

Proceedings
of the
County Board
of
McLean County,
Illinois

August 18, 2015

*Subject to approval at
September 15, 2015
County Board Meeting*



August 8, 2015

The McLean County Board met on Tuesday, August 8 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois, with Chair Matt Sorensen presiding.

Other Business and Communication:

Chairman, Matt Sorensen called Member Rankin to the podium. Member Rankin invited Mike Steffa, the Director of McLean County Parks and Recreation, to the podium where he presented their office with a Resolution of Appreciation. Director Steffa offered remarks of thanks. (refer to audio)

Chairman Sorensen gave a brief update regarding the joint Town of Normal work session, held the previous evening, regarding Sales Tax considerations. Both Chairman Sorensen and Co Administrator Wasson presented information and remarks on behalf of McLean County. Both indicated the awareness of the challenge of the mental health funding issue being discussed and the reprioritization of dollars that will need much discussion in the future. (refer to audio).

The following Members answered to roll call:

Members, Ben Owens, Erik Rankin, Robustelli Carlo, Susan Schafer, Paul Segobiano, James Soeldner, George Wendt, Richard Buchanan, Don Cavallini, Chuck Erickson, Paul Finch, George Gordon, Victoria Harris, Mark Johnson, John McIntyre, Catherine Metsker, Sondra O'Connor and Matt Sorensen.

The following Members were absent.

William Caisley and Randall Martin

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STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF TERRY BOSE
AS A COMMISSIONER OF THE
MACKINAW DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Terry Bose as a Commissioner of the Mackinaw Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

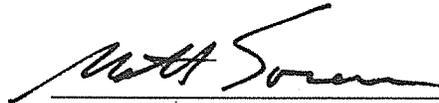
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Terry Bose as a Commissioner of the Mackinaw Drainage District to complete a term of three years to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Terry Bose, Thomas L. Brucker, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

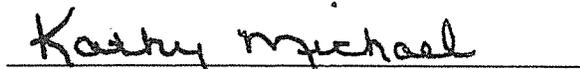
Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DANIEL BRUCKER
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Daniel Brucker as a Commissioner of the Sangamon River Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Daniel Brucker as a Commissioner of the Sangamon River Drainage District for a term of three years to expire on the first Tuesday in September, 2018, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Daniel Brucker, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

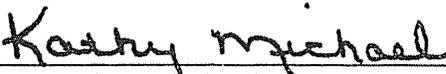
ADOPTED by the County Board of McLean County, Illinois, this 18th day of August, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF KEITH DEFRIES
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Keith DeFries as a Commissioner of the Lawndale-Cropsey Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Keith DeFries as a Commissioner of the Lawndale-Cropsey Drainage District for a three-year term to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

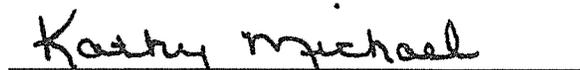
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Keith Defries, Tom Brucker, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2015.

APPROVED:


Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DONALD WAYNE EYMANN
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Donald Eymann, Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

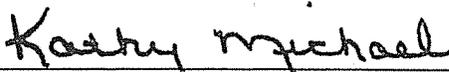
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF D. MARK HEINS
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of D. Mark Heins as a Commissioner of the Golden Rule Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

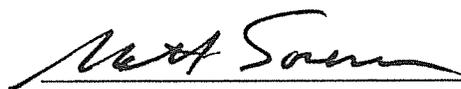
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of D. Mark Heins as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to D. Mark Heins, Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 18th day of August, 2015.

APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JOHN LEONARD
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of John Leonard as a Commissioner of the Kumler Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Leonard as a Commissioner of the Kumler Drainage District for a term of three years to expire on the first Tuesday in September, 2018, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to John Leonard, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

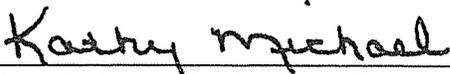
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JAMES LINDSAY
AS A COMMISSIONER OF THE
PATTON DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of James Lindsay as a Commissioner of the Patton Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

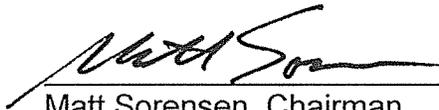
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Lindsay as a Commissioner of the Patton Drainage District for a term of three years to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Lindsay, Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

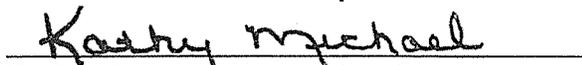
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF RICHARD L. PARK
AS A COMMISSIONER OF THE
NORMAL-TOWANDA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Richard L. Park as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

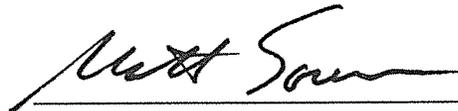
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard L. Park as a Commissioner of the Normal-Towanda Drainage District for a term of three years to expire on the first Tuesday in September, 2018, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Richard L. Park, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

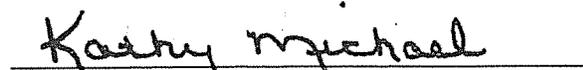
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

**A RESOLUTION FOR REAPPOINTMENT OF JON REIMER
AS A COMMISSIONER OF THE
CHENOA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Jon Reimer as a Commissioner of the Chenoa Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

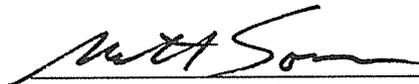
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jon Reimer as a Commissioner of the Chenoa Drainage District for a term of three years to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jon Reimer, Mr. Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

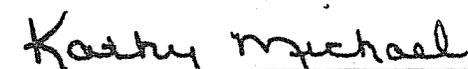
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF ENID SCHLIPF
AS A COMMISSIONER OF THE
GRIDLEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Enid Schlipf as a Commissioner of the Gridley Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

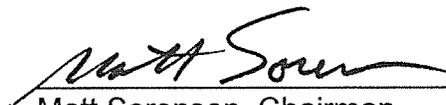
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Enid Schlipf as a Commissioner of the Gridley Drainage District for a term of three years to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Enid Schlipf, Ben Roth, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

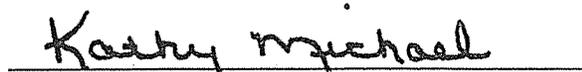
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF IRVIN BANE
AS A COMMISSIONER OF THE
EASTERBROOK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Irvin Bane as a Commissioner of the Easterbrook Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Irvin Bane as a Commissioner of the Easterbrook Drainage District for a term of three years to expire on the first Tuesday in September, 2018, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Irvin Bane, Jay Reece, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

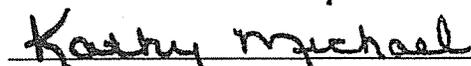
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF IRVIN BANE
AS A COMMISSIONER OF THE
WHITE STAR DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Irvin Bane as a Commissioner of the White Star Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

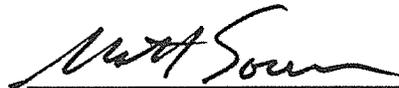
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Irvin Bane as a Commissioner of the White Star Drainage District for a term of three years to expire on the first Tuesday in September, 2018, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Irvin Bane, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

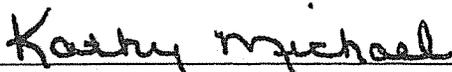
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF JOHN FRANKLIN
AS A COMMISSIONER OF THE
TURKEY CREEK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of John Franklin as a Commissioner of the Turkey Creek Drainage District, it is advisable to consider a reappointment or appointment to this position; and,

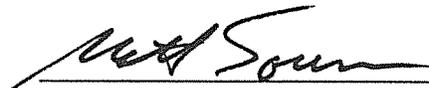
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Franklin as a Commissioner of the Turkey Creek Drainage District for a term of three years to expire on the first Tuesday in September, 2018, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Mr. John Franklin; Mr. Hunt Henderson, Attorney for the District, as well as the County Clerk, the County Auditor and the County Administrator.

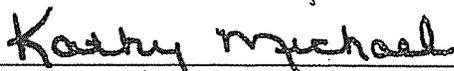
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APPROVED:



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF GARY E. WILLIAMS
AS A COMMISSIONER OF THE
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of Gary E. Williams on the Adrian Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Gary E. Williams as a Commissioner of the Adrian Drainage District for a term to expire on the first Tuesday in September, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Mr. Gary E. Williams and Mr. John L. Pratt, Attorney for the District, as well as the County Clerk, County Auditor and the County Administrator's Office.

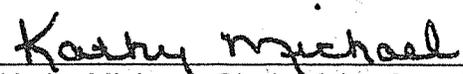
Adopted by the County Board of McLean County, Illinois, this 18th day of August 2015.

APPROVED:



Matt Sorensen, Chairman,
McLean County Board

ATTEST:



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

**RESOLUTION OF APPRECIATION
OF THE MCLEAN COUNTY BOARD
TO THE MCLEAN COUNTY PARKS AND RECREATION DEPARTMENT**

WHEREAS, McLean County values its employees and feels it is important to provide opportunities for employees to build camaraderie and socialize with fellow employees and their families; and,

WHEREAS, McLean County has an annual Family Picnic as a way to say thank you to employees for all their hard work throughout the year; and

WHEREAS, the Parks and Recreation Department hosts the annual Family Picnic at Comlara Park; and,

WHEREAS, the Parks and Recreation Department staff expend a lot of extra time and effort to provide food, games and activities for McLean County employees and their families to enjoy;

BE IT RESOLVED that the Board and employees of McLean County extend a grateful thank you to the Park and Recreation Department staff for all of the time and effort that they put in to this successful and enjoyable annual event.

ADOPTED by the McLean County Board this 18th day of August, 2015.

ATTEST:



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

APPROVED:



Matt Sorensen, Chairman
McLean County Board

Member Rankin, presented the following:

GMS APPLICATION NUMBER 2015-H3119-IL-DJ

CONTRACT NO. _____

THE STATE OF ILLINOIS

KNOW ALL BY THESE PRESENT

COUNTY OF MCLEAN

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL;
AND COUNTY OF MCLEAN, IL**

2015 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 18th day of June, 2015, by and between The COUNTY of McLean, acting by and through its governing body, McLean County Board, hereinafter referred to as COUNTY, and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the County and City Government codes; and,

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the City agrees to provide the County \$0 from the JAG award.

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to pay COUNTY a total of \$0 of JAG funds.

Section 2.

