

PROGRAM TITLE: Juvenile Pre-Employment Program

AGREEMENT NUMBER: 506302

PREVIOUS AGREEMENT NUMBER(S): N/A

ESTIMATED START DATE: October 1, 2009

SOURCES OF PROGRAM FUNDING:	Awarded	Budgeted
<i>JABG FFY 06 Funds:</i>	\$ 39,852.00	\$ 39,830
<i>Matching Funds:</i>	\$ 4,428.00	\$ 4,426
<i>Over-Matching Funds:</i>	\$ 0	\$ 0
Total:	\$ 44,280.00	\$ 44,256

IMPLEMENTING AGENCY: Lake County

ADDRESS: 18 N. County Street
Waukegan, IL 60085

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 36-6006600

DATA UNIVERSAL NUMBERING SYSTEM NUMBER: 074591652
3/23/2010

CCR EXPIRATION DATE: 4DC33

CAGE CODE #:

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PROGRAM TITLE: Juvenile Pre-employment Program

INTERAGENCY AGREEMENT

Juvenile Accountability Block Grants Program

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 Lake County on behalf of the Administrative Office of the 19th Judicial Circuit, hereinafter referred to as the "Implementing Agency," with its principal offices at xxx for implementation of the Juvenile Accountability Block Grants (JABG) 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, the Authority has been designated as the state agency to administer JABG Program funds received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) pursuant to Federal Public Laws, and enters into interagency agreements with units of state and local government for the use of these JABG Program funds; and

WHEREAS, the Chairman of the Authority and the Chairman of the Illinois Juvenile Justice Commission jointly appointed the Illinois Juvenile Crime Enforcement Coalition to oversee the administration of the JABG Program; and

WHEREAS, the state is required to distribute at least 75% of JABG Program funds to units of local government based on a formula combining local juvenile justice expenditures and reported Part 1 violent crime; and

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition notified eligible recipients and received responses for the JABG Program funds available to units of local government based on the required formula;

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition made recommendations to the Authority regarding the allocation of JABG Program funds to units of state and local government in Illinois; and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program in one or more of the following purpose areas:

1. Developing, implementing, and administering graduated sanctions for juvenile offenders;
2. Building, expanding, renovating, or operating temporary or permanent juvenile correction, detention, or community corrections facilities;
3. Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening and assessment) for juvenile offenders, to promote the effective and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;

5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
6. Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime;
7. The establishment of juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders;
8. The establishment of drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and the integrated administration of other sanctions and services for such offenders;
9. Establishing and maintaining a system of juvenile records designed to promote public safety;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control, supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;
11. Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies;
12. Establishing and maintaining programs to conduct risk and need assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders;
13. Establishing and maintaining accountability-based programs that are designed to enhance school safety;
14. Establishing and maintaining restorative justice programs;
15. Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism; and
16. Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.
17. Establishing, improving and coordinating pre-release and post-release systems and programs to facilitate the successful re-entry of juvenile offenders from state and local custody in the community.

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

SECTION 1. DEFINITIONS / DESCRIPTIONS

“Coordinated Enforcement Plan for Reducing Juvenile Crime”, hereinafter referred to as the “CEP”, and means a plan developed by a State or local Juvenile Crime Enforcement Coalition that is based on an analysis of juvenile justice systems needs. The analysis determines the most effective uses of funds, within the sixteen JABG program purpose areas, to achieve the greatest impact on reducing juvenile delinquency, improving the juvenile justice system, and increasing accountability for

juvenile offenders.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

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

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$ 39,852.00 and is dependent on the expenditure of matching funds as described in this agreement, Exhibit B, and Implementing Agency's CEP, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in the Implementing Agency's CEP and Exhibit A. Upon receipt of the fiscal and data reports described in this agreement, quarterly payments will be made to an Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount, up to the full amount of this Agreement, determined by the Executive Director of the Authority. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

SECTION 5. MATCH

Federal funds from the JABG Program may be used to pay up to 90 percent of the costs described in Implementing Agency's CEP and Exhibit A. If the Implementing Agency will be using funds to construct a permanent juvenile corrections facility, the Implementing Agency must provide at least 50 percent of the total cost of the project. The Implementing Agency must provide the remaining nonfederal share in the form of cash match. Matching funds must be in addition to funds that would otherwise be made available for the program or project. Failure of the Implementing Agency to provide a cash match in the amount of at least \$4,428.00 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

The Implementing Agency shall maintain records clearly showing the source, the amount and the timing of all matching contributions.

SECTION 6. EXPENDITURES – FEDERAL FUNDS AND MATCH

Only costs allowable under State and federal guidelines may be paid for with federal and matching funds, in accordance with the Program Description and Budget attached to this agreement and in Implementing Agency's CEP. Matching funds need not be applied at the exact time or in proportion to the obligation of federal funds, but must be provided and obligated before the end date of this agreement.

