical assistance on and developing budgets for partners, and handling all revisions required by the funders;
- Managing all grants and contracts for County partners, including having contracts approved by the County Board and ensuring compliance with those contracts;
- Coordinating data and fiscal reporting by all parties, compiling all partners' fiscal and data reports, and presenting the information to the funders in a timely and coherent manner;
- Working with County Auditor's Office and our external auditor to ensure accurate reporting of fiscal and statistical information and necessary supporting documentation;
- Mediating conflicts between project partners regarding breaches of protocol or memorandums of understanding;
- Acting as a consultant for County departments on grant and contract applications, reporting, data collection, compliance, etc.;
- Monitoring and analyzing impact of legislation, and plan for compliance;
- Organizing partners to plan and execute awareness and education events;
- Acting as the special projects' liaison to appropriate alliances and coalitions;
- Working to build consensus on strategy and action steps for each project, including keeping the lines of communication open for all partners and making everyone feel welcome, heard, and part of the process;
- Holding partners accountable to their commitments; and
- Handling conflict directly and respectfully as it arises.

Appendix 4

JOB DESCRIPTION

TITLE: Adult Redeploy Illinois (ARI) Officer

The eligible candidate must meet all state requirements for a probation officer in the State of Illinois which includes at minimum a bachelor's degree from an accredited university preferably with major course work in criminal justice, psychology, sociology, social work or related field. The qualified candidate will possess the ability to work in a team setting as the ARI officer will work closely with other probation officers, the State's Attorney's office, Public Defenders Office and various community agencies and law enforcement departments. The ARI officer must be able to have a flexible schedule in order to work non-traditional hours including both day evening and weekends.

REPORTS TO: Deputy Director - Adult Court Services
Intensive Probation Case Manager

SUPERVISES: None

DUTIES AND RESPONSIBILITIES:

1. Assists in screening potential ARI participants to determine eligibility and interest. Conducts initial intake interviews and explains program requirements.
2. Completes office LSI-R risk/needs assessment to determine risk of re offending and prioritization of needs for each participant.
3. Develops evidence based case management and supervision plan for each individual assigned to the ARI caseload that also takes into consideration public safety.
4. Conducts weekly office visits, home visits, drug screens/breathalyzers and documents information in case notes, maintaining an accurate and informative chronological case history.
5. Monitors client's compliance with court rules in accordance with the ARI program standards and documents compliance or noncompliance in case notes.
6. Rotate weekly drug screen testing responsibilities
7. Serves on the ARI team and promotes team integrity.
8. Attends all ARI participant staffing's prepared to report on the status of each ARI participant, recommending incentives and sanctions.
9. Assists and or leads in Cognitive Based restructuring groups
10. Attends all ARI participants' court hearings.
11. Maintains cooperative relationship with ARI treatment specialist, community providers and other involved parties. Attends any and all meetings with aforementioned treatment providers.

12. Assists the Court Services Department with presentations to educate community and the law enforcement community of the work being done with ARI participants.
13. Collects data/statistics as required by the program evaluator and or the Court Services Department.
14. Perform other duties as assigned

EVALUATION: Annually by the Intensive Probation Case Manager
EMPLOYMENT STATUS: Full Time-Grant Funded Position 37.5 hours/week Class
1301



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a

public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7. Check if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 Seventh Street NW., Washington, DC 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

4. Typed Name and Title of Authorized Representative

5. Signature

6. Date

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local unit of government, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
 - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
 - Sign the certification.
 - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 3 years.
 - Print the name of the responsible official who is certifying to compliance and the name of the entity.
 - If your organization has had no findings of discrimination within the past 3 years, please check the first box. If your organization has had any findings of discrimination within the past 3 years, please check the second box. Attach a copy of all findings made within the past 3 years that have not already been submitted to the Authority. If your organization has already submitted all current findings to the Authority, check the box indicating that, there is no need to resubmit them to the Authority.
 - Sign the certification.

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

Grant Program (circle applicable federal grant program):
JAG, IABG, NCHIP, NFSIA, RSAT, VAWA, VAWA SASP, VOCA, Other (Specify)

Grant Number: _____ Federal Grant Award Amount: \$ _____

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

Address:

Contact Person:

Telephone #: _____ Fax #: _____ E-mail address: _____

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

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

Check all of the following that apply:

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

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

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

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

[agency/organization name], at _____

[address]

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

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete ENTIRE certification)

Grant Program (circle applicable grant program):
JABG, JAG, NCHIP, NFSIA, RSAT, VAWA, VAWA SASP, VOCA,, Other (Specify)

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

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

Certification Statement:

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

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

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

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

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS (You MUST attach a copy of all finding(s) made within the past 3 years that have not yet been submitted to the Authority)

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

[Signature of Responsible Official]

[Title]

[Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and IS NOT required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local unit of government, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
 - Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
 - Sign the certification.
 - If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 3 years.
 - Print the name of the responsible official who is certifying to compliance and the name of the entity.
 - If your organization has had no findings of discrimination within the past 3 years, please check the first box. If your organization has had any findings of discrimination within the past 3 years, please check the second box. Attach a copy of all findings made within the past 3 years that have not already been submitted to the Authority. If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.
 - Sign the certification.

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

Grant Program (circle applicable federal grant program):
JAG, JABG, NCHIP, NFSIA, RSAT, VAWA, VAWA SASP, VOCA, Other (Specify)

Grant Number: _____ Federal Grant Award Amount: \$ _____

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

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

SECTION A. CERTIFICATION (EEO NOT REQUIRED)

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

Check all of the following that apply:

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

[Signature of Responsible Official] [Print Name and Title] [Date]

OR SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)

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

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

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

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

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

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

[Signature of Responsible Official] [Print Name and Title] [Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete ENTIRE certification)

Grant Program (circle applicable grant program):
JABG, JAG, NCHIP, NFSIA, RSAT, VAWA, VAWA SASP, VOCA., Other (Specify)

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

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

Certification Statement:

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

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

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

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

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 3 YEARS (You MUST attach a copy of all finding(s) made within the past 3 years that have not yet been submitted to the Authority)

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

[Signature of Responsible Official]

[Title]

[Date]



COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372
104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

MEMORANDUM

DATE: August 12, 2011

TO: Honorable Members of the Justice Committee

CC: Chief Judge Elizabeth A. Robb
County Administrator William Wasson

FROM: Lori McCormick

RE: Additional Revenue for Juvenile Redeploy Grant

I was informed by the Illinois Department of Human Services (IDHS) that McLean County will be receiving an additional \$42,108 (\$10,289 received prior to July 1, 2011 was not spent before June 30, 2011 for a total of \$52,397) for Juvenile Redeploy. These funds begin with the State's fiscal year of July 1, it is anticipated that there may be additional monies received prior to the end of the County's fiscal year, but at the present time, this figure is the additional amount expected.

As with last year's extension there is no match for these funds, and no personnel costs. Private agencies will continue to subcontract with the county to provide services to target redeploy youth, as well as grant monies being budgeted to assist the court services department in the day to day operation of the Redeploy Program.

I have attached an emergency appropriation showing the additional revenue and where the money is expected to be expended.

I will be present at the Justice Committee meeting on September 6 to answer any questions you may have.

Thank you for your consideration in this matter



Pat Quinn, *Governor*

Michelle R.B. Saddler, *Secretary*

Office of the Secretary
401 South Clinton Street • Chicago, Illinois 60607
100 South Grand Avenue East • Springfield, Illinois 62762

June 24, 2011

Dear DHS Provider:

Attached is the four-month Community Services Agreement (Agreement) for Fiscal Year 2012 (FY12). As you know, as a result of questions and concerns expressed by many of you, we have made revisions to the version of the FY12 Agreement that was originally sent to you for review. Over the next few months, we will be working with you to address the issues which remain, and we look forward to issuing a revised Agreement for the balance of FY12 which meets with everyone's approval.

A specific schedule of individual program deliverables applicable to the four-month Agreement will be set forth in the Attachments issued by the respective Divisions.

In the meantime, in the absence of a signed budget and due to the uncertainty surrounding the State's fiscal situation, we have been instructed by the Governor's Office of Management and Budget to issue four-month non-Medicaid grant contracts at 31.7% of anticipated estimated FY12 contract amounts; your FY12 Agreement reflects this amount.

We look forward to working with you during the upcoming year.

Very truly yours,

Michelle R.B. Saddler
Secretary

Very truly yours,

Mary-Lisa Sullivan
General Counsel

COMMUNITY SERVICES AGREEMENT
BETWEEN



THE DEPARTMENT OF HUMAN SERVICES
AND

MCLEAN COUNTY COURT SERVICES

FOR FISCAL YEAR 2012

The Illinois Department of Human Services (DHS), with its principal office at 100 South Grand Avenue East, Springfield, IL 62762, and MCLEAN COUNTY COURT SERVICES (Provider), with its principal office at 104 West Front Street, Room 70 P.O. Box 2400 Bloomington, IL 61701 and payment address (if different than principal office) at _____, hereby enter into this Community Services Agreement (Agreement). DHS and Provider are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, it is the intent of the Parties to implement services consistent with all Exhibits hereto and pursuant to the duties and responsibilities imposed by DHS under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

TAXPAYER CERTIFICATION; REQUIRED REGISTRATIONS

1.1. Federal Taxpayer Identification Number; Nature of Entity. Under penalties of perjury, the Provider certifies that 37-6001569 is the Provider's correct Federal Taxpayer Identification Number or Social Security Number (check one). The Provider is doing business as a (please check one):

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

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

1.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. The Provider certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal grants greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the grant was awarded.