CITY agrees to use \$28,818 for equipment.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the Tort Claims Act.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 6.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bloomington, IL

COUNTY OF McLean, IL

Tari Renner
Mayor, City of Bloomington

Matt Sorensen
McLean County Board Chairman

ATTEST: APPROVED AS TO FORM;

Cherry Lawson
City Clerk for City of Bloomington



Jon Sandage
McLean County Sheriff

Jeff Jergens
Interim Corporate Counsel

Kathy Michael
McLean County Clerk

Jessica Woods
Assistant Civil State Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

Members Rankin/Cavallini moved the County Board approve a Request for Approval of an Interlocal Agreement between the City of Bloomington and McLean County for 2015 Byrne Justice Assistance Grant (JAG) Program Award - Sheriff. Clerk Michael shows all members in favor of the Motion. Motion carried.

Member Rankin, presented the following:

**Expanding Multi-Jurisdictional Narcotics Unit
Task Force 6
EXHIBIT A: PROGRAM NARRATIVE
Agreement # 411320**

I. SUMMARY OF PROGRAM

Task Force 6 (TF6) is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police (ISP), McLean County Sheriff's Office, Illinois State University Police Department, DeWitt County Sheriff's Office, and Clinton Police Department. TF6 is the only narcotics unit serving DeWitt and rural McLean Counties. While the Bloomington Police and Normal Police have narcotics units, TF6 provides ongoing assistance to these agencies working both in conjunction with these agencies and independently within the metro area of Bloomington and Normal. TF6 remains the primary drug enforcement unit servicing Illinois State University which has a student population of 21,000. The population of DeWitt and McLean Counties is approximately 191,067 residents. TF6 is located in Normal near the population center of the Central Illinois area.

The TF6 works closely with local law enforcement and communities to combat drugs in smaller communities, including street level crimes. The TF6 approach has remained consistent since its conception in 1983 – developing reliable confidential sources and employing undercover investigative strategies to set up controlled buys in an effort to move up to the distribution center. The attainment of the TF6 goals to combat illegal drug activity and to aggressively pursue the importation of drugs into or through McLean and DeWitt Counties are reinforced by the effective and comprehensive training the unit receives in the area of narcotics enforcement. TF6 works to combat drugs at all levels in our communities. TF6 is the primary unit for long-term investigations for DeWitt and McLean Counties. Federal funding has made the overall success of TF6 possible by providing for contractual obligations. Federal funding continues to provide for an office manager/asset forfeiture coordinator and for the TF6 building lease.

II. REVIEW OF PROGRESS

Goal: Combat illegal drug activity in rural communities.

Objective 1: Conduct 10 proactive investigations targeting unlawful distribution of methamphetamine/precursors. To combat the increase in availability of methamphetamine in the McLean/DeWitt counties area. To identify/arrest those unlawfully selling and/or possessing methamphetamine.

- **TF6 has initiated a total of 6 methamphetamine/precursors investigative cases. TF6 anticipates meeting our objective of 10 investigations.**

Objective 2: Conduct 12 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.

- **TF6 has conducted 16 proactive investigations targeting the sale of prescription medications. TF6 currently has met our objective of 12.**

Objective 3: To maintain a 95% conviction rate for drug prosecution cases.

- **To date TF6 has maintained a 100% conviction rate for drug prosecution cases. TF6 anticipates meeting our objective of maintaining a 95% conviction rate.**

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

Objective 1: Conduct 12 proactive details of mass transit locations in an effort to identify and arrest those persons bringing drugs into the area of TF6. Also, details are to be conducted targeting mass transit means through which drugs may be imported to or through the TF6 area.

- **TF6 has conducted 6 proactive details, inclusive of local truck stops and mass transit interdiction investigations. TF6 anticipates meeting our objective of 12.**
- **TF6 participated in a three day mass transit criminal interdiction detail in the Bloomington/Normal metropolitan area, involving the Drug Enforcement Administration and Bloomington Police Department. As a result of this cooperative effort over \$75,000 of illegal drug currency was seized.**

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: Provide 200 hours of goal specific training toward narcotic and cannabis investigations to address the cocaine and cannabis problem in the TF6 area.

- TF6 has met our objective of 200 hours of goal specific training by attending 322 hours at the training courses listed below:
 - 2 officers attended the 80 hour Basic Narcotic Investigator Training Course (160 hours)
 - 1 officer attended Butane Hash Oil Investigations (8 hours)
 - 2 officers attended the National Interdiction Conference (80 hours)
 - 6 officers attended the Illinois Drug Enforcement Officers Association Training (64 hours)
 - 5 officers attended Reconnaissance And Aerial Interdiction Detachment training (RAID) by the U.S. Army National Guard for aerial cannabis suppression (10 hours)

III. STATEMENT OF PROBLEM

The operational area of TF6, with the exception of the urban areas of Bloomington/Normal, IL is predominately rural and served by smaller police agencies. Without TF6, a multi-jurisdictional unit comprised of officers from 4 different agencies, narcotics enforcement in these rural areas would go virtually unchecked. To the Bloomington Police Department and the Normal Police Department, TF6 provides assistance in both local investigations and investigations that expand to other areas of the state including Chicago. During the calendar year of 2013, TF6 made 75 drug arrests 5 of which were class X felonies. During the calendar year of 2014, TF6 made 69 arrests, 10 of which were class X felonies.

The McLean and DeWitt counties area serviced by TF6 experience many of the same problems other areas across the state and nation have in regards to illegal drugs. The use and distribution of unlawfully possessed prescription medications and heroin continue to be an issue. Heroin can be purchased for as little as five dollars in "open air" drug markets in Chicago. These areas of the city are commonly in close proximity to major roadways such as Interstate 55 which is a high volume thoroughfare for people traveling to and from our

TF6 area. This is how heroin comes to our rural communities, it is transported and dispersed here in relatively small amounts by users who pick up for themselves and "friends." The amount of prescription drugs and heroin available to be illegally purchased, combined with area overdose deaths show this to be a continuing problem.

Cocaine and crack cocaine use and 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. During the calendar year of 2013, TF6 alone made 10 arrests related to cocaine. During the calendar year of 2014, TF6 alone made 7 arrests related to cocaine. TF6 works closely with the Bloomington Police Department and Normal Police Department toward enforcement efforts targeting cocaine dealers and documented gang members. The TF6 Policy board has been in discussion with the newly appointed Chief of the Bloomington Police Department regarding his department rejoining TF6. The TF6 policy board is hopeful that the Bloomington Police Department will be a member of TF6 as the Bloomington Police Department hires more officers to return to full staffing.

Marijuana use appears to be increasingly prevalent in the operational area of TF6 and indoor grow operations are becoming increasingly common. Indoor and outdoor marijuana grow operations create a dangerous work environment for officers who may be exposed to the associated chemicals and mold issues associated with these operations. During the calendar year of 2013, TF6 alone made 62 marijuana related arrests. During the calendar year of 2014, TF6 alone made 38 marijuana related arrests. On the Illinois State University campus, sales of marijuana are rampant and all areas of Illinois are experiencing an influx of "medical" marijuana from California and Colorado as evidenced by numerous postal packages interdicted, patrol seizures and TF6 investigative cases.

Intelligence information indicates the presence of "one pot" methamphetamine labs in the TF6 area. Extensive investigation and surveillance is required to locate and effectively identify methamphetamine labs and individuals involved in pseudoephedrine pill buying and methamphetamine cooking. Commonly they travel to several different pharmacies throughout a several county area to purchase pseudoephedrine pills. These investigations will put a burden on the manpower of TF6 and these cases usually reveal minimal assets to be seized.

TF6 currently has one agent clandestine lab certified. TF6 utilizes the Illinois State Police Meth Response Team for methamphetamine lab removal. TF6 continues to work with state and federal agencies on training new agents assigned to TF6 to conduct methamphetamine investigations.

To combat the importation and distribution of illegal drugs in Illinois, TF6 has stepped up its efforts by working with the ISP conducting criminal patrol details targeting drug smugglers utilizing the Interstate system, along with other

investigative strategies targeting mass transit. TF6 received additional training in mass transit interdiction to address drug traffickers utilizing buses, trains and commercial motor vehicles. TF6 developed a mass transit initiative to step up proactive activity in these areas to reduce the flow of illegal drugs.

In March of 2015, TF6 participated in a three day mass transit criminal interdiction detail in Bloomington/Normal metropolitan area, involving the Drug Enforcement Administration and Bloomington Police Department. As a result of this cooperative effort approximately \$75,000 of illegal drug money was seized.

TF6 strives to become financially self-sustaining, but currently relies upon federal funding for the continued operation of the unit. With all area police agencies experiencing budget cuts, it is now more important than ever, they depend on TF6 to handle covert narcotic investigations. As mentioned previously, narcotics enforcement would go virtually unchecked in the rural operational area of TF6 without a multi-agency enforcement unit available to combat illegal drugs to protect our citizens. TF6 utilizes Federal funds when available from the US Department of Justice, Domestic Cannabis Eradication / Suppression Program to offset cannabis grow investigations. Also, TF6 has established a two year operating fund reserve through the receipt of fines, along with federal and state forfeiture disbursements in anticipation of funding cuts to ensure TF6 is able to serve DeWitt and McLean Counties.

As a result of funding concerns for the MEGs and Task Forces, 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.

IV. PROGRAM STRATEGY

TF6 is a Promising Program. The data collected is not definite enough to be evidence based.

TF6 will provide covert pro-active drug enforcement, through information developed from confidential sources or intelligence information and using undercover investigative tactics to set up hand-to-hand purchases, in hopes of moving up the supply ladder in DeWitt and McLean Counties, which has a population of approximately 191,067 residents. TF6 remains the primary drug enforcement unit servicing Illinois State University which has an additional population of 21,000.

TF6 is going on its 33rd year in operation, which demonstrates the consistency and effectiveness of the overall success and impact to McLean and DeWitt counties. Throughout the years, some agencies have departed as they evolved

from the experience learned in TF6. Other agencies tried, but were unsuccessful, and now are exploring rejoining TF6.