The Implementing Agency must receive prior written approval by the Executive Director of the Authority for any expenditures of federal and matching funds that deviate from the budget items described in Implementing Agency's CEP and Exhibit B.

SECTION 7. NON-SUPPLANTATION

JABG program funds (Federal and match) cannot be used to supplant/replace State or local funds. The JABG program funds must increase the amount that would otherwise be available for juvenile accountability purposes from State and local sources.

SECTION 8. COORDINATED ENFORCEMENT PLAN FOR REDUCING JUVENILE CRIME

The Implementing Agency certifies that it has established a coordinated enforcement plan for reducing juvenile crime developed by a Juvenile Crime Enforcement Coalition. Unless otherwise approved by the Authority, the Juvenile Crime Enforcement Coalition must consist of individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) juvenile court, (5) State or local probation services, (6) schools, (7) social service agency, (8) nonprofit, nongovernmental victim advocacy organization, and (9) nonprofit, religious, or community group. The Implementing Agency may add, or pursuant to OJJDP direction the Authority may require, additional representation.

SECTION 9. PROGRAM DESCRIPTION, BUDGET EXHIBITS AND AMENDMENTS

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the attached and incorporated Exhibit A, the Budget attached and incorporated as Exhibit B, and the program described in the Implementing Agency's CEP, which is incorporated into this Agreement.

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

SECTION 10. 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 11. PROGRAM INCOME

All income, including income resulting from interest, generated as a direct result of the program described in Implementing Agency's CEP and 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. The Implementing Agency may retain program income for any purpose that furthers the objectives of the JABG Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 12. FINANCIAL CAPABILITY

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

SECTION 13. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit progress reports covering every quarter, with quarters beginning at the start of the calendar year, by the 15th day of each month following the quarter. The Implementing Agency shall also submit fiscal reports on those dates detailing financial expenditures for the previous period. The Implementing Agency shall submit annual reports that assess the effectiveness of the program for the period of April 1 to March 31. The Implementing Agency shall also file final progress and financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 14. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date

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

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

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days after 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 progress and financial status reports; (b) property inventory report; and (c) other documents required by the Authority.

SECTION 16. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the Generally Accepted Government Auditing Standards (GAGAS), 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 13 and all other program activity.

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

SECTION 17. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent

practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

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

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

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

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

SECTION 18. 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 19. ASSIGNMENT

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

SECTION 20. 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 21. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Implementing Agency's CEP and Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Implementing Agency's CEP and Exhibit A 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 22. CONFLICTS OF INTEREST

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

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. 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 Fiscal Year 2004 Appropriations Act, Juvenile Accountability Incentive Block Grants Program Guidance Manual, Version 3.0 (September 2000) and any future JABG Program Guidance Manuals, and Juvenile Accountability Incentive Block Grants Regulations (28 CFR Part 31).
- 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, Executive Order 12372, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including sub awards) with institutions of higher education, hospitals and other non-profit organizations; and Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).

- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- 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.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 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 OJJDP, in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in this agreement.

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

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

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

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

SECTION 25. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

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

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

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

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

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

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

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

SECTION 27. CIVIL RIGHTS COMPLIANCE CERTIFICATION

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

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

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

- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

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

SECTION 28. 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.

If a project has a research or statistical project component under which information identifiable to a private person will be collected, then the Implementing Agency must submit a Privacy Certificate. The Certificate shall briefly describe the project and contain certain privacy assurances as enumerated in the Confidentiality of Identifiable Research and Statistical Information Regulations. (28 C.F.R. Part 22).

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 Implementing Agency's CEP and 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 29. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace. The Implementing Agency 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. Further, the Implementing Agency shall certify that it nor its principals have been convicted of, indicted for, or criminal or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and have not had a public transaction terminated for cause or default.

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

SECTION 30. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. 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.

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 31. 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 32. 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 33. 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 34. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 35. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the juvenile and adult reporting provisions contained in the Criminal Identification Act (20 ILCS 2630) and the Juvenile Court Act (705 ILCS 405), when applicable. The Implementing Agency 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 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Implementing Agency's CEP and 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 37. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office of Juvenile Justice and Delinquency Prevention 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. 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 39. 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. Any such publication shall contain the following statement:

"This program was supported by Grant # 2006-JB-FX-0018, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 40. 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: Lake County on behalf of the Administrative Office of the 19th Judicial Circuit

Taxpayer Identification Number: 36-6006600

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

Legal Status:

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

SECTION 41. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.523 Juvenile Accountability Block Grants (JABG)
- Grant Award Name and Number: Juvenile Accountability Block Grants Program (2006-JB-FX-0018)
- Grant Award Year: Federal Fiscal Year 2006