1.4. DUNS Number; CCR Registration. Execution of this Agreement by DHS shall be contingent upon the Provider's provision to DHS of a Data Universal Number System (DUNS) number (FAR 52.204-7) and registration by the Provider in the Central Contractor Registration (CCR) database (FAR 4.11) within thirty (30) days of submission of the required budget. Provider must obtain a DUNS number prior to full execution of the Agreement.

ARTICLE II PAYMENT

2.1. Estimated Amount of Agreement. The estimated amount payable by DHS to the Provider under this Agreement is \$52,397.00. The Provider agrees to accept DHS' payment for services rendered as specified in the Exhibits incorporated as part of this Agreement.

2.2. Availability of Appropriation. Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement, or if the Governor decreases DHS' funding by reserving some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. DHS shall notify the Provider of such funding failure.

2.3. Illinois Grant Funds Recovery Act. If the funds awarded are subject to the provisions of the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), any funds remaining at the end of the Agreement period which are not expended or legally obligated by the Provider shall be returned to DHS within forty-five (45) days after the expiration of this Agreement. The provisions of 89 Ill. Adm. Code §511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

2.4. Cash Management Improvement Act of 1990. If applicable, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 U.S.C. §6501 *et seq.*) and any other applicable Federal laws or regulations.

2.5. Payments to Third Parties. The Provider agrees to hold harmless DHS when DHS acts in good faith to redirect all or a portion of any Provider payment to a third party. DHS will be deemed to have acted in good faith if it is in possession of information that indicates the Provider authorized DHS to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

2.6. Reductions to Estimated Amount. The Agreement amount is established on an estimated basis and may be increased at any time during the term. DHS may decrease the estimated amount of this Agreement at any time during the term if DHS believes the Provider will not utilize the funds during the term, or has utilized funds in a manner that was not authorized by this Agreement, or if the Governor decreases DHS' funding by reversing some or all of DHS' appropriations pursuant to power delegated to the Governor by the Illinois General Assembly. The Provider will be notified, in writing, of any adjustment, and reason for the adjustment, of the estimated amount of this Agreement.

2.7. Interest. Federal pass-through grant funds disbursed under this Agreement and held for over five (5) days by the Provider shall be placed in an interest-bearing account. All interest earned shall be considered grant funds and are subject to the same restrictions. The Provider is subject to the requirements of the Cash Management Improvement Act (31 CFR 205 Subpart B) and shall meet all record-keeping requirements. If the Provider does not comply with these requirements, the Provider will be subject to the interest penalties described in Subpart A of the Cash Management Improvement Act. Any exceptions to this requirement must be approved, in writing, by DHS. The provisions of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, shall apply. The period of time during which grant funds may be expended by the Provider is the Term of this Agreement as set forth in Article XIX hereof.

2.8. Timely Billing Required. For all non-recurring Federal funding, such as one-time grants and ARRA funding, the Provider must submit any bills to DHS within thirty (30) days of the end of the quarter. Failure to submit such bills within thirty (30) days will render the amounts billed an unallowable costs which DHS cannot reimburse. In the event that Provider is unable, for good cause, to submit its bills within thirty (30) days of the end of the quarter, Provider shall so notify DHS within that thirty (30) day period and may request an extension of time to submit the bills. DHS' approval of Provider's request for an extension shall not be unreasonably withheld.

ARTICLE III
SCOPE OF SERVICES/PURPOSE OF GRANT

3.1. Services to be Provided/Purpose of Grant. The Provider will provide the services as described herein and in the Program Manual, Attachment and the Exhibits hereto and in accordance with all terms and conditions set forth herein and all applicable administrative rules. All programmatic reporting required under this Agreement is described in the attached Exhibits and applicable Program Manual.

ARTICLE IV
BUDGET

4.1. Submission of Proposed Budget. Within thirty (30) days of execution of this Agreement by the Provider, the Provider shall submit to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, a proposed detailed budget. In the event the State's Fiscal Year 2012 (FY12) Budget has not been agreed upon at the time the Agreement is executed by the Provider, the Provider shall submit to DHS its proposed budget within thirty (30) days of the passage of the State's FY12 Budget. Such budget must be segregated between direct program and indirect (administrative) costs and include, but is not limited to:

- (a) Personnel costs, title and responsibilities;
- (b) Goods and services;
- (c) Overhead costs such as rent, utilities, janitorial, phones, insurance;
- (d) Printing;
- (e) Cost of required audits;
- (f) IT services;
- (g) Indirect cost allocation including fiscal, executive staff, and memberships to professional staff; and
- (h) Administrative cost allowance and detail, methodology and rationale.

4.2. Payment Contingency. Payment to the Provider is contingent upon DHS' receipt and approval of the Provider's proposed budget.

4.3. Budget Revisions. The budget is a schedule of anticipated grant expenditures that is approved by DHS for carrying out the purposes of administering the grant. When the Provider or third parties support a portion of the grant costs, the budget includes the non-Federal as well as the Federal share of grant expenses. The Provider shall obtain prior written approval from DHS whenever a budget revision is necessary because of:

(a) the transfer to a third party (by subgranting, contracting or other means) of any work under a grant;

(b) the transfer of funds from other budget detail line items greater than ten percent (10%) of the line item; or

(c) changes in the scope of services or objectives of the grant.

4.4. Approvals. All requests for budget revisions shall be signed by the Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

4.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for budget revisions, DHS will review the request and notify the Provider whether or not the budget revision has been approved. If the budget revision is still under consideration at the end of thirty (30) calendar days, DHS will inform the Provider in writing of the date by which the Provider may expect a decision.

4.6. Exemptions. Fee-for-service and fixed rate grants and contracts are exempt from the foregoing budget provisions.

ARTICLE V ALLOWABLE COSTS

5.1. Allowability of Costs: Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under grants, fee-for-service contracts and fixed-rate grants shall be determined in accordance with the applicable Federal cost principles and the terms and conditions of the grant award. However, DHS delegates to the Provider the authority to approve costs that the applicable cost principles state are allowable only with the prior approval of the funding agency, unless specifically prohibited by other articles in these general grant provisions, or by the terms and conditions of the grant award. Examples of such costs are foreign travel; equipment purchases; and publication and printing costs. This delegation does not relieve the Provider of the responsibility to document that such charges are reasonable, necessary and allocable to the project.

5.2. OMB Circular A-21. The Federal cost principles that apply to public and private institutions of higher education are set forth in OMB Circular A-21 (relocated to 2 CFR Part 220).

5.3. OMB Circular A-122. The Federal cost principles that apply to nonprofit organizations that are not institutions of higher education are set forth in OMB Circular A-122 (relocated to 2 CFR Part 230).

5.4. OMB Circular A-87. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in OMB Circular A-87 (relocated to 2 CFR Part 225).

5.5. Changes in Grant Scope of Services. Any project that is carried out under a grant must be consistent with the scope of services. No changes may be made to the scope of services without written approval from DHS. All requests for a change in the scope of services shall be signed by the Provider's grant administrator and submitted to DHS' Office of Contract Administration for approval by DHS management.

5.6. Changes in Key Grant Personnel. The replacement of the project director or the co-director or a substantial reduction in the level of their effort, *e.g.*, their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the project, requires prior written approval from DHS. When it is specifically required as a condition of a grant, written approval will also be needed for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by DHS to be critical to the project's successful completion. All requests for approval of changes in key project personnel shall be signed by the Provider's grant administrator and submitted to the appropriate DHS program officer. Evidence of the qualifications for replacement personnel (such as a *résumé*) shall be included.

5.7. Financial Management Standards. The financial management systems of the Provider and its subrecipients must meet the following standards:

(a) Accounting System. Provider organizations and their subrecipients must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-sponsored project. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the project from third parties must be accounted for in the general ledger with other grant funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the grant and general ledger accounts which are to be charged or credited.

(1) The documentation required for salary charges to grants is prescribed by the cost principles applicable to the entity's organization (see Title XX Social Services).

(2) For grantees subject to OMB Circular A-21 (educational institutions), documentation for salary charges shall be based on either a system of monitored workload or a system of personnel activity reports for professional or professorial staff. Nonprofessional employees must keep personnel activity reports.

(3) For grantees subject to OMB Circular A-122 (nonprofit organizations), documentation for all salary charges shall be based on a system of personnel activity reports.

(4) For grantees subject to OMB Circular A-87 (State and local governments), documentation for salary charges shall be based on a system of personnel activity reports unless an employee is working solely on a single Federal award. In such case, the charge for salary will be supported by a certification signed by the employee or the employee's supervisor.

(5) Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(6) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of the Provider.

(7) If third party in-kind (non-cash) contributions are used on a project, the valuation of these contributions must be supported with adequate documentation.

(c) Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. The Provider must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. The Provider must also have systems in place that ensure compliance with the terms and conditions of each grant award.