TF6 recently lost the units most experienced Inspector who rotated back to this home agency's Criminal Investigation Division as a detective. The TF6 ISP Sergeant/field supervisor position and ISP Special Agent is currently vacant. Succession planning is currently being addressed by the Illinois State Police Zone 5 personnel. TF6 currently has two inspector vacancies. Paperwork has been initiated for inspector nomination, but the timeline for approval is approximately two months. TF6 hosts weekly meetings with the assistants of States Attorney's Office to ensure successful prosecution of narcotics cases. TF6 has maintained an excellent safety record since its inception and is due in large part to salaries, supplies and equipment funded with grant money from the Illinois Criminal Justice Authority. TF6 has been very successful in developing cases, documenting them, having them accepted for prosecution, and gaining convictions. Through July 14, 2015, nine months into the grant period, TF6 attained 322 hours of training, surpassing its goal of 200 hours of specialized training.

As the result of a TF6 indoor cannabis grow investigation, a search warrant was obtained and executed by TF6 agents. A search of the residence resulted in the seizure of 28 cannabis plants in various stages of growth, approximately 1,000 grams of processed cannabis, digital scales, packaging material, various grow equipment, and equipment to make Butane Honey Oil (BHO).

As the result of a TF6 drug investigation, a search warrant was obtained and executed by TF6 agents. Agents seized approximately 500 grams of cannabis, two cannabis plants, several containers of cannabis butter, butane honey oil (BHO), approximately 3 grams of cocaine, ecstasy pills, LSD tabs, assorted prescription pills, drug paraphernalia, packaging material, a heat sealer, and \$361 USC. TF6 agents also seized several items of evidence which are used to produce BHO. TF6 agents also discovered what appeared to be a homemade PVC pipe bomb. TF6 agents notified ATF of the discovering and described the physical description of the device. ATF advised TF6 to contact the Illinois Secretary of State Bomb Squad for examination and removal of the device. The SOS Bomb Squad responded to the scene, verified the device was an explosive, and transported the bomb to another location to render it safe.

The implementation and execution of the aforementioned goals will impact our communities not only through criminal arrests, but hopefully through prevention and awareness. TF6 has been and continues to work with both law enforcement and social agencies to address problems within each community. TF6 partners with these same groups to share costs to ensure public safety.

Table of goals, objectives, and performance measures

Goal	Objective	Performance measure
<p>#1. To combat illegal drug activity in rural communities.</p>	<p>1A. Conduct 40 proactive drug investigations targeting unlawful delivery of cannabis, cocaine, heroin, production of cannabis plants, production and distribution of methamphetamine/precursors. To combat the increase in availability of illegal drugs in the McLean/DeWitt counties area. To identify/arrest those unlawfully selling and/or possessing/producing illegal drugs.</p> <p>1B. Conduct 12 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.</p> <p>1C. Conduct 8 drug awareness presentations in rural communities.</p>	<p>1A The number of investigations conducted. This information will be collected by TF6 Agents conducting the details and reported to the TF6 Commander.</p> <p>1B The number of investigation conducted. This information will be collected by TF Agents conducting the details and reported to the TF6 Commander.</p> <p>1C. The number of drug awareness presentations conducted. This information will be collected by TF6 Agents conducting the presentations and reported to the TF6 Commander.</p>
<p>#2 To aggressively pursue the importation of drugs into or through the</p>	<p>2A. Conduct 8 proactive parcel package details in an effort to identify and arrest those persons bringing drugs into the area of TF6 via parcel shipments.</p>	<p>2A The number of proactive details conducted. This information will be collected by TF6 Agents conducting the details and reported to the TF6</p>

McLean/DeWitt county areas.		Commander.
#3 Enhance the effectiveness/professionalism of the work unit and overall expertise level by mandating advanced training in the area of narcotics enforcement.	3A. Provide 280 hours of goal specific training toward narcotic and cannabis investigations to address the cocaine and cannabis problem in the TF6 area.	3A. The number of training hours attended. This information will be collected by TF6 Agents attending the training and reported to the TF6 Commander.

C. Performance assessment:

As in past years, the activities of the Task Force will be overseen by the TF6 Policy Board consisting of the Sheriff or Chief (as the case may be) of each participating local unit of government and/or his or her designee and the Zone Commander of the Illinois State Police. The Policy Board will supervise and oversee the operation of the Task Force and make reports to the Authority if required. As provided in the Anti-Drug Abuse Act, the Policy Board will ensure that the operations are limited exclusively to enforcement of drug laws of this State, sister States, or the United States.

The TF6 Commander and Office Manager will be responsible for collecting all Task Force data and report it to the Illinois Criminal Justice Authority. The data will be collected on a monthly basis using the Case Management program and reported quarterly. The data will be compared to the Federal Grant's Goals and Objectives and will be measured by Performance Indicators. The data will be shared at the monthly meetings with the TF6 Policy Board, so they can measure the performance of their Inspectors assigned to the Task Force.

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

**Implementing Agency: County of McLean
Agreement #: 411320**

<u>SOURCE</u>			<u>AMOUNT</u>
Federal/State Amount:	JAG FFY 2011	Subtotal:	\$51,285
Match:	County of McLean	Subtotal:	\$17,095
Over Match:	County of McLean	Subtotal:	\$9,745
GRAND TOTAL			\$78,125

Federal State and Grants Unit
Updated April 17, 2013

Budget & Budget Narrative

County of McLean

Agreement#

411320

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal/ State Amount	Match Contribution	Total Cost
N/A						
					\$ -	
					\$ -	
	\$ -				\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
		Total FTE	0.00	\$ -	\$ -	\$ -
			Total Salary		\$ -	
		Fringe Benefits (Use figure from Fringe Benefit Worksheet)				
		TOTAL PERSONNEL SERVICES		\$ -		

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

Attached Budget Instructions)

is attached sheet for narrative.

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

* For Equipment Budgets over \$5000, the Authority must be notified prior to the disposal of any equipment.

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

COMMODITIES	Item	Cost / Month	# of Months	Federal/ State Amount	Match Contribution	Total Cost
	N/A	\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST						
				\$ -	\$ -	\$ -

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

TRAVEL	Com/Mile	# of Miles/mo	# of Months	Federal/State Amount	Match Contribution	Total Cost
N/A						
Program Staff Mileage**	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	\$ -			\$ -	\$ -	\$ -
PerDiem	\$ -			\$ -	\$ -	\$ -
Lodging	\$ -			\$ -	\$ -	\$ -
Other (Specify):	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

** State rate is calculated at \$.565/mile. If agency rate is lower use that lower rate.
 ** Out of State Travel requires prior Authority approval.

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

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal/State Amount	Match Contribution	Total Cost
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ -				\$ -	\$ -	\$ -
Rent	\$ 1,758.33				\$ 18,712.00	\$ 2,388.00	\$ 21,100.00
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Office Manager	\$ 25.21	\$ 25.21	173.33		\$ 32,573.00	\$ 24,452.00	\$ 57,025.00
	\$ -	\$ -			\$ -	\$ -	\$ -
	\$ -	\$ -			\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 51,285.00	\$ 26,840.00	\$ 78,125.00

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

See attached Budget Instructions

The **RENT** for the TF6 facility for 10 months is \$1,750/month (Oct-Jul) and the rent increases to \$1,800/month (Aug & Sep 2016) for a total annual cost of \$21,100 and will be applied as follows: (4,960 sq. ft. @ \$4,254/sq. ft. per year). The calculation is as follows: \$21,100 annual divided 4,960 square feet = \$4,254 per square foot. Federal amount \$18,712 and Match amount \$2,288.

The Office Manager for 12 months will be applied as follows: Office Manager will work 40 hours per week for 52 weeks/year for a total of 2,080 hours @ \$25.21/hr. = \$52,437. FICA 6.2% = \$3,251 Medicare 1.45% = \$760, and Unemployment 1.1% = \$577 for fringe benefits equaling \$4,588. Salary of \$52,437 and Fringe of \$4,588 = total salary of \$57,025. Federal amount \$32,573 and Match amount \$24,452.

	Federal/State Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 51,285.00	\$ 26,840.00	\$ 78,125.00
TOTAL COST	\$ 51,285.00	\$ 26,840.00	\$ 78,125.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 411320

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 (cell C-12 and E-12)

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)*	1.00
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 West Adams, Suite #200, Chicago, Illinois 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 #: 411320
Program Agency: Task Force 6
Program Title: Expanding Multi Jurisdictional Narcotics Unit Program

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

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

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

Name: Akil Smith
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

Effective 05/03



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 sub-recipients 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 406177. Check if the State has elected to complete OJP Form 406177.

**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: Task Force 6, P.O. Box 1511, Bloomington, IL 61702-1511

411320 Expanding Multi-Jurisdictional Narcotics Unit

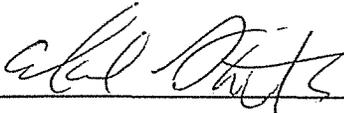
46-1812309

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

Akil Smith, Commander

4. Typed Name and Title of Authorized Representative



7-15-15

5. Signature

6. Date

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ARRA JAG, JABG, JAG, NCHIP, NFSIA, PSN, RSAT, VAWA, VAWA SASP, VOCA, Other (Specify)

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

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

Contact Person: Akil Smith, Task Force 6 Commander

Telephone #: 309/452-9961

Fax #: 309/452-9981

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

Grant Number/Contract Name: 411320 Expanding Multi-Jurisdictional Narcotics Unit Program

Certification Statement:

I, Akil Smith [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]

TASK FORCE 6 COMMANDER

[Title]

7/15/15

[Date]



ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY

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

Trust Fund Certification

Grant #: 411320

Implementing agency: McLean, County of

Program title: Expanding Multi-Jurisdictional Narcotics Unit

Please select one option:

- A. A trust fund IS established for the advanced JAG grant funds and there are accounting systems in place to prevent the co-mingling of funds.
- B. A trust fund is NOT established for receiving advanced JAG funds. We understand that the program can only receive JAG funds on a reimbursement basis. We understand that if we wish to obtain advanced JAG funds a trust fund is necessary and a new certification will be completed to update ICJIA of the status change.

Certification *(to be completed by the implementing agency's Financial Officer)*

I certify that this is a true and accurate report.

Official signature:

Title: Task Force 6 Commander

Date: 07/15/15

Members Rankin/Metsker moved the County Board approve a Request for Approval of Task Force 6 Grant: Expanding Multi-Jurisdictional Narcotics Units - Sheriff. Clerk Michael shows all members in favor of the motion. Motion carried.