SECTION 42. 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: 074591652

Program Agency's DUNS Number: Same as Above

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

The Implementing Agency's CCR registration is valid until: 3/23/2010

The Program Agency's CCR registration is valid until: Same as Above

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: 4DC33

Program Agency's CAGE Code: Same as Above

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

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

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

SECTION 44. INTEGRATION

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

SECTION 45. SEVERABILITY

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

SECTION 46. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 46.5 SPECIAL CONDITION FOR CONTRACTORS
(Applicable to independent contractors, not employees, of the Implementing Agency)

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

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

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

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

SECTION 47. FAILURE TO FILE IN A TIMELY FASHION.

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

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

SECTION 48. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notifying 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 700
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 49. ACCEPTANCE

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

Jack Cutrone
Acting Executive Director
Illinois Criminal Justice Information Authority

Date

Suzi Schmidt
Chairman
Lake County

Date

Robert Skidmore
Treasurer
Lake County

Date

Marci K. Jumisko
Director
Administrative Services 19th Judicial Circuit

Date

**EXHIBIT A:
PROGRAM NARRATIVE**

JUVENILE ACCOUNTABILITY BLOCK GRANT PROGRAM

Please respond to each of the items in the following eight sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JABG funds.

1. Please provide a *brief* description of the program agency.

Lake County, Illinois, located immediately north of Cook County (Chicago), is a growing and diverse community with a U.S. Census 2006 estimated population of 713,076. The Lake County Board consists of 23 democratically elected members who represent their respective districts and serve on standing committees that meet to discuss policy and administrative issues. The Law and Judicial Committee oversees matters brought forward by the Nineteenth Judicial Circuit.

The Nineteenth Judicial Circuit has a unified structure of administration, led by a single Chief Judge and Court Administrator. The Administrative Office has six divisions with each division supporting the overall vision, mission, goals and objectives of the Circuit Court as outlined in the Court's Strategic Plan.

Juvenile Probation/ Detention Services Division is comprised of four primary components and supporting units – Juvenile Intake, Secure Detention, FACE-IT, and Juvenile Probation. Collectively they represent a continuum of services from informal diversionary level intervention, to very structured supervision in the community, to residential care and treatment. Each unit has a specific role in the juvenile court process and must interact with other state, county and community departments and agencies, and the other units of Juvenile Probation/Detention Services Division in order to fulfill its piece of the overall mission of the Nineteenth Judicial Circuit.

Juvenile Intake Unit contributes to the department's mission through the investigation and assessment of all matters referred to the juvenile court, and the reporting of that information to the Court, State's Attorney, and other units of Juvenile Probation/Detention Services Division. Intake further contributes to the mission by providing direct services to diversion cases and victims. **Juvenile Detention** contributes to the department's mission by providing secure Detention services. Youths who are held in custody by Intake or by the Judges represent a risk to the community in terms of further delinquency. Detention provides the most intense type of monitoring of a case than any other service provided directly by the division while also protecting the safety of the community. **Juvenile Probation** contributes to the departmental mission by providing investigation and supervision services, and resource development for those youths who

are involved in the formal court process. In addition, the impact of crime on the community is addressed by the Victim Assistance and Restitution Program (VARP). Investigators gather information from all sources within and outside the division in an effort to present the court with the most accurate picture of a case as possible. **Family and Community Engaged In Treatment (FACE-IT)** is an innovative residential treatment program for juvenile Probationers, operated by the 19th Judicial Circuit and the County of Lake. It is community-based, family-focused, and is designed for delinquent youth and families. "FACE-IT" strives to help meet the basic needs of troubled youths and families in order to enable them to function productively within society, be self-sufficient, and obtain a sense of dignity and self-worth without criminal behavior.

Mission

The mission of the Division of Juvenile Probation and Detention Services is to support a juvenile justice system that ensures public protection from further acts of juvenile delinquency, and assists in the accountability and rehabilitative needs of youthful offenders.

Goals

1. To provide a comprehensive assessment process and continuum of evidence-based interventions for youth and families referred to the division in order to reduce recidivism and increase compliance with court-ordered conditions.
2. To provide a structured and secure environment for youth assigned to detention in order to assure the safety of youth and protection of the community.
3. To facilitate collaboration and cooperation among juvenile justice partners in order to share information, increase professional understanding among participants, and enhance the delivery of evidence-based services for clients.
4. To provide opportunities for employee development in order to enhance client/customer services, facilitate growth within the division, and improve staff competencies.