(d) Budget Control. Records of expenditures must be maintained for each grant project by the cost categories of the approved budget (including indirect costs that are charged to the project), and actual expenditures are to be compared with budgeted amounts no less frequently than quarterly.

(e) Cash Management. The Provider must have written procedures to minimize the time elapsing between the receipt and the disbursement of grant funds to avoid having excess Federal funds on hand. Requests for advance payment shall be limited to the Provider's immediate cash needs and are not to exceed anticipated expenditures for a three- (3) to five- (5) day period.

ARTICLE VI REQUIRED CERTIFICATIONS

6.1. Certifications. The Provider shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or subrecipients.

(a) Bribery. The Provider certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) Bid Rigging. The Provider certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) Educational Loan. The Provider certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(d) International Boycott. The Provider certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 U.S.C. Appx. 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) Dues and Fees. The Provider certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).

(f) Drug-Free Work Place. The Provider certifies that neither it nor its employees shall engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of this Agreement and that the Provider is in compliance with all the provisions of the Illinois Drug-Free Workplace Act (30 ILCS 580/3 and 580/4). The Provider further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 45 CFR Part 82.

(g) **Motor Voter Law.** The Provider certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (42 U.S.C. §1973gg *et seq.*).

(h) **Clean Air Act and Clean Water Act.** The Provider certifies that it is in compliance with all applicable standards, order or regulations issue pursuant to the Clean Air Act (42 U.S.C. §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 *et seq.*)

(i) **Debarment.** The Provider certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76).

(j) **Pro-Children Act.** The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 U.S.C. §6081 *et seq.*).

(k) **Debt to State.** The Provider certifies that neither it, nor its affiliate(s), is/are barred from being awarded a contract because the Provider, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless the Provider, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and the Provider acknowledges DHS may declare the contract void if the certification is false (30 ILCS 500/50-11).

(l) **Grant for the Construction of Fixed Works** - The Provider certifies that all projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the project, the Provider shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the contract and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** The Provider certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 U.S.C. §§1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. The Provider shall maintain, for a minimum of six (6) years, all protected health information.

(n) Sarbanes-Oxley Act. The Provider certifies that neither it nor any officer, director, partner or other managerial agent of the Provider has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction.

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

(o) Forced Labor Act - Provider certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).

(p) Environmental Protection Act Violations - The Provider certifies in accordance with 30 ILCS 500/50-12 that it is not barred from being awarded a contract under this Section. The Provider acknowledges that the contracting agency may declare the contract void if this certification is false (PA 93-575, effective 1/1/04).

(q) Goods From Child Labor Act - The Provider certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (PA 94-0264).

(r) Abuse of Adults with Disabilities Intervention Act. The Provider certifies that it is in compliance with the Abuse of Adults with Disabilities Intervention Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Office of Inspector General, Department of Human Services. The Provider has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on DHS' behalf and should make a report to the appropriate program office (20 ILCS 2435/1 *et seq.*).

(s) Procurement Lobbying. The Provider warrants and certifies that it and, to the best of its knowledge, its subcontractors have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits providers and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

(t) Restrictions on Lobbying. The Provider certifies that it is in compliance with the restrictions on lobbying set forth in 45 CFR Part 93.

(u) **Business Entity Registration.** The Provider certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, the Provider acknowledges that all contracts between State agencies and a business entity that do not comply with this Section shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

(v) **Nonprocurement Debarment and Suspension.** The Provider certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(w) **Grant Award Requirements.** The Provider certifies that it is in compliance with 45 CFR Part 74.

(x) **Federal Funding Accountability and Transparency Act of 2006.** The Provider certifies that it is in compliance with the terms and requirements of PL 109-282.

(y) **Disclosures.** The Provider hereby certifies that all services provided under this Agreement are explicitly identified and described herein. Services not identified in this Agreement are not authorized or chargeable to DHS, including, but not limited to, administrative costs or fiscal agent fees. The Provider further acknowledges that DHS is subject to applicable Federal and State laws, rules and policies that are reasonable and necessary to deliver the goods and services as described in the scope of services and required deliverables. Those applicable laws, rules and policies govern the procurement of goods and services as well as the hiring of personnel who perform work or services in an office or position of employment with the State of Illinois. In accordance therewith, the Provider hereby certifies, under penalty of applicable laws, that the Provider will not provide services that are not specifically described in this Agreement. The Provider further agrees that it is in good standing with the State of Illinois, has not been debarred or suspended from conducting business with the Federal government or primary recipients of Federal grants or contracts, and will not retain any individual(s) as staff on behalf of DHS in contravention of State rules and practices governing the hiring of State employees.

ARTICLE VII BACKGROUND CHECKS

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

ARTICLE VIII
UNLAWFUL DISCRIMINATION

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

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*);
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 U.S.C. §§2000a-2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- (e) The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
- (f) Executive Orders 11246 and 11375 (Equal Employment Opportunity) and Executive Order 13160 (2000) (Improving Access to Services for Persons with Limited English Proficiency); and
- (g) Charitable Choice: In accordance with Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.

ARTICLE IX
LOBBYING

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

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

9.3. Lobbying Costs. If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the program budget, and thereafter treated as other unallowable activity costs.

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

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

ARTICLE X CONFIDENTIALITY

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

ARTICLE XI INDEMNIFICATION AND LIABILITY

11.1. Indemnification. The Provider agrees to hold harmless DHS against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of the Provider, with the exception of acts performed in conformance with an explicit, written directive of DHS.

11.2. Liability. DHS assumes no liability for actions of the Provider under this Agreement, including, but not limited to, the negligent acts and omissions of Provider's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS

12.1. Records Retention. The Provider shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with 89 Ill. Adm. Code 509. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

12.2. Accessibility of Records. The Provider agrees to make books, records, related papers and supporting documentation relevant to this Agreement available to authorized DHS representatives, auditors (including the Illinois Auditor General and Illinois Attorney General), Federal authorities and any other person as may be authorized by DHS or by the State of Illinois or Federal statute. The Provider will cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

ARTICLE XIII RIGHT OF AUDIT AND MONITORING

13.1. Monitoring of Conduct. DHS shall monitor the Provider's conduct under this Agreement which may include, but shall not be limited to, reviewing records of program performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and compliance with the affirmative action requirements of this Agreement. DHS shall have the authority to conduct announced and unannounced monitoring visits and Provider shall cooperate with DHS in connection with all such monitoring visits. Failure of the Provider to cooperate with DHS in connection with announced and unannounced monitoring visits is grounds for DHS' termination of this Agreement.

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

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

ARTICLE XIV REPORTING REQUIREMENTS

14.1. Programmatic Reports. The Provider agrees to submit programmatic reports as requested and in the format required by DHS.

14.2. Grants in Excess of \$25,000. If the Provider receives a grant (or grants) in excess of \$25,000, the Provider shall file with DHS quarterly reports describing the progress of the program(s), project(s) or use(s) and the expenditure(s) of the grant funds related thereto.

14.3. Submission of Quarterly Reports; Effect of Failure to Comply. Quarterly reports must be submitted no later than thirty (30) days after the end of the most recent quarter which is the subject of such report. Failure to submit such quarterly reports may cause a delay or suspension of funding (30 ILCS 705/1 et seq.), the withholding of funds, the return of improper payments, or unallowable costs.

14.4. Additional Reporting. DHS shall apprise Provider of any requirements regarding additional financial statements, financial reports, or audit reports and such documentation shall be presented by Provider to DHS in a timely manner as required by DHS' Office of Contract Administration for the purpose of meeting Federal requirements. DHS' notice to Provider shall be made in a timely manner, and any such additional requirements shall be applicable prospectively only.

ARTICLE XV
SERVICE PROVIDER DIRECTORY

15.1. Inclusion in Directory. The Provider shall be listed in DHS' Service Provider Directory, an Internet-based directory of all providers with whom DHS has an agreement to provide services. The Provider must provide the following information to DHS for inclusion in the Service Provider Directory:

- (a) The legal name of the Provider;
- (b) The Provider's business address;
- (c) The Provider's business telephone number;
- (d) The Provider's hours of operation;
- (e) The general category of services provided by the Provider;
- (f) Areas served by the Provider; and
- (g) The Provider's service specialization, if any.

15.2. Multiple Locations. In the event that the Provider has more than one location, the Provider shall include either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of the Provider's primary location.

15.3. Update Requirements. The Provider must advise DHS immediately any time there is a change to any of the foregoing information in order that the change may be reflected in the Service Provider Directory no later than the effective date of the change. The reporting requirements of this Article XV are in addition to, and do not supersede or otherwise affect, all other reporting requirements set forth in this Agreement.

15.4. Submission of Information. The information requested in this Article XV must be submitted to DHS' Office of Contract Administration, 222 South College Avenue, Springfield, Illinois, 62704, within thirty (30) days after execution of this Agreement.

ARTICLE XVI
AUDIT REQUIREMENTS

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

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

16.3. Instructions. If the Provider is subject to the audit requirements, DHS will send to the Provider, by registered or certified mail, detailed instructions related to independent audit requirements, including provisions for requesting waivers, modifications and filing extensions, by May 31, 2012.