Member Rankin, presented the following:

McLEAN COUNTY – GRANT INFORMATION FORM
GRANT 411320

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: 10/1/2015 End: 09/30/2016
<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: Four disbursements will be received as “reimbursements” following the submission of the quarterly reports	
<u>Grant Amount:</u> <div style="text-align: right;">\$51,285.00</div>	<u>Source of Matching Funds (if applicable):</u> TASK FORCE 6 OPERATING FUNDS	
<u>Match Amount (if applicable):</u> Required Match : \$17,095.00 Overmatch: \$ 9,745.00	<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<u>Grant Total Amount:</u> \$78,125.00	Will it be likely to obtain this grant again next FY? <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" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="2">Grant Expense Chart</th> </tr> <tr> <th style="width: 70%;">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>\$52,436.80</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td>\$ 4,588.20</td> </tr> <tr> <td>Total Personnel Cost</td> <td>\$57,025.00</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 (TF6 rent)</td> <td>\$ 21,100.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td>\$ 78,125.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td>\$ 78,125.00</td> </tr> </tbody> </table> <p style="font-size: small; margin-top: 5px;"><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1	Personnel Cost	\$52,436.80	Fringe Benefit Cost	\$ 4,588.20	Total Personnel Cost	\$57,025.00	Additional Expenses		Subcontractors	\$	Equipment	\$	Other (TF6 rent)	\$ 21,100.00	Total Additional Expenses	\$ 78,125.00	GRANT TOTAL	\$ 78,125.00	<u>Description of equipment to be purchased:</u> NOT APPLICABLE
Grant Expense Chart																									
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<u>Description of subcontracting costs:</u> NOT APPLICABLE																									
<u>Other requirements or obligations:</u> \$78,125.00 CONTRACTUAL & RENT \$78,125.00																									

Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature (Sheriff Sandage)

Date

Grant Administrator/Coordinator Signature (Matt Sorensen)

Date

OVERSIGHT COMMITTEE APPROVAL

CIVIL RIGHTS COMPLIANCE CERTIFICATION
(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ARRA JAG, JABG, JAG, NCHIP, NFSIA, PSN, RSAT, VAWA, VAWA SASP, VOCA, Other (Specify)

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

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

Grant Number/Contract Name: 411320 Expanding Multi-Jurisdictional Narcotics Unit Program

Certification Statement:

I, Matt Sorensen [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]

McLean County Board Chairman

[Date]

INDEPENDENT AUDIT INFORMATION SHEET

The Inspection and Audit section of your interagency agreement with the Illinois Criminal Justice Information Authority requires compliance with Office of Management and Budget revised Circular A-133. Audit requirements under revised Circular A-133 vary based on the level of federal funding an organization expends in a year:

- *Non-Federal entities that expend \$750,000 or more in a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) shall have a single or program-specific audit conducted for that year.*
- *Non-Federal entities that expend less than \$750,000 a year in Federal awards from all Federal sources combined (i.e. DOJ, HUD, HHS, etc.) are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).*

Please provide the following information regarding your agency's compliance with Circular A-133 and 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 grant specialist at (312) 793-8550.

AGENCY INFORMATION

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 program activities. An organization can be both the Implementing Agency and the Program Agency. Audit requirements apply to the Implementing Agency.

Implementing Agency: McLean, County of
Implementing Agency's FEIN #: 37-6001569 Agreement #: 411320
Program Agency: State Police, Illinois State of (dba TASK FORCE 6)
Program Title: Expanding Multi-Jurisdictional Narcotics Unit
Program Period of Performance: 10/1/15 – 9/30/16

CONTINUE ON BACK SIDE

AUDIT REQUIREMENTS (PLEASE CHECK APPROPRIATE BOX)

- The above implementing agency will expend less than \$750,000 in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is exempt from audit requirements according to Circular A-133.

- The above implementing agency will expend \$750,000 or more in Federal awards from all Federal sources combined during the fiscal year(s) covering the above program period and is required to have a single or program-specific audit according to Circular A-133.

FISCAL YEAR INFORMATION

Implementing Agency's fiscal year: January - December
Dates covered by last independent audit: January 1, 2014 – December 31, 2014
Date last independent audit completed: May 15, 2015
Dates to be covered by next independent audit: January 1, 2015 – December 31, 2015
Expected completion date for next independent audit: May 2016

Staff person who can answer questions regarding the Implementing Agency's independent audits:

Name: Michelle L. Anderson
Title: McLean County Auditor Agency McLean, County of
Phone: 309/888-5148 Fax: 309/888-5209

CERTIFICATION

I certify that this is a true and accurate report.

Prepared by: _____
(Authorized Fiscal Representative)

Date: _____

COVER PAGE

PROGRAM TITLE:	Expanding Multi-Jurisdictional Narcotics Unit
AGREEMENT NUMBER:	411320
PREVIOUS AGREEMENT NUMBER(S):	411220, 410020, 411020, 409020, 809120, 407020, 406020, 405220, 405020, 404020
ESTIMATED START DATE:	October 1, 2015
SOURCES OF PROGRAM FUNDING:	
<i>Funds:</i> JAG FFY 2011	\$ 51,285.00
<i>Matching Funds:</i> County of McLean	\$ 17,095.00
<i>Over-Matching Funds:</i> County of McLean	\$ 9,745.00
Total:	\$ 78,125.00
IMPLEMENTING AGENCY'S NAME:	MCLEAN, COUNTY OF
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	115 E. Washington St., Room 401 Bloomington, IL 61701-4089
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	Chairman
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
IMPLEMENTING AGENCY'S DUNS NUMBER:	057428943
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	03/29/2016
IMPLEMENTING AGENCY'S CAGE CODE:	62SR1
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	Treasurer
TELEPHONE:	309-888-5180
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	STATE POLICE, ILLINOIS STATE OF (dba Task Force 6)
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. Akil Smith
TITLE:	Task Force 6 Commander
PROGRAM AGENCY'S DUNS NUMBER:	792521630
PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	04/05/2016
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:	Jered Shofner
TITLE:	Sheriff, DeWitt County Sheriff's Office
TELEPHONE:	217-935-6718)
FAX:	217-935-3606
E-MAIL:	jshofner@dewittcountyill.com
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.:	Bloomington IL 61701-5005
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
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

INTERAGENCY AGREEMENT

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

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean, hereinafter referred to as the "Implementing Agency," with its principal offices at 115 E. Washington St., Room 101 Bloomington, IL 61701-4089, for implementation of the Expanding Multi-Jurisdictional Narcotics Unit Program.

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

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

WHEREAS, pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program the Authority, names the following purpose areas as the focus of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for federal fiscal year 2011:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs.

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Last Updated on July 9, 2014
Federal and State Grants Unit

The period of performance of this agreement shall be from October 1, 2015 through September 30, 2016.

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, quarterly payments will be made to the Implementing Agency, in accordance with Section 57 of this agreement. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request, if the Implementing Agency has a Trust Fund Account pursuant to Section 57 of this agreement. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$51,285 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

SECTION 5. MATCH

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

SECTION 6. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 7. EXHIBITS

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

SECTION 8. NON-SUPPLANTATION

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

SECTION 9. OBLIGATIONAL LIMITATION

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

SECTION 10. PROGRAM INCOME

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

SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

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

of each month following the previous quarter:

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

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

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

SECTION 12. MAINTENANCE OF RECORDS

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

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

SECTION 13. INSPECTION AND AUDIT

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

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

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

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

SECTION 14. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

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

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

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

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

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the Implementing Agency shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

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

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SECTION 16. ASSIGNMENT

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

SECTION 17. SUBCONTRACTING

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

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

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

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

SECTION 18. INDEPENDENT CONTRACTOR

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

SECTION 19. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the

Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

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

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

SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. Furthermore, any information technology system founded or supported by grant or match funds with comply with 28 C.F.R. Part 23. If the Authority determines that 28 C.F.R. Part 23 is applicable, the Authority at its discretion may perform an audit to ensure system is in compliance, fines may apply for violations.

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

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

SECTION 21. INFORMATION SHARING

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

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal, Common, Justice*, etc.) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an

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instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.

2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
5. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

SECTION 22. CONFLICT OF INTEREST

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

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

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

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

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment

Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

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

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

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

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

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

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).

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- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

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

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

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency

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must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

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

The Implementing Agency understand and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement.

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

SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PLAN

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the Implementing Agency is in compliance.

SECTION 26. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this

agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

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

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;

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- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

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

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

SECTION 27. CONFIDENTIALITY OF INFORMATION

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

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

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

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

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

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local

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government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 29. CERTIFICATION REGARDING LOBBYING.

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

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

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a

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

SECTION 32. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 33. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 34. DISPOSITION REPORTING

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

SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

SECTION 36. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 37. COPYRIGHTS, PATENTS

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

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

SECTION 38. PUBLICATIONS

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2011-DJ-BX-2214, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: COUNTY OF MCLEAN

Taxpayer Identification Number:

Employer Identification Number 37-6001569

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

Legal Status (check one):

_____ Individual

_____ Nonresident Alien

_____ Sole Proprietorship

_____ Tax Exempt

_____ Partnership/Legal Corporation

_____ Pharmacy/Funeral Home/Cemetery (Corp.)

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_____ Corporation providing or billing medical and/or healthcare services
_____ Corporation NOT providing or billing medical and or healthcare services
X_____ Government
_____ Pharmacy (non-corporate)
_____ Estate or Trust
_____ Non-profit Corporation/ Tax Exempt
_____ Non-profit Corporation/ Non-Tax Exempt
_____ Other (Specify) _____

Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status from within the last 5 years. In addition, the Implementing Agency shall supply a signed copy of the Local Government Waiver.

SECTION 40. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.738 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2011) Grant Program 2011-DJ-BX-2214. Grant Award Year: Federal Fiscal Year 2011

SECTION 41. TRANSPARENCY ACT COMPLIANCE

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

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

Implementing Agency's DUNS Number: _____ 057428943 _____

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: _____ 3/29/2016 _____

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: _____ 62SR1 _____

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

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 42. ACKNOWLEDGMENT AND AGREEMENT FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

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

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

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose of any chemicals, equipment and wastes used in or resulting from the operations of the clandestine methamphetamine laboratory, in connection with this program

SECTION 43. REQUIRED ACTIVITIES FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

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

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.