II. Summary of Program

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

Goal(s):

1. To educate juvenile probationers; allowing for the development of marketable job skills.
2. To discourage future delinquency and incarceration
3. To provide juvenile probationers with needed employment
4. To improve juvenile probationer's social and educational functioning
5. To develop a program that will provide vocational training for juvenile probationers, giving them the opportunity to engage in developmental activities.

Objective(s):

1. To implement a job readiness training curriculum for juvenile probationers to build marketable skills.
2. To provide youth with employment opportunities to discourage future delinquency and incarceration.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area: # 11

3. Please provide a narrative description of the program that is being proposed. This explanation should not exceed one page and should include (a) how the program will further the JABG purpose areas selected above, and (b) what strategies will be used to successfully implement the program.

Funding for the expansion of the 19th Judicial Court's Division of Juvenile Probation & Detention job readiness program (JABG Purpose Areas 11) will aid in the goals of accountability and reducing recidivism. The primary program objectives will be: (1) to implement a job readiness training curriculum for juvenile probationers to build marketable skills (2) to provide youth with employment opportunities to discourage future delinquency and incarceration (3) employment will allow juvenile probationers to meet some of their court orders, to include paying restitution, paying probation service fees, paying reimbursement (4) to participate in a positive activity which will improve juvenile probationer's social, educational, and developmental functioning thus decreasing the possibility or recidivism.

Initially, program activities will include notifying all partners and advising the probation department. The Senior Probation Officer and the Senior FACE-IT staff will notify the probation unit and the FACE-IT program respectively that referrals can be accepted. Upon receipt of referrals, the Senior staff will determine eligibility and select juvenile probationers to participate in the vocational training program. Upon completion of the job readiness training program, juvenile probationers will be matched according to their needs, geographic locations and other noted characteristics. Based on this and the results from career counseling (to include results of the Strong Interest Inventory), juvenile probationers will be placed in internships with local employers.

It is anticipated that six juvenile probationers will be placed in a full-time summer program while others will be placed in part-time positions either during the school year or during the summer. Juvenile probationers expressing interest in non-traditional employment will be supported through the Juvenile Accountability Block Grant. These strategies can be directed toward several different points in the juvenile justice continuum, including early intervention, residential intervention, and aftercare.

By educating youth to be better able to secure employment, youth's time will be structured and enable them to have a means to pay court ordered responsibilities such as restitution to the victim.

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

It is anticipated that this program will allow us to develop partnerships with private employers while strengthening relationships with social service agencies. As private employers realize that we can provide juveniles with the skills they need to be good employees, they will be more comfortable adding juveniles to their payroll in the future. Juvenile probation, therefore, will be able to focus on sustaining the training aspects of the grant program either in-house or with an alternate source of funds.

III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this program is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds), provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

It is well established in scientific literature that prison inmates are, in general, less well educated and have fewer marketable job skills than the general population (Andrews and Bonta, 1994). As a result, providing youth with employment opportunities is a common strategy to discourage future delinquency and incarceration. Currently, there are many juvenile probationers who are in need of securing employment. Many of these youth do not have the skills or motivation to secure and maintain employment. Many will find that employment will meet some of their court orders, including paying restitution, paying probation service fees, paying reimbursement and maintaining a positive activity. Work experience has also been shown to have a number of positive effects on adolescents including development of time and money management skills, guidance in making more realistic career decisions, and an understanding of employer expectations (MacKenzie, D. L., 2003) as cited by (McNelly, 1990; Meyer, 1988). Vocational training and employment programs are intended primarily to increase earnings. A second and more important objective, however is to improve residents' social and educational functioning (Ploeger, 1997). There are several major theoretical explanations that link employment and crime (Fagan, 1995; Uggen 1994; and Bushway and Reuter, 1998), with two of the most prominent being Economic Choice Theory and Control Theory. Economic Choice Theory implies that individuals choose work that is more rewarding and attractive, even if that work is illegal or criminal (Ehrlich, 1973). Control Theory posits that employment exerts social control over an individual (Gottfredson and Hirschi, 1990). On an individual level, the absence of employment leads to a breakdown of positive social bonds and increased criminal or delinquent activity. Based on our experience, youth who are in placement (whether in residential treatment, incarceration, substance abuse treatment, or on probation) often lose opportunities to engage in developmental activities. These developmental activities can include vocational training, internships, and employment. It appears that most vocational training programs such as Job Corps, do not admit youth on

probation or parole into their program. Therefore, there is a need to develop programs that will provide vocational training for juvenile probationers.

IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

N/A

2. Explain the impact the federal funds have had on your existing juvenile justice program.

N/A

V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JABG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided. These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JABG purpose area the program will address. You are required to pick appropriate performance measures for each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

JABG PURPOSE AREA (from Ex. A Instructions)	PERFORMANCE MEASURE (from Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (from Appendix B)
11	Required Output Indicator: Number and percent of eligible youth served using graduated sanctions approaches.	a. Number of youth admitted to graduated sanctions program. b. Number of youth admitted into any grantee program. c. Percent (a/b)
11	Output Indicator # 3: Number of accountability programs in operation.	Number of accountability programs operating
	Short-term Outcome Indicator # 6: Number of supervision meetings per youth per month.	Average number of supervision meetings per youth per month.
	Short-term Outcome Indicator #: Number and percent of program youth completing program requirements.	a. Number of program youth who exited the program having completed the program. b. Number of youth who left the program. c. Percent (a/b)
11	Intermediate Outcome Indicator # 12: Number and percent of eligible youth to enter an accountability program.	a. Number of youth in accountability programs. b. Number of youth processed by grantee. c. Percent (a/b)
	Required Long-term Outcome Indicator: Number and percent of program youth who reoffend.	a. Number of youth with new offense. b. Number of youth in program. c. Percent (a/b)

VI. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JABG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Task	Month Started	Month Completed	Personnel Responsible	Frequency
Notify partners of being awarded the grant.	Month 1	Month 1	Program Administrator	N/A
Provide orientation to staff regarding the grant.	Month 1	Month 2	Program Administrator	N/A
Receive and review referrals from the probation officers and make selections for the program.	Month 2	Month 2	Program Administrator Probation officers	Until 12 youth are selected for the first cycle of the training.
Facilitate job training.	Month 2	Month 3	Trainers	7 weeks, once per week
Job placement	Month 3	Month 4	Program Administrator and Probation officers	Ongoing
Complete and submit first quarter data progress report.	Month 3	Month 3	Program Administrator	Quarterly
Receive and review referrals from the probation officers and make selections for the program.	Month 4	Month 5	Program Administrator Probation officers	Until 12 youth are selected for the second cycle of the training.
Facilitate job training.	Month 5	Month 6	Trainers	7 weeks, once per week
Job placement	Month 6	Month 7	Program Administrator and Probation officers	Ongoing
Complete and submit second quarter data progress report.	Month 6	Month 6	Program Administrator	Quarterly
Receive and review referrals from the probation officers and make selections for the program.	Month 7	Month 8	Program Administrator Probation officers	7 weeks, once per week

Facilitate job training.	Month 8	Month 9	Trainers	Until 12 youth are selected for the third and final cycle of the training.
Job placement	Month 9	Month 10	Program Administrator and Probation officers	Ongoing
Complete and submit third quarter data progress report.	Month 9	Month 9	Program Administrator	Quarterly
Evaluation of program and submission of final report.	Month 12	Month 12	Program Administrator	N/A

VII. Advisory Board -- Juvenile Crime Enforcement Coalition (JCEC)

In this section, list the JCEC members and meeting schedule information. The JCEC is responsible for developing the Coordinated Enforcement Plan (CEP). The CEP will indicate how the JABG program was selected to further the goals of the JCEC. The JCEC must approve the JABG program detailed in this proposal.

JABG federal guidelines require local JCECs to “include, unless impracticable, individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) juvenile court, (5) state or local probation services, (6) schools, (7) social service agency, (8) nonprofit, nongovernmental victim advocacy organization, and (9) nonprofit, religious, or community group.”

	<u>Representing</u>	<u>Member Name</u>	<u>Title</u>	<u>Phone Number</u>
1.	Police	Robert Jones	Chief, Gurnee PD	847-244-8645
2.	Sheriff	Rick White	Sergeant, Lake Co. Sheriff Dept – Juvenile Div	847-377-4140
3.	Prosecutor	Michael J. Waller	Lake County State’s Attorney	847-377-3000
4.	Juvenile Court	Sarah Lessman	Supervising Judge-Juvenile, 19 th Judicial District	847-377-7970
5.	Probation Services	Robert Cesar	Director-Lake County Juvenile Court Services	847-377-7904
6.	Schools	Roycealee Wood	Regional Superintendent of School	847-543-7833
7.	Social Service Agency	Jean Mani	Public Service Administrator, DCFS	847-249-7800
8.	Victim Advocacy Organization	Brian McKenna	Community Services Specialist, Omni Youth Services	847-537-6677
9.	Other Group	Dennis Mudd	Chaplain	847-247-9173

10.		Jack Metcalf	Detective, Gurnee P.D / President Juvenile Officers Association	847-599-7093
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Does your JCEC include the required representation? **YES**

Has your JCEC approved JABG funding for this program? **NO**

If your answer is no to either of the two questions above, please explain:

The Juvenile Justice Council of Lake County will be advised of this grant at their next meeting on Nov. 4, 2009.

JCEC Meeting Schedule: (If your JCEC has not met, explain why)

The Council meets two to four times a year. The last meeting was July 8, 2009.