ARTICLE XVII INDEPENDENT CONTRACTOR

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

ARTICLE XVIII SANCTIONS

18.1. Imposition of Sanctions. DHS may impose sanctions on the Provider should it fail to comply with the conditions stipulated herein. Sanctions include, but are not limited to, payment suspension, loss of payment, enrollment limitations and certification and licensure action (including, but not limited to, conditional, probationary and termination status), or other actions up to and including contract termination.

ARTICLE XIX TERM AND TERMINATION

19.1. Term. This Agreement shall be effective on July 1, 2011, and shall expire on October 31, 2011, unless terminated or extended pursuant to the terms hereof.

19.2. Termination. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

19.3. Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party. In the event that DHS terminates this Agreement as a result of the substantial or material breach of the Agreement by the Provider, the Provider shall be paid for work satisfactorily performed prior to the date of termination.

ARTICLE XX
POST-TERMINATION/NON-RENEWAL

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

(a) Cooperate with DHS in assuring the transition of recipients of services hereunder for whom Provider will no longer be providing the same or similar services or who choose to receive services through another provider.

(b) Provide copies of all records related to recipient services funded by DHS under this Agreement.

(c) Grant reasonable access to DHS to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate Provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by the Provider, as well as the identity of any recipients for whom the Provider is acting as a representative payee of last resort.

20.2. Survival. The promises and covenants of this Article XX shall survive the term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

ARTICLE XXI
SUBCONTRACTS

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

ARTICLE XXII
INTERNET ACCESS

22.1. Access to Internet. The Provider must have Internet access. Internet access may be either dial-up or high-speed/DSL. The Provider must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from DHS. The Provider may list additional e-mail addresses at contract execution. The additional addresses may be for a specific department/division of the Provider or for specific employees of the Provider. The Provider may list additional e-mail points of contact in the same manner as listed above. The Provider must notify DHS of any e-mail address changes within five (5) business days from the effective date of the change.

ARTICLE XXIII
NOTICE OF CHANGE

23.1. Notice of Change. The Provider shall give thirty (30) days' prior written notice to DHS if there is a change in the Provider's legal status, Federal employer identification number (FEIN), DUNS number, or address. DHS reserves the right to take any and all appropriate action as a result of such change(s).

23.2. Failure to Provide Notification. The Provider agrees to hold harmless DHS for any acts or omissions of DHS resulting from the Provider's failure to notify DHS of these changes.

23.3. Circumstances Affecting Performance; Notice. In the event the Provider becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the Provider's ability to perform under this Agreement, the Provider shall notify DHS, in writing, within five (5) calendar days. Such notice must be sent to the Secretary of DHS with a copy to DHS' General Counsel and DHS' Chief Financial Officer at the following postal or electronic addresses:

To the Secretary:
401 South Clinton Street, Third Floor
Chicago, Illinois 60607
Michelle.Saddler@illinois.gov

To the General Counsel:
100 West Randolph Street, Suite 6-400
Chicago, Illinois 60601
Mary-Lisa.Sullivan@illinois.gov

To the Chief Financial Officer:
100 South Grand Avenue East
Springfield, Illinois 62762
Carol.Kraus@illinois.gov

23.4. Effect of Failure to Provide Notice. Failure to provide such notice shall be grounds for immediate termination of the Agreement

ARTICLE XXIV
ASSIGNMENT

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

ARTICLE XXV
MERGERS/ACQUISITIONS

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

ARTICLE XXVI
CONFLICT OF INTEREST

26.1. Prohibited Payments. The Provider agrees that payments made by DHS under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

26.2. Request for Exemption. The Provider may request written approval from DHS for an exemption from Section 26.1. The Provider acknowledges that DHS is under no obligation to provide such exemption and that DHS may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as DHS may require.

ARTICLE XXVII
TRANSFER OF EQUIPMENT

27.1. Transfer of Equipment. DHS shall have the right to require that the Provider transfer to DHS any equipment, including title thereto, purchased in whole with DHS funds. DHS shall notify the Provider in writing should DHS require the transfer of such equipment. Upon such notification by DHS, and upon receipt or delivery of such equipment by DHS, the Provider will be deemed to have transferred the equipment to DHS as if the Provider had executed a bill of sale therefor.

27.2. Meaning of "Equipment". For purposes of this Article XXVII, equipment means any equipment used in the administration and/or operation of the program having a useful life of two (2) years or more and an acquisition cost of at least \$500.

ARTICLE XXVIII
WORK PRODUCT

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

ARTICLE XXIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

29.2. Prior Notification/Release of Information. The Provider agrees to notify DHS prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with DHS in joint or coordinated releases of information.

ARTICLE XXX
INSURANCE

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

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

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

ARTICLE XXXI
LAWSUITS

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

ARTICLE XXXII
GIFTS AND INCENTIVES PROVISION

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

ARTICLE XXXIII
EXHIBITS; ATTACHMENT AND PROGRAM MANUAL

33.1. Exhibits A through D. Exhibits A through D and any documents referenced therein are attached hereto and are incorporated herein in their entirety.

33.2. Attachment and Program Manual. The related Attachment and Program Manual are hereby incorporated into this Agreement and can be found on the following DHS website:
<http://www.dhs.state.il.us/page.aspx?item=53557>.

ARTICLE XXXIV
MISCELLANEOUS

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

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

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

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

34.5. Applicable Law. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois.

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

34.7. Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

34.8. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

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

34.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart.

34.11. Reductions in Amounts Payable. Unless otherwise provided in any Exhibits made a part hereof, the amount(s) payable, or estimated amount(s) payable, to Provider under this Agreement is/are subject to a reduction as necessary or advisable, based upon actual or projected budgetary considerations, at the sole discretion of DHS, or as may be directed by the Office of the Governor:

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

34.12. Certification. The Provider certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. The Provider acknowledges that the award is made solely upon this certification and that any false statements, misrepresentations or material omissions shall be the basis for immediate termination of this Agreement.

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

ILLINOIS DEPARTMENT OF HUMAN SERVICES

MCLEAN COUNTY COURT SERVICES

By: _____
Michelle R.B. Saddler
Secretary

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____
Designee

Printed Title: _____

Printed Title: _____
Designee

E-mail: randy.macak@mcleancountyil.gov

FEIN: 37-6001569

Agreement #: 11GQ00249

EXHIBIT A
SCOPE OF SERVICES

PURPOSE OF GRANT

CFDA: General Revenue Funds

FEDERAL PROGRAM NAME: GENERAL REVENUE FUNDS

STATE PROGRAM NAME: REDEPLOY ILLINOIS

Redeploy Illinois Purpose:

Redeploy Illinois funding gives counties the financial support to provide comprehensive services to delinquent youth, ages 13 to 18, in their home communities instead of sending youth to the Illinois Department of Juvenile Justice (IDJJ). The funds provided to the Redeploy Illinois sites help fill the gaps in the existing continuum of programs and services for delinquent youth, allowing counties to cost effectively serve youth locally and reduce their reliance on IDJJ. Prior research provides solid evidence that community-based services for delinquent youth are more effective and less expensive than a sentence to secure confinement for a certain profile of youth offenders who are deemed likely to benefit from such services, since the cost of community-based programs is lower than the cost of incarceration. Through Redeploy Illinois, counties can link each youth to a wide array of needed services and supports within his or her home community, as indicated through an individualized needs assessment. Services are provided in the least restrictive manner possible, and include, but are not limited to, case management, court advocacy, education assistance, individual, family and/or group counseling, and crisis intervention.

EXHIBIT B
DELIVERABLES

- Providers administering the Redeploy Illinois program must:
- A. Comply with all rules and guidance as outlined in the Redeploy Illinois program manual.
 - B. Report per guidelines as established in the Redeploy Illinois program manual.

EXHIBIT C
PAYMENT

The Provider shall receive an estimated total compensation of \$52,397.00 for services under this Agreement between Jul 1, 2011 and Oct 31, 2011

Enter specific terms of payment here:

- A. Payments to the Provider will be made on a prospective basis, rounded to the nearest \$100.00. The final prospective payment may be greater or lesser than the previous payments due to rounding.
- B. The Department will compare the amount of the prospective payments made to date with the documented expenditures provided to the Department by the Provider. In the event the documented services provided by the Provider do not justify the level of award being provided to the Provider, future payments may be withheld or reduced until such time as the services documentation provided by the Provider equals the amounts previously provided to the Provider. Failure of the Provider to provide timely documentation may result in a reduction to the total award.
- C. The final payment from the Department under this Agreement shall be made upon the Department's determination that all requirements under this Agreement have been completed, which determination shall not be unreasonably withheld. Such final payment will be subject to adjustment after the completion of a review of the Provider's records as provided in the Agreement.