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

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab

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activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

SECTION 44. LEGAL COMPLIANCE FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

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

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

SECTION 45. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

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

SECTION 46. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged

covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 47. SEVERABILITY

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

SECTION 48. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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

SECTION 49. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

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

SECTION 50. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 51. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington, D.C. 20530

E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

Website: <http://www.usdoj.gov/oig/>

SECTION 52. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 53. PROHIBITED USE OF FEDERAL FUNDS

The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of the Authority.

SECTION 54. TEXT-MESSAGING WHILE DRIVING

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

SECTION 55. PROTECTION OF HUMAN RESEARCH SUBJECTS/CONFIDENTIALITY

The Implementing Agency shall establish and operate under procedures which minimally adhere to federal regulations regarding the protection of human subjects (45 CFR Part 46 and 28 CFR Part 46), and federal requirements governing the confidentiality of identifiable research (28 CFR Part 22). The Implementing Agency will engage in all necessary activities to ensure that the study design is in compliance with generally accepted principles and standards regarding the use of human subjects in social science research. If an Institutional Review Board (IRB) is necessary for this project, then the Implementing Agency must deliver to the Authority a copy of the accepted application, including signed approval from the IRB, prior to conducting components of the study governed by the IRB.

In addition, the Implementing Agency may be required to submit the project proposal to the Authority for review and approval by the Authority's Institutional Review Board prior to the initiation of data collection. The Implementing Agency may be required to modify procedures specified in the project proposal if the Authority's Institutional Review Board determines that protections to human research subjects should be increased. The Implementing Agency has the responsibility of complying with the governing IRB rules and regulations. The Implementing Agency

has the responsibility of maintaining IRB approval in the event of an extension or change in project scope and forwarding copies of such approvals to Authority.

SECTION 56. PRIVACY CERTIFICATE

The Implementing Agency shall comply with the confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22. The Implementing Agency shall submit a Privacy Certificate that is in accordance with the requirements of 27 C.F.R. Part 22.23.

SECTION 57. TRUST FUND ACCOUNT

The Implementing Agency agrees to establish a trust fund account to be used solely for this agreement. The trust fund may or may not be an interest-bearing account. The funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Byrne/JAG grant program. The Implementing Agency also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Authority no later than 45 days after the end of the grant period.

Any funds received by the Implementing Agency, under this agreement, shall be deposited into the trust fund within ten (10) days of receipt of the funds.

If the Implementing Agency does not establish a trust fund account in accordance with this section, grant funds will be dispersed to the Implementing Agency on a reimbursement basis only. If the Implementing Agency requests payments on a reimbursement basis, the Implementing Agency may submit reports monthly to be reimbursed on a monthly basis.

SECTION 57.5 SPECIAL CONDITIONS – LAW ENFORCEMENT TASK FORCE

The Implementing Agency shall have the Metropolitan Enforcement Group (MEG) or Task Force commander complete the Bureau of Justice Assistance (BJA) approved online task force training (<https://www.ctfli.org>).

This training must be complete within 120 days of the start of the Period of Performance listed in Section 2 for all new MEG or Task Force members. Existing MEG or Task Force members must complete this training every four years. Upon completion the MEG or Task Force Commander shall provide documentation to the Authority verifying completion. Failure to complete training within the 120 days may result in the freezing of funds.

SECTION 58. 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:

John Maki
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 #411320 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 #411320, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Matt Sorenson
Chairman
County of McLean

Date



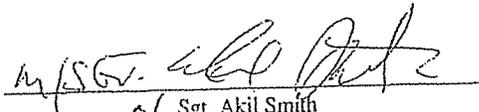
I, Rebecca McNeil, Treasurer, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #411320 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #411320 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Rebecca McNeil
Treasurer
County of McLean

Date



I, Sgt Akil Smith, Commander, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #411320 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 #411320 and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.



Sgt. Akil Smith
Interim Commander
Task Force Six

7/27/15
Date

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Members Rankin/Metsker moved the County Board Request approval of Task Force 6 Grant: Expanding Multi-Jurisdictional Narcotics Units Sheriff. Clerk Michael shows all members present voting in favor of the motion. Motion carried.

Member Rankin, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2014
Combined Annual Appropriation and Budget Ordinance
Fund 0001 General Fund
Court Services Department 0022-0093

WHEREAS, the McLean County Board, on November 18, 2014, 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 2015 Fiscal Year beginning January 1, 2015 and ending December 31, 2015; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; including sub-department 0093; Adult Treatment SAMHSA;

WHEREAS, the Court Services Department 0022 requests the transfer of \$37,000.00 in line 0503.0001 to line 0706.0001 as the funding anticipated for salaries is less than expected, and the need for services to clients has increased;

WHEREAS, the Justice Committee, on Tuesday, August 4, approved and recommended to the County Board the aforementioned transfer in the 2015 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0093, the following appropriation:

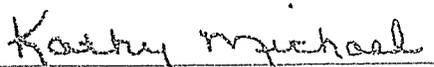
	<u>ADOPTED BUDGET</u>	<u>(SUBTRACT) ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0093-0503-0001 Full Time Employee Salary	\$ 57,665.00	(\$37,000.00)	\$20,655.00
0001-0022-0093-0706-0001 Contract Services	\$184,395.00	\$37,000.00	\$221,395.00

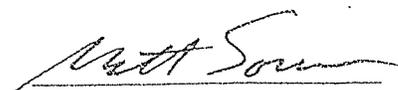
2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

ADOPTED by the County Board of McLean County this 18th day of August, 2015.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members Rankin/Harris moved the County Board approve a Request for Approval for an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2015 Budget Ordinance, Fund 0001, General Fund, Department 0022-0093 - Court Services. Clerk Michael shows all members in favor of the motion. Motion carried.

Member Owens, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2015
Combined Annual Appropriation and Budget Ordinance

WHEREAS, the McLean County Board, on November 18, 2014, 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 2015 Fiscal Year beginning January 1, 2015 and ending December 31, 2015; and.

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County General Fund 0001 and McLean County Clerk/Recording Division 0005-0008 and,

WHEREAS, the Finance Committee at its regular meeting on August 5, 2015, 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 McLean County General Fund 0001, County Clerk 0005, Recording Division 0008, the following appropriation:

		<u>ADOPTED</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED</u>
Full-time Salaries				
0001-0005-0008 0503-0001	\$	152,939	\$ (4,750)	\$ 148,189
Occasional/Seasonal Emp.				
0001-0005-0008 0516.0001	\$	-0-	\$ 4,750	\$ 4,750

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

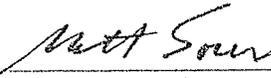
ADOPTED by the McLean County Board the 18th day of August 2015.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Members Owens/Segobiano moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2015 Combined Annual Appropriation and Budget Ordinance for Fund 0001, County Clerk 0005, Recording Division 0008 - County Clerk. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, presented the following:

Contract for
Animal Control Warden Services

This CONTRACT for Animal Control Warden Services made this 1st day of April, 2015, by and between the McLean County, a body politic located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and the Town of Normal, a municipal corporation located in the State of Illinois, County of McLean (hereinafter called "TOWN").

WHEREAS, there is a need for animal control services twenty-four (24) hours per day within the corporate limits of the TOWN; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as directed by the City Manager or representative of the Normal Police Department, from within the corporate limits of the TOWN upon request of the TOWN; and,

WHEREAS, there is a need to remove dead animals within the corporate limits of the TOWN upon the request of the TOWN; and,

WHEREAS, there is a need to remove wild animals from within the corporate limits of the TOWN, in situations where there is a potential rabies hazard, upon request from the TOWN; and,

WHEREAS, the COUNTY has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the COUNTY, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and all County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the COUNTY wishes to provide such services to the TOWN through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter into this Agreement for the period April 1, 2015 through March 31, 2016 as follows:
 - A. The COUNTY agrees to provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the TOWN, within a reasonable period of time.
 - B. The COUNTY agrees to provide removal of stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment as directed by the City Manager or representative of the Normal Police Department, from within the corporate limits of the TOWN, upon request of the TOWN.

- C. The COUNTY agrees to provide removal of dead animals from public right of way within the corporate limits of the TOWN and removal of dead dogs and cats from private property within the corporate limits of the TOWN when an owner is unknown, providing the TOWN provides a disposal site for said carcasses.
 - D. The COUNTY agrees that its Animal Control Wardens will remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for removal.
 - E. The COUNTY agrees to collect and remit to the TOWN all release fees associated with owner reclamation of impounded animals in accordance with agreement with the TOWN.
2. During the period specified by this agreement, the TOWN agrees to pay the COUNTY for services specified in paragraphs A, B, C, D, and in Section 1, forty eight thousand nine hundred seventy-two dollars (\$48,972) per year, payable as follows:
 - A. Beginning April 1, 2015 the monthly payment will be four thousand eighty-one dollars (\$4,081) and continue throughout the term of this agreement.
 3. COUNTY agrees to authorize and make reasonable efforts to maintain at least one (1) full-time (37.50 hours per week work period) Animal Control Warden.
 4. COUNTY agrees to provide the TOWN written evidence, in a manner acceptable to the TOWN, detailing the hours expended by its Animal Control Warden pursuant to this agreement.
 5. 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 resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of 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.
 6. The TOWN will indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the TOWN, its employees and/or its agents which arise out of the performance of 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.
 7. This agreement may be terminated for any of the following reasons:
 - A. At the request of the TOWN, upon ninety (90) days written notice.

B. At the request of the COUNTY, upon ninety (90) days written notice.

8. In the event this agreement is terminated prior to its expiration, then the TOWN agrees to pay the COUNTY for any services outstanding rendered by the COUNTY.
9. It is understood that the terms of this agreement include all of the agreements made by the COUNTY and the TOWN without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that changes shall be made in writing and agreed to by both parties.
10. If any provisions of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect in all other circumstances. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
11. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the TOWN, which consent shall be solely within the discretion of the TOWN and may be withheld for any reason.
12. Any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.
13. Notwithstanding early termination or expiration of this agreement, the COUNTY and the TOWN agree to assume and continue all of their obligations described in paragraphs #5 and #6 above for any and all claims arising or made during the life of this agreement.