VIII. Role of the Court and Graduated Sanctions

1. Role of the Court

One aim of JABG is to strengthen the relationship between the court system and juvenile justice agencies. Units of government need to certify that they have communicated in writing with the chief of the highest court. Please **attach the letter** to this Exhibit A.

Date Letter was Sent	Name of Addressee
7/6/2009	Chief Judge James Booras

Was there a response from the court to the letter? **X YES** **NO**

If yes, and the response was written, please **attach the response** to this Exhibit A. If a response was given in another format, please detail what the response was in the following box.

Letters are attached.

Please provide a *brief* narrative description of how the needs of the judicial branch were taken into consideration in the development of this program.

This program will help address the needs of the judicial branch by putting individuals on juvenile probation in a better position to meet their court orders, including paying restitution, paying probation service fees, paying reimbursement and maintaining a positive activity. Providing youth with employment skills should also help break what often becomes a cycle of criminal behavior. It is anticipated that this program will reduce recidivism, which is also a priority for the judicial branch.

2. Graduated Sanctions

While participation in a system of graduated sanctions by individual courts is voluntary, states and units of local government must encourage courts to participate. The unit of government must have in effect laws, or have implemented policies and programs, that provide for a system of graduated sanctions.

Please provide a *brief* description of how the system of graduated sanctions functions.

The Juvenile Justice System in Lake County addresses graduated sanctions in a manner that imposes the most restrictive sanction for serious offenders and the least, most appropriate sanction for the lesser serious offenses. When offenders are arrested and referred to the Juvenile Court, the Intake Unit screens each referral and determines if it requires court or if the case can be handled at a diversion level. Referrals to Juvenile Intake can either be custody referrals where the minor is brought to the detention center or non custody referrals where the minor is returned to their parents by the police. When the minor is referred on a custody referral, the Intake Unit will determine if the minor should be detained or released to their parent.

If the case is handled on a diversion level, a preliminary conference is held with the minor and parent to determine risk, needs and service plan to avoid similar delinquency. If the case is appropriate and the minor voluntarily admits to the offense and agrees to cooperate with voluntary supervision the case is recommended for the diversion program.

If the matter is referred to court, the States Attorney would file a delinquent petition and the minor would go through due process to determine guilt or innocence. If there is an admission of guilt or the minor is found guilty, the probation unit would conduct a social investigation to determine risk, needs and level of supervision required and service plan to appropriately monitor and service the minor and family's needs.

During the probation period, administrative sanctions are ordered for the minor and parents to cooperate with for technical violations of probation. No new delinquent offenses are handled through this process. New offenses are referred back to court on active cases. All verified violations of probation are handled through the administrative sanctions program unless the court orders they are exempt from the program. The probation officer would complete a form indicating the violation and what consequence and time frame for the consequence to occur. If approved or denied by the supervisor, the sanction is reviewed by the States Attorney. They will approve or deny the sanction. If approved, the probation officer implements the sanction. If denied, the States Attorney will file a violation of probation petition and the minor will back in court.

The overall goal of this type of processing is to expedite a response for technical violations of the court and not have minor cases that will respond to sanctions in court. This will free up the court call for the courts to be able to focus on more serious cases. In addition, only the more serious offenses are held in custody and only until there is a finding of guilt and a plan can be implemented to safely transition them back to the community.

ADMINISTRATIVE OFFICE OF THE NINETEENTH JUDICIAL CIRCUIT



MARCI K. JUMISKO

Director

Administrative Services
18 North County Street
Waukegan, IL 60085-4359
TDD: 847.360.2975
Fax: 847.249.8442
Phone: 847.377.3809

JAMES K. BOORAS
Chief Judge

ROBERT A. ZASTANY
Executive Director

July 6, 2009

Honorable James K. Booras
Chief Judge
19th Judicial Circuit

Dear Judge Booras,

I am writing to request your support of an application for FFY 06 Juvenile Accountability Block Grant funding available through the Illinois Criminal Justice Information Authority to establish a pre-employment program for juvenile probationers. The juvenile probation division has developed a proposal that will meet youth needs in the important areas of basic job skills training and on-the-job experience.

The proposed pre-employment program will provide job training and paid internships for youth on probation through partnerships with several local employers and agencies. It is anticipated that training will be available in a variety of areas so that juvenile probationers can learn a trade or skill that will enhance their productivity and increase their knowledge and abilities needed to succeed in the future.

Please let me know if you have any questions about this program. Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Marci K. Jumisko".