Estimated Annual Contract Amount: \$ _____

NOTE: The estimated figures are merely an Objective means of computing the contract amount and should not be construed as a guaranteed amount that will be spent on the contract during the fiscal year.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

DHS CONTACT

Name: Dan Blair
Title: Fiscal Manager
Address: 815 East Monroe
Springfield, IL 62701

Phone: 217-524-7758
TTY #: _____
Fax #: 217-524-2491
E-mail Address: dan.blair@illinois.gov

PROVIDER CONTACT

Name: Matt Sorensen
Title: Director
Address: 104 West Front Street, Room 70
P.O. Box 2400
Bloomington, IL 61701

Phone: 309-888-5360
TTY #: _____
Fax #: 309-888-5434
E-mail Address: randy.macak@mcleancountyil.gov

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2011
 Combined Annual Appropriation and Budget Ordinance
 Fund 0001 General Fund
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 16, 2010, 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 2011 Fiscal Year beginning January 1, 2011 and ending December 31, 2011; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Department of Human Services Fiscal Year 2011 (specifically July 1 to October 31, 2011) in the amount of \$ 42,108 for purchase of certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue in the Fiscal Year 2011 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, September 6, 2011, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2011 to appropriate and budget this additional revenue in the Fiscal Year 2011 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0407.0102 IDHS Redeploy Grant	\$82,740	\$42,108	\$124,848

(2)

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0706.0001 Contractual Services	\$106,740	\$42,108	\$148,848.00

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

ADOPTED by the County Board of McLean County this 20th day of September, 2011.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the
County Board of McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

202 W. College Avenue
Normal, Illinois 61761-2552



www.ecologyactioncenter.org
Phone: 309-454-3169 • Fax: 309-454-7508

August 25, 2011

Philip Dick
McLean County Department of Building and Zoning
115 East Washington Street, Room M102
Bloomington, IL 61702-2400

Dear Phillip Dick:

On behalf of the McLean County Solid Waste Management Technical Committee, I would like to submit the following resolution to the Land Use Committee of the McLean County Board, which was approved by the Solid Waste Management Technical Committee at their meeting on August 25, 2011. The resolution will designate \$2,500 for small municipality recycling grants.

Please also find attached the Second Quarter 2011 Solid Waste and Recycling Education Report. This report details efforts by the Ecology Action Center to provide solid waste and waste reduction education services to residents of the County of McLean, the City of Bloomington, and the Town of Normal.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Brown".

Michael Brown
Executive Director

Enclosure

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

- 1) Municipal Recycling Grants for the following municipalities:
 - Village of Arrowsmith - \$500
 - Village of Carlock - \$500
 - Village of Downs - \$500
 - Village of Lexington - \$500
 - Village of Heyworth - \$500

WHEREAS, the Land Use and Development Committee, at its regular meeting on September 1, 2011 recommended approval of the recommendations received from the Solid Waste Technical and Policy committee; now, therefore,

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

1. The McLean County Board hereby approves the following grant applications and the amounts requested for grant funds from the County's Solid Waste Management Fund:

- 1) Municipal Recycling Grants for the following municipalities:
 - Village of Arrowsmith - \$500
 - Village of Carlock - \$500
 - Village of Downs - \$500
 - Village of Lexington - \$500
 - Village of Heyworth - \$500

2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

ADOPTED by the McLean County Board this 20th day of September, 2011

ATTEST:

APPROVED:

Kathy Michael, County Clerk
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Sandra Hoffman
Administrative Assistant




August 17, 2011

Law & Justice Center
104 W. Front Street RM 511
Bloomington, IL 61701
(309) 888-5254
(309) 888-5266 (TCA)
(309) 888-5602 FAX

Counties of:
Ford, Livingston, Logan,
McLean, and Woodford

TO: McLean County Property Committee

FROM: William J. Scanlon 
Trial Court Administrator

RE: Renewal of Lease Agreement with Administrative Office of Illinois Courts (AOIC)
for the Mandatory Arbitration Program (Circuit Court)

Enclosed is the AOIC *Notice to Renew Lease Agreement* for the Mandatory Arbitration program on the 4th floor of the McLean County Health Department. The Circuit Court and McLean County have had a long-standing relationship in the establishment and maintenance of the Mandatory Arbitration program. The County initiated a lease agreement in 1996, and it has been renewed in 2001 and 2006.

Established in July 1996, the program annually manages a caseload of approximately 900 cases, and conducts Arbitration hearings in about 350 of those cases. The rejection rate (the rate in which those cases then appear before a judge) is less than 2%, and thus for every 1000 filings, in only 6-7 cases annually does it require a court proceeding before a judge.

In addition, in October 2010, the Circuit Court initiated a program of voluntary mediation of Small Claims cases every Friday. While only a handful of cases can be mediated each day, the success rate (the number of signed agreements between parties) is approaching 85%, and the Court has had very positive feedback from the local attorneys and participants.

Since 2009, the Arbitration Office can also be reserved for a fee for use in depositions and private mediations. The fee for the use of the space is returned to the County General Fund.

The Court is also reviewing a proposal to begin a foreclosure mediation program with Prairie State's Legal Services and the University of Illinois College of Law. In this program, home owners facing mediation would have the opportunity to meet with banks and trained attorneys to discuss settlement of their cases, and in many cases, move forward to mediation of the case. This program would be modeled after successful programs in Peoria, Will and McHenry Counties.

Chief Judge Elizabeth Robb, Judge Lee Ann Hill (in her role of supervising judge in the Small Claims Court) and Judge Paul Lawrence (in his role as supervising judge in the Civil Division)

would urge you to continue the relationship between the Court and the County and renew this lease agreement.

I have enclosed the 2006 lease agreement for your review.

I will appear at the September 1, 2011 Justice Committee meeting to discuss this request.

**Notice to Lessor of Lessee's Intention
to Renew Lease Agreement**

To: County of McLean:

NOTICE regarding the lease dated September 12, 2006, between the State of Illinois, the Supreme Court of Illinois, through its authorized agent the Administrative Office of the Illinois Courts (Lessee) and McLean County (Lessor), concerning the following premises occupied by the McLean County Alternative Dispute Resolution Center:

"2,977 square feet of office space located at the southwest corner of the 4th floor of the office building located at 200 West Front Street, Suite 400-B, in the city of Bloomington, in the County of McLean, in the State of Illinois. Lessee shall also have pursuant to this lease the right to ingress and egress through the common areas of the building and the right to use the bathroom facilities in the common areas of the building.

Lessor is hereby notified that Lessee elects to exercise the option to renew the lease agreement for an additional period of 5 years commencing on January 21, 2012, and terminating on January 20, 2017, as provided in the "Term" provision of the lease agreement between the parties.

The parties shall abide by all of the same terms and conditions of the current lease agreement.

Lessor further attests to certifications contained in the attached Exhibit A which are made part of this renewal.

Lessor's signature below acknowledges receipt of this renewal notice and renewal of the above-referenced lease.

ADMINISTRATIVE OFFICE OF THE
ILLINOIS COURTS
3101 OLD JACKSONVILLE ROAD
SPRINGFIELD, ILLINOIS 62704-6488

COUNTY OF MCLEAN, ILLINOIS
MCLEAN COUNTY LAW AND JUSTICE CENTER
104 WEST FRONT STREET
BLOOMINGTON, IL 61701

Signature

Kathleen L. O'Hara

Type/Print Name

Assistant Director, Administrative Services Division

Type/Print Title

Date

Signature

Type/Print Name

Chairman, McLean County Board

Type/Print Title

Date



ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS
LEASE AGREEMENT FOR OFFICE SPACE

The parties mutually agree to lease the described premises on the following terms and conditions of this instrument, which is dated this 12th day of September 2006.

Parties

The parties to this lease are:

1. The Supreme Court of Illinois, through its authorized agent, the Administrative Office of the Illinois Courts, hereinafter referred to as Lessee.
2. The County of McLean, Illinois, hereinafter referred to as Lessor.

Address of Parties

1. Lessee's and Authorized agent's addresses:

Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, Illinois 62704-6488
(217) 558-4490

Chief Judge, 11th Judicial Circuit
McLean County Law and Justice Center
104 West Front Street
Room No. 511
Bloomington, Illinois 61701
(309) 888-5254

11th Judicial Circuit Mandatory Arbitration
200 W. Front Street, Suite 400-B
Bloomington, Illinois 61701
(309) 827-7584

2. Lessor's address:

County of McLean
The Government Center
115 E. Washington Street, Suite 401
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5110

Description of Premises

1. Lessor leases to Lessee 2,977 square feet of office space located in the southwest corner of the 4th floor of the office building located at 200 West Front Street, Suite 400-B, in the city of Bloomington, in the county of McLean, in the State of Illinois. Lessee shall also have pursuant to this lease the right to ingress and egress through the common areas of the building and the right to use of the bathroom facilities in the common areas of the building.
2. (a) The total square feet of the building is 75,000.
(b) The total rentable square feet of Lessee's leased premises is 2,977.

Term

1. The term of the lease will be for five (5) years, from January 21, 2007 to January 20, 2012.
2. Lessee shall have the option to terminate this lease by giving 120 days' written notice to Lessor of its intention to exercise this option. In the event of termination, all improvements to the real estate and fixtures shall remain the property of Lessor.
3. Lessee shall have the right to renew the lease for a further term of five (5) years or any portion of such period upon the same terms and conditions provided Lessee shall give 120 days' notice to Lessor of its intention to exercise such option.