TOWN OF NORMAL, A Municipal Corporation

By Christopher Koos Date 7/22/15
Chris Koos, Mayor

ATTEST:

By Wendell J. Bragg Date 7/22/15
Clerk, Town of Normal

McLEAN COUNTY

By Matt Sorensen Date August 18, 2015
Matt Sorensen, Chairman

Members Owens/Cavallini moved the County Board approve the Animal Control Center Agreement between McLean County and the Town of Normal. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, presented the following:

ANIMAL CONTROL CENTER
AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of April, 2015 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois, hereinafter referred to as the COUNTY, and the TOWN OF NORMAL, a Municipal Corporation located in the State of Illinois, hereafter referred to as the TOWN.

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Warden, any authorized representative of the COUNTY or any other authorized representative of the TOWN; and,

WHEREAS the TOWN wishes to contract for prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services and will permit a Warden or authorized representative of the COUNTY 24-hour, seven days per week access to the McLean County Animal Control Center for the TOWN; and,

WHEREAS the COUNTY wishes to provide such services to the TOWN through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the TOWN as follows:

1. The parties enter into this AGREEMENT for the period April 1, 2015 through March 31, 2016.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the TOWN; b) dogs and cats seized by TOWN law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of TOWN MUNICIPAL and CRIMINAL codes and, d) dogs and cats summarily seized by TOWN law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the TOWN in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming dogs and cats placed in the Animal Control Center by an authorized representative of the TOWN and providing within the Shelter information and education materials to residents of the TOWN concerning ordinances prohibiting dogs and cats from running at large.
4. The TOWN agrees to pay to the COUNTY for such services one thousand five hundred thirteen dollars (\$1,513) per month, for a total of eighteen thousand one

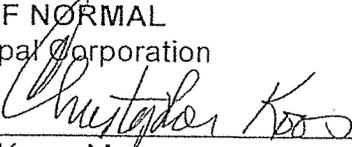
hundred fifty six dollars (\$18,156), while this AGREEMENT is in effect.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the TOWN to the COUNTY (payable to the McLean County Animal Control) monthly no later than the 15th day of each month.
6. 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 resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of 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.
7. The TOWN will indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the TOWN, its employees and/or its agents which arise out of the performance of 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.
8. All stray or straying dogs and cats placed in the Animal Control Center by a representative of the TOWN pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The TOWN agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the TOWN on the condition that there is sufficient space available to house the animal and that the TOWN agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations in addition to the reclamation/release fee of the TOWN.
9. This AGREEMENT may be terminated at the request of the TOWN or of the COUNTY upon ninety (90) days written notice being provided by either party to the other.
10. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the TOWN without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.
11. If any provision of this agreement shall be held invalid or unenforceable, the remainder of this agreement shall nevertheless remain in full force and effect in all other circumstances. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in

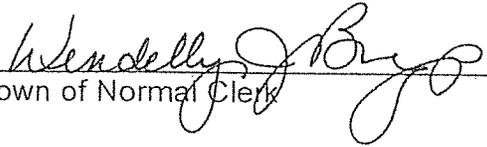
full force and effect in all other situations or circumstances.

12. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the TOWN, which consent shall be solely within the discretion of the TOWN and may be withheld for any reason.
13. Notwithstanding early termination or expiration of this agreement, the COUNTY and the TOWN agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

TOWN OF NORMAL
a Municipal Corporation

By  Date: 7/22/15
Chris Koos, Mayor

ATTEST:

By  Date: 7/22/15
Town of Normal Clerk

McLEAN COUNTY

By  Date: August 18, 2015
Matt Sorensen, Chairman

Members Owens/Cavallini moved the County Board approve the Animal Control Center Agreement between McLean County and the Town of Normal. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

ADM/ANC/NORMAL15 ACC-dv

Member Owens, presented the following:

ANIMAL CONTROL CENTER AGREEMENT

This AGREEMENT for Animal Control Center Services is made this 1st day of May, 2015 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and the City of Bloomington, a Municipal Corporation located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS there is a need to provide prompt and quality shelter for stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment that are picked up by a McLean County Animal Control Warden or any other authorized representative of the COUNTY or any other authorized representative of the MUNICIPALITY; and,

WHEREAS the MUNICIPALITY wishes to contract for prompt and quality shelter for stray or straying dogs and dogs and cats subject to impoundment that are picked up within its jurisdictional boundaries; and,

WHEREAS the COUNTY has the capacity to provide such services and will permit 24-hour, seven days per week access to the McLean County Animal Control Center; and,

WHEREAS the COUNTY wishes to provide such services to the MUNICIPALITY through this AGREEMENT,

IT IS, THEREFORE, AGREED by and between the COUNTY and the MUNICIPALITY as follows:

1. The parties enter into this AGREEMENT for the period May 1, 2015 through April 30, 2016.
2. The COUNTY agrees to provide shelter to: a) stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment placed in the Animal Control Center by any authorized representative of the MUNICIPALITY; b) dogs and cats seized by MUNICIPALITY law enforcement officers in the course of executing warrants for the arrest of the owners or persons having custody of any such dogs and cats; c) dogs and cats seized pursuant to warrants issued for the enforcement of MUNICIPALITY and CRIMINAL CODES; and, d) dogs and cats summarily seized by MUNICIPALITY law enforcement officers for failure to vaccinate for rabies and/or failure to register a dog or cat.
3. The COUNTY agrees to assist the MUNICIPALITY in enforcing its municipal ordinances through any or all of the following: collecting reclamation/release fees, reporting the names and addresses of persons reclaiming animals placed in the Animal Control Center by an authorized representative of the MUNICIPALITY and providing within the Animal Control Center information and education materials to residents of the MUNICIPALITY concerning ordinances prohibiting dogs and cats from running at large.
4. The MUNICIPALITY agrees to pay to the COUNTY for such services thirty-six

thousand two hundred fifty-five dollars (\$36,255) per year, payable in monthly installments of three thousand twenty-one dollars (\$3,021), beginning May 1, 2015 and continuing throughout the term of this AGREEMENT.

5. Payments for services rendered pursuant to this AGREEMENT will be made by the MUNICIPALITY to the COUNTY (payable to McLean County Animal Control) monthly no later than the 15th day of each month.
6. The COUNTY shall indemnify and hold the MUNICIPALITY harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of 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.
7. The MUNICIPALITY shall indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of 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.
8. All stray or straying dogs and cats, and all dogs and cats subject to impoundment placed in the Animal Control Center by a representative of the MUNICIPALITY pursuant to the terms of this Agreement shall be subject to all of the ordinances, rules and regulations of the County of McLean, including but not limited to any and all statutes, ordinances and regulations relating to the release, quarantine, adoption and disposal of animals. The MUNICIPALITY agrees that the COUNTY shall have no obligation to hold animals any longer than required by law; provided however the COUNTY will hold an animal longer at the request of the MUNICIPALITY on the condition that there is sufficient space available to house the animal and that the MUNICIPALITY agrees to pay all fees for boarding the animal for any additional days. The persons reclaiming such dog(s) or cat(s) shall be required to first pay all such reclaim, boarding, registration, veterinarian costs and all applicable fees associated with such ordinances, rules and regulations due to the COUNTY in addition to the reclamation/release fee of the MUNICIPALITY.
9. This AGREEMENT may be terminated at the request of the MUNICIPALITY or of the COUNTY upon ninety days written notice being provided by either party to the other.
10. It is understood that the terms of this AGREEMENT include all of the agreements made by the COUNTY and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes must be agreed to by both parties in writing.

11. If any provision of this AGREEMENT shall be held invalid or unenforceable the remainder of the AGREEMENT shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular situations or circumstances, it shall nevertheless remain in full force and effect in all other situations or circumstances.
12. This agreement may not be assigned in whole or in part nor duties delegated without the written consent of the MUNICIPALITY, which consent shall be solely within the discretion of the MUNICIPALITY and may be withheld for any reason.
13. Notwithstanding early termination or expiration of this agreement, the COUNTY and the MUNICIPALITY agree to assume and continue all of their obligations described in paragraphs #6 and #7 above for any and all claims arising or made during the life of this agreement.

CITY OF BLOOMINGTON
Municipal Corporation,

By 
Tari Renner, Mayor

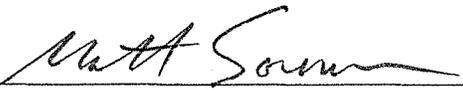
Date: 7/29/2015

ATTEST:

By 
Cherry Lawson, Bloomington City Clerk

Date: 7/29/15

McLEAN COUNTY

By 
Matt Sorensen, Chairman

Date: August 18, 2015

Member Owens, presented the following:

AGREEMENT
FOR
ANIMAL CONTROL WARDEN SERVICES

This AGREEMENT for Animal Control Warden Service made this 1st day of May, 2015 by and between the COUNTY OF MCLEAN, a body politic, located in the City of Bloomington, Illinois (hereinafter called "COUNTY"), and the City of Bloomington, a Municipal Corporation, located in the State of Illinois, County of McLean (hereafter called "MUNICIPALITY").

WHEREAS, there is a need to respond to citizen and police requests for animal control services twenty-four hours (24) per day within the corporate limits of the MUNICIPALITY; and,

WHEREAS, there is a need to remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove dead animals from within public areas of the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY; and,

WHEREAS, there is a need to remove wild animals from residential areas in situations where there is a potential rabies hazard, upon request from the MUNICIPALITY during these time periods; and,

WHEREAS, the COUNTY has the capacity to provide such services through its Animal Control Wardens; and,

WHEREAS, the COUNTY, has been designated as the supervising and administrative agent to administer and oversee animal control functions as defined in the Illinois Animal Control Act and County ordinances enacted attendant thereto by the County of McLean; and,

WHEREAS, the COUNTY wishes to provide such services to the MUNICIPALITY through its Animal Control Wardens;

IT IS THEREFORE AGREED AS FOLLOWS:

1. That parties enter this AGREEMENT for the period May 1, 2015 through April 30, 2016.
2. That the COUNTY agrees as follows:
 - A. To provide contracted animal control services, twenty-four (24) hours per day within the corporate limits of the MUNICIPALITY, within a reasonable period of time;
 - B. To remove stray or straying dogs and cats, and dogs and cats otherwise subject to impoundment, from within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY twenty-four (24) hours per day within a reasonable period of time;
 - C. To remove dead animals from public right of way within the corporate limits of the MUNICIPALITY upon the request of the MUNICIPALITY, and removal of dead dogs

and cats from private property within the corporate limits of the MUNICIPALITY when an owner is unknown, twenty-four (24) hours per day within a reasonable period of time providing the MUNICIPALITY provides a disposal site for said carcasses. When any dead animal, except a dog or cat with no known owner, shall be found on any private land in the MUNICIPALITY it shall be the responsibility of the person owning or occupying such land to remove or arrange for the removal of said dead animal. The MUNICIPALITY may request removal of a dead animal found on private property in the event a property owner does not comply with removing the dead animal within a reasonable amount of time, providing the Animal Control Program has the wherewithal to provide services for the removal request.