Marci K. Jumisko



**CIRCUIT COURT
NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS**

18 North County St
Waukegan, IL 60085
(847) 377-4500
TDD (847) 360-2975

The Chambers Of
JAMES K. BOORAS
Chief Judge

July 8, 2009

Ms. Lajuana Murphy
JABG Pre-employment Program
Illinois Criminal Justice Information Authority
300 W. Adams Street, Suite 700
Chicago, IL 60606

Dear Ms. Murphy:

I am pleased to support Lake County's application for FFY 06 Juvenile Accountability Block Grant funding to establish a pre-employment program for juvenile probationers. The Nineteenth Judicial Circuit's juvenile probation division has developed a proposal that will meet the grant requirements; and, more importantly, youth needs in the important areas of basic job skills training and on-the-job experience.

The proposed pre-employment program will fill a gap in services currently provided to juvenile probation clients. While clients receive numerous services, there is very little available in the way of job training and paid internships for youth on probation. We have reached out to several local employers and agencies, such as the Youth Conservation Corps (YCC), regarding this program. YCC is willing to provide a number of juvenile probationers the opportunity to receive employment training through a variety of different programs in which juvenile probationers can learn a trade or skill that will enhance their productivity and increase their knowledge and abilities needed to succeed in the future. It is anticipated that similar opportunities will be provided by other area agencies and employers.

Thank you for the opportunity to apply for this funding. The pre-employment program will provide youth in the juvenile probation system with the skills and training needed to change their futures. This, in turn, will result in safer and more productive communities.

Sincerely,

A handwritten signature in black ink that reads "James K. Booras". The signature is stylized with a large, sweeping flourish at the end.

James K. Booras
Chief Judge

JKB/cfc

COORDINATED ENFORCEMENT PLAN (CEP)

This plan is developed by the JCEC as the overall plan for reducing juvenile crime in the local area. The plan is based on an analysis of juvenile justice system needs. The analysis should describe juvenile crime trends and problems and gaps that exist within the juvenile justice system. This analysis forms the basis for determining how funds used within the sixteen JABG purpose areas can achieve the greatest impact on reducing juvenile delinquency, most effectively improve the juvenile justice system, and increase accountability for juvenile offenders.

CEP's **must** consider the need for a broad range of prevention, intervention and treatment strategies designed to address the issues of community protection, accountability and/or competency development. Proposed programs and services should be developed and implemented through positive, collaborative relationships among police, juvenile court judges/probation officers, educators, juvenile justice agency officials, youth service providers and community leaders.

SECTION I - JUVENILE CRIME ENFORCEMENT COALITION BOARD

A. Plan Approval

Geographical Area Represented by the JCEC:

Lake County, Illinois

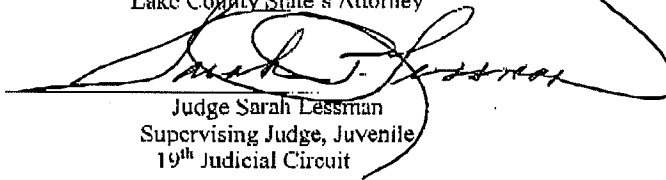
JCEC Approval of the Plan:



Michael J. Waller
Lake County State's Attorney

9-1-09

Date



Judge Sarah Lessman
Supervising Judge, Juvenile
19th Judicial Circuit

9/1/09

Date



Robert Cesar
Director, Juvenile Probation/Detention Services

9-1-09

Date

B. Board Members

The Lake County Juvenile Justice Council does not have a Board panel or specific titles within the council itself. The Council is comprised of several individuals from various aspects of the juvenile justice system, which include those required by JABG federal guidelines. A select representation along with their listed occupational titles is as follows:

	Representing	Member Name	Title	Phone Number
1.	Police	Robert Jones	Chief, Gurnee PD	847-244-8645
2.	Sheriff	Rick White	Sergeant, Lake Co. Sheriff Dept – Juvenile Div	847-377-4140
3.	Prosecutor	Michael J. Waller	Lake County State’s Attorney	847-377-3000
4.	Juvenile Court	Sarah Lessman	Supervising Judge- Juvenile, 19 th Judicial District	847-377-7979
5.	Probation Services	Robert Cesar	Director-Lake County Juvenile Court Services	847-377-7900
6.	Schools	Roycealee Wood	Regional Superintendent of School	847-543-7833
7.	Social Service Agency	Jean Mani	Public Service Administrator, DCFS	847-249-7800
8.	Victim Advocacy Organization	Brian McKenna	Community Services Specialist, Omni Youth Services	847-537-6677
9.	Other Group	Dennis Mudd	Chaplain	847-247-9173
10.		Jack Metcalf	Detective, Gurnee P.D / President Juvenile Officers Association	847-599-7093

SECTION II – ANALYSIS OF JUVENILE JUSTICE SYSTEM NEEDS

Synopsis of the analysis that was done of juvenile justice system needs. Identify juvenile crime trends and problems and gaps that exist within the juvenile justice system.