Use of Demised Premises

The Lessee shall have the right to use the demised premises for operation of the Eleventh Judicial Circuit's Court Annexed Mandatory Arbitration Program and/or other alternative dispute resolution programs operated by the Eleventh Judicial Circuit.

Care and Maintenance

Lessee accepts the demised premises as presently constituted except for noncompliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of any improvements required to be made by Lessor elsewhere in this lease.

Lessor shall provide and pay all costs related to the following:

- A. Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary fixtures for heating, cooling, water, electricity, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Adequate lighting and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Comprehensive exterminating service.
- H. Elevator service where applicable.
- I. Service and maintenance of fire extinguishers.
- J. Snow and ice removal from sidewalks and parking area.
- K. Maintenance of lawn and shrubs.

- L. Provide for surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring.
- M. All general maintenance and repairs not caused by Lessee's negligence.
- N. Secure locks on the doors at the entrance to Lessee's demised portion of the building.

Holdover

If, after the expiration of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated.

Accessibility

Lessor acknowledges that this lease is in compliance with the pertinent handicapped accessibility laws where applicable.

Fiscal Funding

If the lease extends beyond June 30th of any year, the lease is subject to sufficient funds being made available by the General Assembly.

Prevailing Wage

All Tenant improvement work completed on behalf of or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor in the Prevailing Wage Act. Lessor is responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*

Quiet Enjoyment

Lessor and/or parties signing on behalf of Lessor covenant and certify that they have full right and power to execute and perform this lease and to commit to all described covenants. Authority and eligibility for corporations, partnerships and trusts is shown on Exhibit A. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default or foreclosure will not affect the lease.

Occupancy and Surrender

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; improvements permitted or required excepted. No property of Lessee may be retained by Lessor for any reason. Lessee may remove all state-owned or paid-for equipment, fixtures and improvements. Lessor shall perform a post-occupancy tour of the premises with Lessee after removal of Lessee's property to determine repairs needed to be paid by the Lessee, excluding reasonable wear and tear and other exceptions as noted above.

Assignment

The Administrative Office of the Illinois Courts may substitute judicial branch tenants at any time. Such substitute tenant shall be responsible for all or part of the leased premises. The substitute tenant would be responsible for all future obligations unless otherwise specified by the Supreme Court of Illinois through its authorized agent, the Administrative Office of the Illinois Courts.

Condemnation

If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving at least thirty (30) days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

Untenantability

If the premises become untenantable because of casualty or Lessor's act or neglect, Lessee may declare the lease terminated and may vacate if the problem is not cured by Lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

Insurance

Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover Lessee's equipment or office furnishings. Lessee is self-insuring. A copy of Lessee's self-insurance policy or certificate will be provided on request.

Breach

Failure of Lessor to comply with the provisions of this lease is a breach of this lease. In the event of such breach, Lessee shall have the option of terminating this lease. Failure of Lessee to comply with the provisions of this lease is a breach of this lease. In the event of such breach, Lessor shall have the option of terminating the lease, requiring the Lessee to vacate within 45 days of written notice of breach.

Covenants Binding

All covenants and representations made in this lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express written approval of the Administrative Office of the Illinois Courts and the Lessor.

Examination of Records

Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease. Lessor shall maintain, for a minimum of 5 years after the completion of the lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the lease; the lease and all books, records, and supporting documents related to the lease shall be available for review and audit by the Auditor General of the State of Illinois; and Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Signature

Representatives of the Supreme Court of Illinois execute this document in their official capacity only and not as individuals.

Notices

Notices to Lessor shall be sent to the addresses shown on page one of this lease. Notices to Lessee shall be sent to the tenant's address indicated on page one of this lease and to the Administrative Office of the Illinois Courts at 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

Laws of Illinois

This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law.

Non-discrimination

Lessor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, and rules applicable to each.

Authority to Execute

Parties signing this lease on behalf of Lessor certify that they have authority to execute this lease and to commit to all described covenants.

Disbursements

Lessor understands that disbursements from appropriations by the State Comptroller are contingent upon the lease being properly filed pursuant to 30 ILCS 105/9. Any reasonable delay in disbursement pursuant to this provision shall not be deemed to be a breach. Lessor agrees that payment made under this lease will be made in accordance with current financial practices of the State of Illinois. Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*

Ownership

Lessor covenants and warrants that record title to the demised premises is held by Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or subsequent transferee, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.). Failure by Lessor to fully and accurately complete the provisions of Exhibit A, the Real Estate Lease Form Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by the Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to, but will not be obligated to, terminate this lease and vacate the demised premises.

Change of Ownership or Beneficial Interest

The Administrative Office of the Illinois Courts must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, or regulations governing real estate lease transactions.

Entire Agreement

This lease, including its addenda and exhibits, contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

Severability

If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

Modifications

Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.

Waiver

The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

Examination of Instrument

Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed by both Lessor and Lessee.

Time is of the Essence

Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

Disclosure

The following exhibit(s) are made a part of this lease:

- | | | | |
|-------------------------------------|---------------------------|--------------------------|------------------------|
| <input checked="" type="checkbox"/> | A - Disclosure | <input type="checkbox"/> | I - Improvement |
| <input type="checkbox"/> | P- Purchase Option | <input type="checkbox"/> | J - Janitorial Service |
| <input type="checkbox"/> | OD - Ownership Disclosure | <input type="checkbox"/> | D - Diagrams |

Certifications

1. Conflict of Interest. Lessor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Lessor further certifies that no person listed herein is entitled to receive (I) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Lessor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (I) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
2. Bid-rigging or Bid-rotating. Lessor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. 720 ILCS 5/33E-3, 33E-4.
3. Educational Loan Default. If the Lessor is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. 5 ILCS 385/3.
4. Anti-bribery. The Lessor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5(a))).
5. Debt Delinquency. Lessor certifies that he/she/it is not barred from being awarded a contract under section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a lessor from entering into a contract with the judicial branch if the lessor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the lessor or affiliate has entered into a deferred payment plan to pay off the debt. Lessor further acknowledges that, under section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Lessor is determined to be delinquent in the payment of any debt to the State during the term of the contract.
6. Collection and Remittance of Illinois Use Tax. Lessor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a lessor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Lessor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Lessor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
7. Prohibition of Goods Produced by Forced Labor. Lessor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
8. Sarbanes-Oxley Act/ Illinois Securities Law. Lessor certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under

the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the bid or contract. Lessor acknowledges that the AOIC Director may declare the contract void if this certification is false.

9. Corporate Accountability. Lessor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Lessor acknowledges that the AOIC Director may declare the agreement void if this certification is false.
10. Environmental Protection Violations. Lessor certifies that he/she/it is not barred from entering into this agreement under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Lessor acknowledges that the AOIC Director may declare the agreement void if this certification is false.
11. Prohibition of Goods Produced by Child Labor. Lessor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under this lease have been produced in whole or in part by the labor of any child under the age of 12.

** A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.

Legal Status Disclosure by Lessor

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: County of McLean, Illinois

Taxpayer Identification Number

EIN: 37-6001569

Legal Status (check one)

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

IN WITNESS WHEREOF, the parties have executed these presents on the date first above written.

LESSEE:

SUPREME COURT OF ILLINOIS,
THROUGH ITS AUTHORIZED AGENT,
THE ADMINISTRATIVE OFFICE OF THE
ILLINOIS COURTS

LESSOR:

COUNTY OF MCLEAN, ILLINOIS

Robert C. Shiras CHIEF JUSTICE

Kathleen L. Gazda

Signature

KATHLEEN L. GAZDA

Type/Print Name

ASSISTANT DIRECTOR

Type/Print Title

9.12.06

Date

Michael F. Sweeney

Signature

Michael F. Sweeney

Type/Print Name

Chairman, McLean Co. Board

Type/Print Title

8/22/06

Date

EXHIBIT A

Lease Control No. _____

Real Estate Lease Form
Disclosure Statement

This statement must be completed by the Lessor

Disclosure of the following information is required by Illinois law (50 ILCS 105/3.1, 30 ILCS 505/10.1 and 30 ILCS 505/11.1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

I. State the name of each individual having a beneficial interest in the lease and each individual who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7 1/2 % interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7 1/2 % interest, then the requirements of this disclosure may be met by so stating below.

Not Applicable - Real Estate Owned By A Governmental Entity

II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

Not Applicable - Real Estate Owned By A Governmental Entity

III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?
___ No ___ Yes If "yes", explain employment and/or relationship.

Not Applicable - Real Estate Owned By A Governmental Entity

IV. I, ERIC T. RUUD, state on oath or affirm that I am (title) ATTORNEY for THE (firm/name) COUNTY OF McLEAN and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

Eric T. Ruud 2-24-97
Signature Date

State of Illinois -)
County of McLean) SS:

I, Jennifer L. Drummond, certify on February 24, 1997, Eric T. Ruud, personally appeared before me and swore or affirmed that he signed this document as Attorney of County of McLean and that the information provided was true and correct.

OFFICIAL SEAL
JENNIFER L DRUMMOND
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 26, 1999

Jennifer L. Drummond
Notary Public

Notary Seal

Commission Expires 9-26-99

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
 County of McLean

Check appropriate box: Individual/Sole proprietor Corporation Partnership Other Local Govt... Exempt from backup withholding

Address (number, street, and apt. or suite no.)
 115 E. Washington

City, state, and ZIP code
 Bloomington, IL. 61702

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
+ +
or
Employer identification number
3 7 + 6 0 0 1 5 6 9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person Jackie Dozier Date 6/26/06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7

¹See Form 1099-MISC, Miscellaneous Income, and its instructions.