- D. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be impounded pursuant to an arrest of the owners or person having custody of such dog(s) or cat(s) for enforcement of MUNICIPAL and CRIMINAL codes, other than Section 2 paragraph E and Section 3 paragraph B, providing the Animal Control Program has the wherewithal to provide services for the removal request. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.
- E. To assist the MUNICIPALITY to take custody of dogs and cats authorized to be seized pursuant to warrants issued for enforcement of MUNICIPAL and or CRIMINAL CODES, and dogs and cats seized in the course of executing warrants for the arrest of the owners or persons having custody of such dogs and cats, which assistance shall be subject to the terms of Section 3 paragraph B. Dogs and cats impounded pursuant to an arrest shall be held 7 business days pending reclaim by an owner. Animals impounded for a 10-day bite quarantine must be reclaimed within 5 business days from the date the quarantine ends. If not reclaimed, the animal(s) shall become the property of McLean County Animal Control.
- F. To remove nuisance wild animals from residential areas only when said animal has entered an actual living space of a dwelling or if the potential of exposure to rabies is increased due to high levels of interaction with said animal, upon request from the MUNICIPALITY twenty-four (24) hours day within the corporate limits of the MUNICIPALITY within a reasonable period of time. Notwithstanding the foregoing, nuisance wildlife identified in Section 525 of the Illinois Administrative Code, not posing an eminent potential of rabies exposure, shall be removed by a licensed trapper or referred to the Department of Natural Resources for wildlife removal;
- G. To continue to collect and remit to the MUNICIPALITY all release fees associated with owner reclamation of impounded animals in accordance with Chapter 8, Section 53 of the MUNICIPALITY'S ordinance governing animal and fowls;
- H. To provide the MUNICIPALITY written evidence, in a manner acceptable to the MUNICIPALITY, detailing the hours expended by its Animal Control Wardens pursuant to this Agreement;
- I. To indemnify and hold the MUNICIPALITY harmless from all causes of action, whether

judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent act performed by the COUNTY, its employees and/or its agents which arise out of the performance of 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.

3. That the MUNICIPALITY agrees as follows:

- A. To pay the COUNTY for such services One hundred three thousand four hundred forty dollars (\$103,440), payable as follows: Eight thousand six hundred twenty dollars (\$8,620) monthly beginning May 1, 2015, and continuing throughout the term of this agreement for the services described in paragraphs A, B, C, E, F, G, H and I of Section 2;
- B. To pay the COUNTY forty five (\$45.00) dollars per hour per Warden for the services specified in paragraph E in Section 2, The MUNICIPALITY understands and agrees that the COUNTY shall not be obligated to provide such services and that any agreement to do so shall be dependent on the availability of staff and capacity at the Animal Control Center. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after the execution of a warrant as provided in Section 2 paragraph E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. The MUNICIPALITY shall give the notice in writing at the time of the arrest, execution of the warrant or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the COUNTY;
- C. The MUNICIPALITY shall be responsible for notifying the owners or persons who had custody of any dog or cat taken to the Animal Control Center after their arrest as provided in Section 2 paragraph D and E that the dog or cat has been taken to the Animal Control Center, the procedures and cost for reclaiming such dog or cat and the consequences for failing to do so. Notice shall be given in writing at the time of the arrest or within twenty-four (24) hours of the dog or cat being taken to the Animal Control Center and shall be on forms approved by the COUNTY;
- D. To indemnify and hold harmless the COUNTY from all causes of action, whether judicial or administrative, and the costs of defending any such actions resulting from any intentional or negligent acts performed by the MUNICIPALITY, its employees and/or its agents which arise out of the performance of 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;
- E. To have the right to assign tasks to Animal Control Wardens pursuant to this agreement; however, supervision and the means by which tasks are accomplished shall be the responsibility of the COUNTY.

4. That the COUNTY and the MUNICIPALITY agree as follows:

- A. That this agreement may be terminated for any of the following reasons:

- i. At the request of the MUNICIPALITY upon ninety (90) days written notice.
 - ii. At the request of the COUNTY upon ninety (90) days written notice.
- B. That in the event this Agreement is terminated prior to its expiration, then the MUNICIPALITY agrees to pay the COUNTY for any services outstanding rendered by the COUNTY.
 - C. That this Agreement includes all of the agreements made by the COUNTY and the MUNICIPALITY without regard to any oral conversations which may have taken place prior to execution or subsequent thereto and that any changes shall be made in writing and agreed to by both parties.
 - D. That if any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to a particular circumstance, it shall nevertheless remain in full force and effect in all other circumstances.
 - E. That any issues pertaining to the sheltering of animals shall come under the Inter-Governmental Agreement for Animal Control Center Services.

CITY OF BLOOMINGTON
Municipal Corporation,

By Tari Renner
Mayor Tari Renner

Date: 7/30/15

ATTEST
By Cherry Lawson
Cherry Lawson
Bloomington City Clerk

Date: 7/30/15

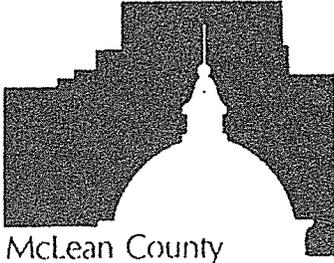
McLEAN COUNTY

By Matt Sorensen
Matt Sorensen
Chairman

Date: August 18, 2015

Members Owens/Cavallini moved the County Board approve the Contract for Animal Control Warden Services between McLean County and the City of Bloomington. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, presented the following:



NURSING HOME

(309) 888-5380 FAX (309) 454-4954
901 N. Main St. Normal, IL 61761

To: The Honorable Ben Owens and Members of the Finance Committee
From: Cindy Wegner, Nursing Home Administrator
Re: Request for Approval to Apply for a County Credit Card for the McLean County Nursing Home
Date: July 27, 2015

I respectfully request approval to obtain a county credit card for use by myself and the department managers of the McLean County Nursing Home (MCNH.)

The credit card will be used for approved expenses, purchase of on-line commodities and products and emergency expenditures that may occur. The Administrator of MCNH will provide the credit card to department managers upon request and only with prior approval of all charges and collection of receipts.

The McLean County Auditor supports this request and recommended we seek approval from the committee for a department credit card.

I would be happy to provide any additional information or address any questions that the committee may have regarding this request.

Thank you.

Members Owen/O'Connor moved the County Board approve a Request Approval to apply for a County Credit Card for the McLean County Nursing Home. Clerk Michael shows all members present voting in favor of the motion. Motion carried.

Member Gordon, presented the following:

McLean County Department of Building and Zoning

WATERSHED STAFF REPORT
LAND USE AND DEVELOPMENT COMMITTEE

1. REFERENCE:

- a. Meeting date: August 6, 2015
- b. Participants: McLean County Soil and Water Conservation District, City of Bloomington, Town of Normal and McLean County
- c. Agreement: County Watersheds Management Program Intergovernmental Agreement

Staff requests that the County enter into a third three year Intergovernmental Agreement with the City of Bloomington, the Town of Normal, and the McLean County Soil and Water Conservation District, for the funding of a soil conservationist through the McLean County Soil and Water Conservation District. This agreement would involve a commitment by the County of \$10,000 per year for three years. This is a continuation of a similar three year agreement that was approved by the County in May 2012 that expires on October 1, 2015.

In addition to other tasks, this position will help implement the Lake Bloomington and Lake Evergreen watershed plans, the County's storm water management plan, and help coordinate the development of erosion and sediment control with land owners and small communities in McLean County.

Respectfully submitted,



Philip Dick, AICP, Director

The Watershed Conservationist works closely with producers and landowners in both watersheds to increase the number of best management practices on the land. There are approximately 70 producers between Evergreen Lake and Lake Bloomington watersheds who are involved with the Conservation Reserve Program (CRP), Environmental Quality Incentive Program (EQIP) and Conservation Stewardship Program (CSP). These conservation programs include the following best management practices; filter strips, waterways, cover crops, no-till, nutrient management, stalk nitrate testing and streambank stabilization. A bi-annual newsletter is customized to issues and concerns in the watersheds.

The Soil and Water Conservation District continues to be involved in numerous educational activities and events, including:

- FFA Soil Judging Contest- 105 participants
- McLean County Conservation Day -514 3rd graders, 24 classrooms
- Earth Express, a mobile classroom unit for McLean County schools-137 students, 6 classrooms
- Educational programs
- Envirothon Competition- 6 schools, 30 participants
- "The Dirt" educational newsletter – 700 newsletters to educators in McLean County
- Conservation Family Day – 125 in attendance
- Wildlife Management Clinic – 39 in attendance
- Soil Health Seminar – 26 participants
- Cover Crop Workshops (2) – 49 in attendance
- Pond Management Workshop – 39 participants
- Lady Landowner Meeting – 30 participants
- Website, www.mcleancountyswcd.com receives approximately 300 hits a month.

The Watershed Oversight Committee continues to meet and had 6 meetings this past year reviewing both watershed management plans. The primary focus this year has been reviewing and updating the Evergreen Lake plan. The three committees have been re-established and progress is being made on a number of tasks. This committee includes partners from IL Department of Natural Resources (IDNR), McLean County U of I Extension, Heartland Community College, ISU Agricultural Department, Ecology Action Center, The Audubon Society, McLean County Parks and Recreation, McLean County Building and Zoning and McLean County Regional Planning. We continue to work on securing grant funding sources to assist with watershed protection and management projects.

We continue the strong working partnership with Natural Resource Conservation Service (NRCS), Farm Service Agency (FSA), The Nature Conservancy (TNC), Environmental Defense Fund (EDF), Mackinaw Drinking Watersheds Project and the producers and landowners in both Lake Bloomington and Evergreen Lake watersheds.