²However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.



Facilities Management

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

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-4120 FAX jack.moody@mcleancountvil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. Bill Wasson, County Administrator

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

Date: August 12, 2011

Subj: EECBG Grant for COMLARA Park

Some months ago we were contacted by the Tri-County Regional Planning Commission in Peoria, Illinois with an offer of left over funds from their EECBG grant program. They called to offer us \$21,000.00 to be used for energy efficiency improvements. We learned that McLean County Parks and Recreation (COMLARA Park) had several opportunities to upgrade equipment or systems for which these funds could be used.

Mr. Mike Steffa, Director, McLean County Parks and Recreation, developed a grant application with full costs and it was submitted to EECBG. Today, we received notification from Tri-County that our application for these left over grants funds has been awarded. This is a non-matching grant.

Attached, please find the required contract for this grant project at COMLARA Park. The final total award is \$20,607.07. This project must be completed and final documents submitted for reimbursement by EECBG no later than March 31, 2012.

In summary, this project upgrades 29 windows, 12 doors, 180 T-8 light bulbs, 64 ballasts, one Energy Star commercial refrigerator and two Energy Star commercial freezers.

We therefore come before the Property Committee requesting your kind review and approval, and that the attached contract is signed so we can send it to Tri-County after County Board approval. We will then be able to begin this project once contracts are executed.

Thank you.

Cc: Mike Steffa, COMLARA Park

attachments

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Parks and Recreation Dept.		This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Tri-County Regional Planning Commission (EECBG)		Grant Type: <input type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input checked="" type="checkbox"/> Other	Grant Date: Start: October, 2011 End: February, 2012
Grant Title: Energy efficiency.			
Grant Amount: \$20,607.07		Grant Funding Method: <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: April 30, 2012	
Match Amount (if applicable): Required Match :\$0 Overmatch: \$0			
Grant Total Amount: \$20,607.07		Source of Matching Funds (if applicable):	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$	Total Additional Expenses	\$	GRANT TOTAL	\$	Description of equipment to be purchased: 29 windows, 12 doors, 180 T-8 bulbs, 64 ballasts, one Energy Star commercial refrigerator, two Energy Star commercial freezers. Description of subcontracting costs: None Other requirements or obligations: Must complete by March 31, 2012.	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
Personnel Cost	\$																										
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Additional Expenses																											
Subcontractors	\$																										
Equipment	\$																										
Other	\$																										
Total Additional Expenses	\$																										
GRANT TOTAL	\$																										

Responsible Personnel for Grant Reporting and Oversight:

Jack Moody
 Jack E. Moody, CFM, Director, Fac. Mgt.
 Department Head Signature

August 12, 2011
 Date

 Grant Administrator/Coordinator Signature (if different)

 Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date



TRI-COUNTY REGIONAL PLANNING COMMISSION

211 FULTON STREET • SUITE 207 • PEORIA, IL 61602
PHONE: 309-673-9330 • FAX: 309-673-9802
www.tricountyrpc.org

RECEIVED

AUG 12 2011

Facilities Mgt. Div.

August 5, 2011

Jack E. Moody, CFM
Director of Facilities Management
McLean County Government Center
115 East Washington Street
Bloomington, IL 61702-2400

Dear Mr. Moody:

The letter is to inform you that McLean County is awarded \$20,607.07 in Energy Efficiency and Conservation Block Grant Funds. These funds are awarded to install new doors, windows, lighting and purchase EnergyStar kitchen appliances at COMLARA Park.

Enclosed you will find the contract between the County and Tri-County Regional Planning Commission (TCRPC). Please read over this document carefully as it outlines the requirements for receiving this funding. Make sure that the project manager completes Exhibit B – Project Budget. Exhibit B is a line-item budget that must be completed before the contract can be executed. After reviewing the contract and completing Exhibit B, please have the authorized local official sign and return the contract (contract and exhibits A and B) to TCRPC. Once we receive the signed contract, it will be signed by TCRPC and a copy returned to you.

Remember this is a cost-reimbursement grant, and no grant funds will be distributed without the submittal of an invoice. Once an invoice has been submitted, please allow 2 to 4 weeks for payment. Finally, no costs can be reimbursed PRIOR to when you receive a copy of the signed contract from TCRPC.

If you should have any questions concerning this information, please feel free to contact me at (309) 673-9330.

Sincerely,

Ryan C. Granata
Planner III

SUB-SUBCONTRACT NO. 10-451001-009-004

COST REIMBURSEMENT SUB-SUBCONTRACT BETWEEN THE TRI-COUNTY
REGIONAL PLANNING COMMISSION AND MCLEAN COUNTY (LOCAL
GOVERNMENT ENTITY)

THIS SUB-SUBCONTRACT, entered into this _____ day of _____, 2011 by and between the TRI-COUNTY REGIONAL PLANNING COMMISSION, hereinafter referred to as LOCAL COUNCIL, and the COUNTY OF MCLEAN, hereinafter referred to as the LOCAL GOVERNMENT ENTITY, is for the purpose as hereinafter set forth.

WHEREAS, LOCAL GOVERNMENT ENTITY has submitted a proposal for an energy savings project, a copy of which proposal is attached as Exhibit A, ("Project") which LOCAL COUNCIL has agreed to fund.

WHEREAS, the Illinois Association of Regional Councils (ILARC) is the recipient of Grant No. 09-451001 from the Illinois Department of Commerce and Economic Opportunity (DCEO) (Master Grant), for support of the program entitled Energy Efficiency and Conservation Block Grant (EECBG).

WHEREAS, LOCAL COUNCIL is the recipient of grant funds from ILARC pursuant to Subcontract No. 10-451001-009.

WHEREAS, said Master Grant approves collaborative effort by ILARC, LOCAL COUNCIL and LOCAL GOVERNMENT ENTITY and LOCAL GOVERNMENT ENTITY has agreed to use its personnel, facilities, and best efforts in the performance of the work requirements.

THEREFORE, the parties mutually agree as follows:

ARTICLE I. STATEMENT OF WORK

The LOCAL GOVERNMENT ENTITY shall provide the necessary personnel, facilities, data and materials to perform the following services:

1. The LOCAL GOVERNMENT ENTITY shall complete the Project which is described as Exhibit A.
2. LOCAL GOVERNMENT ENTITY shall provide progress reports and supporting documentation to LOCAL COUNCIL on a regular basis and on request from the LOCAL COUNCIL.
3. LOCAL GOVERNMENT ENTITY shall provide a final report to LOCAL COUNCIL upon completing the Project.

4. LOCAL GOVERNMENT ENTITY shall provide on-site Project monitoring as determined to be necessary by LOCAL GOVERNMENT ENTITY, LOCAL COUNCIL, ILARC, DCEO and/or the Department of Energy (DOE) and shall assure that necessary contractors' affidavits and waivers of mechanic's liens are obtained prior to release of grant funds to contractors and subcontractors.
5. LOCAL GOVERNMENT ENTITY shall provide a waste management plan to LOCAL COUNCIL.
6. LOCAL GOVERNMENT ENTITY shall retain all required documentation and reports as more fully set forth in Article V.
7. LOCAL GOVERNMENT ENTITY shall abide by all applicable Federal, State and local laws, rules and regulations governing their performance including, but not limited to, all provisions contained in Section 5.9 of the Master Grant, the Buy American Act, Davis Bacon Act, National Historic Preservation Act and the National Environmental Policy Act.

The LOCAL GOVERNMENT ENTITY shall ensure the provision of all data required for DOE quarterly reports including:

- a. Energy savings (therms)
- b. Energy savings (kWh)
- c. CO2 and CO2e reduced (metric tons)
- d. Jobs created
- e. Jobs retained

ARTICLE II. SCHEDULE FOR DELIVERABLE ITEMS OR REPORTS OR BOTH

In connection with, and as part of the work to be performed the LOCAL GOVERNMENT ENTITY shall submit regular reports and a final report as specified in Article I and as otherwise required by DCEO, ILARC OR LOCAL COUNCIL under the terms of the Master Grant.

ARTICLE III. PERIOD OF PERFORMANCE

Performance of this Sub-Subcontract shall begin on _____ (date of signature) and shall not extend beyond the estimated completion date of March 31, 2012, unless further extended by amendment of this Sub-Subcontract.

ARTICLE IV. ESTIMATED COST AND PAYMENT

The total cost of this Sub-Subcontract shall not exceed \$20,607.07 on a cost reimbursement basis. Costs may be reimbursed for eligible program expenses incurred after the date of this Sub-Subcontract. Reimbursement shall be in accordance with the approved line item budget attached as Exhibit B and incorporated herein by reference. Substantial deviations from the approved budget require prior approval of LOCAL COUNCIL, ILARC and DCEO.

The amount indicated in the first paragraph of this Article represents the maximum amount reimbursable under this Sub-Subcontract without prior approval of LOCAL COUNCIL, ILARC and DCEO.

The LOCAL GOVERNMENT ENTITY shall submit itemized invoices and payments will be subject to the following conditions:

1. Payments will be made on a reimbursement basis, after the LOCAL GOVERNMENT ENTITY submits the appropriate invoice(s) to the LOCAL COUNCIL. (If an applicant is receiving funds from other funding sources(s), total funds requested by all sources will not exceed the total cost of the Project.)
2. Ten percent (10%) of the award agreement amount will be withheld as retention until the final report is received from the LOCAL GOVERNMENT ENTITY and the LOCAL COUNCIL Project Director determines the Project has been satisfactorily completed.
3. All invoices must be submitted with a completed payment request form, as specified by the LOCAL COUNCIL, and accompanied by all backup documentation. The backup documentation must include copies of paid invoices and receipts detailing the specific equipment and purchases, the services proposed, and contractor time records where appropriate.
4. Said invoices must represent actual cost incurred and be certified by an appropriate institutional official.
5. Before final payment, the LOCAL COUNCIL reserves the right to verify that the amount of the funding award agreement, when combined with all other sources of funding for the Project, does not exceed 100 percent of the total Project cost.
6. LOCAL COUNCIL Project Director must approve all invoices. This approval is subject to the LOCAL GOVERNMENT ENTITY's acceptable submittal of the required progress reports and the appropriateness of the invoiced expenses under the funding award agreement.

Invoices should be submitted to: Office Manager, Tri-County Regional Planning Commission, 211 Fulton Street, Suite 207, Peoria, Illinois 61602. Sub-Subcontract No. 10-451001-009-004 is to be referenced.

ARTICLE V. SPECIAL PROVISIONS

The LOCAL GOVERNMENT ENTITY agrees to maintain books, records, documents and any other evidence pertaining to all costs and expenses incurred and revenues acquired, such as interest accrued and put back in a project under this Sub-Subcontract to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement

is claimed. The books of account and other records which are applicable shall at all times be available for inspection, review and audit by LOCAL COUNCIL, ILARC and DCEO to determine proper application and use of all funds paid to or for the account of benefits of the LOCAL GOVERNMENT ENTITY.

This Sub-Subcontract may not be assigned in whole or in part without the prior consent of LOCAL COUNCIL.

Title to equipment and supplies purchased by the LOCAL GOVERNMENT ENTITY pursuant to the terms of this contract shall remain with LOCAL GOVERNMENT ENTITY, unless other disposition is mutually agreed upon and permitted under terms of the Master Grant. However, LOCAL GOVERNMENT ENTITY is prohibited from, and may not sell, transfer, encumber or otherwise dispose of said equipment and or supplies, except in their ordinary use without prior written approval of LOCAL COUNCIL. LOCAL GOVERNMENT ENTITY shall maintain an inventory or property control record of all equipment, materials and/or supplies reimbursed with grant funds.

LOCAL GOVERNMENT ENTITY hereby agrees to indemnify and hold harmless LOCAL COUNCIL, its officers, agents and employees from any and all claims, suits, losses, damages, costs of action, fines, judgments or liability that may arise out of or on account of any failure on the part of LOCAL GOVERNMENT ENTITY to perform any service or duty as herein agreed or resulting from the negligence or misconduct of LOCAL GOVERNMENT ENTITY, its officers, employees or agents.

ARTICLE VI. PROJECT DIRECTOR (LOCAL COUNCIL)

The Project Director representing LOCAL COUNCIL for the purpose of technical direction of contract performance shall be Ryan C. Granata, Planner.

ARTICLE VII. PROJECT DIRECTOR (LOCAL GOVERNMENT ENTITY)

The Project Director representing the LOCAL GOVERNMENT ENTITY for the purpose of technical direction in accordance with Article I, shall be Jack Moody.

(Mike Steffa assisting)

ARTICLE VIII. TERMINATION

The Agreement shall terminate automatically upon depletion of the funds allocated in Article IV. Either party to the Sub-Subcontract shall have the right to terminate by giving thirty days written notice of intent to terminate to the other party.

ARTICLE IX. INCORPORATION OF APPLICABLE PROVISIONS OF THE MASTER GRANT

All applicable provisions of Grant No. 09-451001, including Part VIB, American Recovery and Reinvestment Act Terms, Conditions and Certifications between ILARC and DCEO shall be binding upon the LOCAL GOVERNMENT ENTITY and the LOCAL GOVERNMENT

ENTITY agrees to comply with same. A copy of Grant Contract 09-451001 is attached as Exhibit C and the terms of that agreement applicable to this Sub-Subcontract are incorporated herein by reference.

ARTICLE X. FAIR EMPLOYMENT CONTRACTING ACT

During the performance of this Sub-Subcontract, the LOCAL GOVERNMENT ENTITY agrees as follows: LOCAL GOVERNMENT ENTITY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin, in accordance with State and Federal Laws, Rules and Regulations.

ARTICLE XI. FEDERAL AWARD IDENTIFYING INFORMATION

In accordance with OMB Circular A-133, the Federally funded award is identified by the following:

CFDA#:	81.128
CFDA Title:	Energy Efficiency and Conservation Block Grant Program (EECBG)
Award #:	DE-EE0000824
Federal Awarding Agency:	Department of Energy

ARTICLE XII. FEDERALLY FUNDED GENERAL GRANT PROVISIONS

A. Lobbying Restrictions. The LOCAL GOVERNMENT ENTITY acknowledges that receipt of Grant Funds under the Agreement may require compliance with Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all federal rules promulgated by the United States Department of Health and Human Services, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any sub-agreements executed hereunder.

By executing this Agreement on behalf of the LOCAL GOVERNMENT ENTITY, the Authorized Signatory hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the LOCAL GOVERNMENT ENTITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the LOCAL GOVERNMENT ENTITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The LOCAL GOVERNMENT ENTITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Sub-Subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who failed to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. Debarment. The LOCAL GOVERNMENT ENTITY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.
- C. Environmental Tobacco Smoke. Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Tobacco Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee. This language must be included in all sub-awards containing provisions for children's services.

ARTICLE XIII. APPLICABLE STATUTES

LOCAL GOVERNMENT ENTITY agrees to abide by all applicable Federal, State and local laws, rules and regulations governing their performance including, but not limited to, all provisions contained in Section 5.9 of the Master Grant, the Buy American Act, Davis Bacon Act, National Historic Preservation Act and the National Environmental Policy Act. LOCAL COUNCIL shall not be responsible for monitoring LOCAL GOVERNMENT ENTITY'S compliance.

ARTICLE XIV. COMPLIANCE

The LOCAL GOVERNMENT ENTITY certifies that it is in compliance with the provisions of OMB Circular A-110. Should the LOCAL GOVERNMENT ENTITY be deemed not to be in compliance with these provisions by independent audit and not eligible for the receipt of federal

funds, the LOCAL GOVERNMENT ENTITY will immediately notify LOCAL COUNCIL in writing regarding its non-eligibility for federal funds. LOCAL GOVERNMENT ENTITY further agrees that their OMB Circular A-110 Compliance Reports will be furnished annually until this Sub-Subcontract terminates.

ARTICLE XV. RECORDS RETENTION

The LOCAL GOVERNMENT ENTITY agrees that DCEO, the Office of the Inspector General of Illinois, the Auditor General of Illinois and any of their duly authorized representatives have full access and right to examine and LOCAL GOVERNMENT ENTITY shall maintain any pertinent books, documents, papers and records, including digital and electronic data, of LOCAL GOVERNMENT ENTITY related to this Agreement for a period of four (4) years following DCEO's final approval of any closeout of the Master Grant. LOCAL GOVERNMENT ENTITY further agrees to fully cooperate with any audit performed by the Auditor General of Illinois or DCEO and shall provide full access to all relevant records and materials upon request in accordance with Section 3.7 of the Master Grant.

ARTICLE XVI. SEVERABILITY CLAUSE

If any phrase, clause or provisions of this Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provisions shall be deemed severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible.

ARTICLE XVII. ENTIRE AGREEMENT

This Sub-Subcontract, including all exhibits attached hereto, constitutes the entire agreement between LOCAL COUNCIL and the LOCAL GOVERNMENT ENTITY with respect to the subject matter hereof. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by LOCAL COUNCIL and the LOCAL GOVERNMENT ENTITY.

IN WITNESS THEREOF, the parties have executed this agreement by their duly authorized officers on the date first herein set out.

[SIGNATURES ON NEXT PAGE]

THE TRI-COUNTY REGIONAL PLANNING COMMISSION ("LOCAL COUNCIL")

By: _____
Its Executive Director

Date

THE COUNTY OF MCLEAN ("LOCAL GOVERNMENT ENTITY")

By: _____
Its: CHAIRMAN, McLean County Board

Date

EXHIBIT A

Project Description

- Purchase and install the following energy efficient retrofits at COMLARA Park:
 - 29 Windows
 - 12 Doors
 - 180 T-8 Fluorescent Light Bulbs
 - 64 Ballasts
 - 1 EnergyStar Commercial Refrigerator
 - 2 EnergyStar Commercial Freezers

EXHIBIT B

Budget for Project

EXHIBIT C

Grant No. 09-451001