Members Gordon/ Harris moved the County Board approve a Request for Approval of the renewal of a three year County Watersheds Management Program Intergovernmental Agreement with the City of Bloomington, the Town of Normal and the McLean County Soil and Water Conservation District - Building and Zoning Department. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Member Gordon, presented the following:

ANNUAL REPORT

2013-2014

Agreement between the City of Bloomington, Town of Normal, County of McLean and McLean County Soil & Water Conservation District

The main focus this year concentrated on the construction and implementation of conservation practices that focus on protecting Evergreen Lake and Lake Bloomington watersheds.

Evergreen Lake was the focus of a shoreline protection & fish habitat project this past year. The project included the protection of 1,100 feet of shoreline that involved the installation of 1,250 tons of rock and 100 feet of fish lunkers.

The T-3 site continues to be an excellent demonstration site for the landowners and producers. The one acre wetland showcases the benefits they can have on improving water quality. The wetland is designed to treat tile water before it enters the stream. This type of wetland is known for nitrate removal and is specifically designed to intercept and treat agricultural drainage water. The 1.3 mile Interpretive Nature Trail serves the community as an environmental educational area, and provides health and wellness benefits for the public with the 26 educational stations.

The Adapt Network program saw 25 producers participate this year. This consisted of 46 fields that totaled over 5,000 acres. The importance of the program is to help a producer implement optimum nitrogen management on their farm, without the detrimental effects of the application of excess nitrogen, which finds its way into our drinking water supply. The information obtained included aerial images, guided stalk nitrate sampling tests, along with soil nitrate testing performed on the enrolled fields. Once the information was analyzed, a meeting was held to review each watershed producer's findings and results. In addition to the stalk tests we had ten nitrogen rate strip trials. The trials compared four application rates applied in randomized strips replicated in a producer's field.

The partnership between the Environmental Defense Fund (EDF) and The Nature Conservancy (TNC) to locate landowners interested in installing agricultural drained wetlands has been quite successful. The goal is to show how the wetlands can improve water quality by reducing nitrates in the water. To date construction has been completed on two wetlands within the Lake Bloomington watershed. We have one waiting to be constructed once harvest is complete this year.

- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, grade stabilization structures, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, U of I Extension, Illinois Department of Natural Resources, Ecology Action Center, Parklands and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare five year updates to the Evergreen Lake and Lake Bloomington Watershed Plans.

E. Indemnification and Hold Harmless:

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

F. Additional Agreements:

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

City of Bloomington

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

AGREEMENT 2015-2018

This agreement is entered into as of this 1st day of October 2015, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

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

B. Period of Agreement:

The period of this agreement commences October 1, 2015 and ends October 1, 2018.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2015) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2016), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2017), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases and social media.
- Work with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.

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- Work with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, grade stabilization structures, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, U of I Extension, Illinois Department of Natural Resources, Ecology Action Center, Parklands and Friends of EverBloom.
- Provide quarterly status reports and an annual summary of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County. The annual reports are submitted in October. Information is also regularly disseminated in the biannual SWCD newsletter and periodic watershed newsletters. The McLean County SWCD website contains this information, as well <http://mcleancountyswcd.com>.
- Prepare five year updates to the Evergreen Lake and Lake Bloomington Watershed Plans. The Watershed Oversight Committee is currently working on updates to the Evergreen Lake plan. Information gathering to update the urban section of Lake Bloomington's plan is underway with an IEPA section 319 grant.

E. Indemnification and Hold Harmless:

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

F. Additional Agreements:

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

City of Bloomington, IL

Attest

Karen Schmidt, Mayor Pro Tem
Karen Schmidt, Mayor

Date 7/14/15

T. Renee Gooderham
T. Renee Gooderham, Deputy Clerk

Town of Normal, IL

Attest

Chris Koos
Chris Koos, Mayor

Date 8/3/15

Wendellyn Briggs
Wendellyn Briggs, Town Clerk

McLean County, IL

Attest

Mark Sorensen
Mark Sorensen County Board Chair

8-18-2015

Date

Kathy Michael
Kathy Michael, County Clerk

McLean County Soil and Water
Conservation District

Attest

Mike Kelly SWCD Chair
Mike Kelly, Chairman

Date

8/27/15

D. R. Zelle
Clerk/Secretary

Member Gordon/Harris moved the County Board approve request for approval of the renewal of a three year County Watersheds Management Program Intergovernmental Agreement with the City of Bloomington, the Town of Normal and the McLean County Soil and Water Conservation District - Building and Zoning Department. Clerk Michael shows all members present voting in favor of the Motion. Motion carried.

Member McIntyre, Chair presented the following:

An Ordinance of the McLean County Board
Amending the 2015 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 2015 appropriation in Fund 0105 Preventive Care 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 lines 0105-0061-0067-0407-0150 Breast Health Grant Revenue by \$5,000 from \$0 to \$5,000, 0105-0061-0067-0410-0096 March of Dimes Grant Revenue by \$11,250 from \$0 to \$11,250 and 0105-0061-0067-0407-0062 Komen Grant Revenue by \$5,000 from \$5,000 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, Health Promotion Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0503-0001	Full-Time Employees Salary	\$64,920	\$3,025	\$67,945
0599-0001	County's IMRF Contribution	\$8,433	\$393	\$8,826
0599-0003	Social Security Contribution	\$4,966	\$232	\$5,198
0630-0001	Postage	\$50	\$100	\$150
0612-0003	Educational Materials/Supplies	\$7,434	\$5,000	\$12,434
0701-0001	Advertising/Legal Notices	\$9,245	\$8,000	\$17,245
0718-0001	Schooling & Conferences	\$115	\$2,500	\$2,615
0773-0001	Non-Contractual Services	<u>\$0</u>	<u>\$2,000</u>	<u>\$2,000</u>
		\$95,163	\$21,250	\$116,413

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 18th day of August, 2015

ATTEST:

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

APPROVED:

Matt Sorensen
Matt Sorensen, Chairman of the McLean
County Board

Fund 0105 Budget Amendment
Narrative

A budget amendment is needed in Fund 0105 to account for grant amounts that were applied for and received after the completion of the FY 2015 budget. The Health Department received two new grants and an increase in funding from another grant that was not expected. Funds from the grants will be used to support staff time/benefits, purchase educational materials and supplies, advertising of programs, schooling for staff on providing smoking cessation classes, and travel assistance for participants. This budget amendment includes approximately \$3,650 in personnel expenses that include salary and all fringe benefits. Despite the modest request for personnel expenses, no formal FTE amendment is being requested. These small one-time limited grants deal with cornerstone public health educational issues of breast health and smoking cessation. Current health promotion staff will satisfy the estimated 160 hours of staff support necessary to carry out the preventive educational components of these programs.

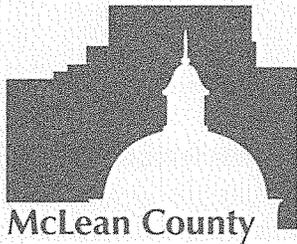
The 3 grants are listed below with descriptions of their programs:

March of Dimes Grant: This grant was received in late September of 2014 for \$15,000. \$11,250 of this grant will be spent in 2015. This grant program is titled "Freedom From Smoking for Women of Reproductive Age" and is expected to reach approximately 50 women. The grant provides Freedom From Smoking classes to women that are either pregnant or of reproductive age. It also provides carbon monoxide monitors as suggested by the Freedom From Smoking program as well as incentives such as diapers for expectant mothers or mothers of young children that complete the class. The grant also allows for travel assistance to participants. It allows for gas cards (that can only be used for gas) and bus tokens to be given to women that have trouble with transportation to the classes.

Ticket For the Cure Grant: This grant is for \$5,000 and ran from January 2015 through July 2015. The purpose of the grant was to provide breast health education to citizens of McLean County, to promote knowledge of healthy lifestyles and breast cancer prevention, and to promote yearly mammograms to all women, 40 years and older. Objectives of grant were carried out through breast health presentations and health fairs throughout the county. We were notified that the grant will continue in State Fiscal Year 16 and have applied to continue with the program.

Komen Grant: Funding from the Susan G. Komen Breast Cancer Grant was increased to \$10,000 in March 2015. The grant program this year is called "Worship in Pink," targets both rural and minority communities and is geared towards raising awareness and aiding a change to people's misbeliefs and attitudes about breast cancer as well as increase the yearly use of mammography by women over the age of 40. Educational presentations will be given at participating churches covering topics related to risk reduction and the importance of yearly mammograms and screenings for early detection. There will also be additional activities that include asking members to wear pink, handing out pink ribbons to one service, inviting breast cancer survivors to speak to the congregation, and having an educational table or bulletin board at the church with materials for members to share. The Health Department was awarded additional funding because this new program requires more staff time and resources to implement than the previous year's program.

Members McIntyre/Harris moved the County Board approve a Request of approval of Emergency Appropriation Ordinance of the McLean County Board Amending the 2015 Combined Annual Appropriation and Budget Ordinance for Fund 0105 Health Fund for the Health Promotion Program - Health Department. Clerk Michael shows all members present voting in favor of the motion. Motion carried.



Michelle L. Anderson

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

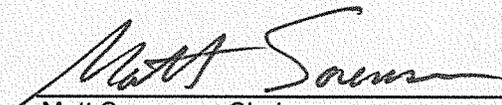
michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

MCLEAN COUNTY BOARD COMPOSITE

August 18, 2015

2015 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$697,869.80	\$697,869.80
Finance		\$1,137,874.80	\$1,137,874.80
Human Services		\$509,826.76	\$509,826.76
Justice		\$1,137,396.76	\$1,137,396.76
Land Use		\$43,173.21	\$43,173.21
Property		\$1,777,228.92	\$1,777,228.92
Transportation		\$1,387,860.32	\$1,387,860.32
Health		\$252,169.49	\$252,169.49
Total	\$0.00	\$6,943,400.06	\$6,943,400.06



Matt Sorensen, Chairman
McLean County Board

The meeting was adjourned until September 15, 2015 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:16 a.m.

Matt Sorensen
County Board Chairman

Kathy Michael
Kathy Michael
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 18th day of August, 2015 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 18th day of August, 2015.

Kathy Michael
Kathy Michael
McLean County Clerk