It is well established in scientific literature that prison inmates are, in general, less well educated and have fewer marketable job skills than the general population (Andrews and Bonta, 1994). As a result, providing youth with employment opportunities is a common strategy to discourage future delinquency and incarceration. Currently, there are many juvenile probationers who are in need of securing employment. Many of these youth do not have the skills or motivation to

secure and maintain employment. Many will find that employment will meet some of their court orders, including paying restitution, paying probation service fees, paying reimbursement and maintaining a positive activity. Work experience has also been shown to have a number of positive effects on adolescents including development of time and money management skills, guidance in making more realistic career decisions, and an understanding of employer expectations (MacKenzie, D. L., 2003) as cited by (McNelly, 1990; Meyer, 1988). Vocational training and employment programs are intended primarily to increase earnings. A second and more important objective, however is to improve residents' social and educational functioning (Ploeger, 1997).

On an individual level, the absence of employment leads to a breakdown of positive social bonds and increased criminal or delinquent activity. Based on our experience, youth who are in placement, whether in residential treatment, incarceration, substance abuse treatment and/or on probation, often lose opportunities to engage in developmental activities. These developmental activities can include vocational training, internships, and employment. It appears that most vocational training programs such as Job Corps, do not admit youth on probation or parole into their program. Therefore, there is a need to develop programs that will provide vocational training for juvenile probationers. Further, by educating youth to be better able to secure employment, youth's time will be structured and enable them to have a means to pay court ordered responsibilities such as restitution to the victim.

The JABG funds will allow the 19th Judicial Circuit Juvenile Probation/Detention Services the opportunity to expand its current job readiness program to juvenile probationers. The proposed job readiness program will serve as an intervention for 36 juvenile probationers to develop employment competencies. This program is designed to reconnect juvenile probationers with their communities in a healthy and positive way, thus reestablishing appropriate social bonds. When an individual feels a connection with their community they are less likely to commit new offenses. The JAB Grant will also allow the 19th Judicial Circuit Juvenile Probation/Detention Services the opportunity to strengthen community collaborations through the partnerships with: Youth Conservation Corps- year round and summer programs, Omni Youth Services, Medline Industries, Forever Construction, and College of Lake County.

SECTION III – GOALS & OBJECTIVES

Goal(s):

1. To educate juvenile probationers; allowing for the development of marketable job skills.
2. To discourage future delinquency and incarceration.
3. To provide juvenile probationers with needed employment
4. To improve juvenile probationer's social and educational functioning
5. To develop a program that will provide vocational training for juvenile probationers, giving them the opportunity to engage in developmental activities.

Objective(s):

1. To implement a job readiness training curriculum for juvenile probationers to build marketable skills.
2. To provide youth with employment opportunities to discourage future delinquency and incarceration.

SECTION IV – JABG PROGRAMS

The JABG purpose area(s) that will further the goals and objectives of the JCEC.

JABG Purpose Area: #11; Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies.

JABG Purpose Area:

Synopsis of program(s) that might be eligible for funding under JABG. Eligible programs must (1) address the identified need of the juvenile justice system in the area, (2) further the goals and objectives of the JCEC, and (3) are eligible for funding under one or more of the JABG purpose areas.

The Lake County Juvenile Justice Council along with Juvenile Court Services continue to seek alternative ways to encourage the implementation of accountability-based services and programs, while administering appropriate sanctions in the interest of early intervention and successful prosecution of juvenile delinquents.

Funding for the expansion of the 19th Judicial Court's Division of Juvenile Probation & Detention job readiness program (JABG Purpose Areas 11 & 15) will aid in the goals of accountability and juvenile courts and probation. The primary program objectives will be: (1) to implement a job readiness training curriculum for juvenile probationers to build marketable skills (2) to provide youth with employment opportunities to discourage future delinquency and incarceration (3) employment will allow juvenile probationers to meet some of their court orders, to include paying restitution, paying probation service fees, paying reimbursement (4) to participate in a positive activity which will improve juvenile probationer's social, educational, and developmental functioning thus decreasing the possibility of recidivism.

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

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

_____ Federal funds only

_____ Both federal and local matching funds

X 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: _____

Lake County Treasurer

18 N. County Street

Waukegan, IL 60085

ATTN: Marci Jumisko

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

Effective 05/03

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

**Implementing Agency: Lake County, IL
Agreement #: 506302**

	<u>SOURCE</u>	<u>AWARDED</u>	<u>BUDGETED</u>
Federal Amount:	Juvenile Accountability Block Grant (JABG) FFY 06	\$39,852.00	\$39,830
		Subtotal:	\$39,830
Match:	Lake County	\$4,428.00	\$4,426
		Subtotal:	\$4,426
Program Income:			\$0
		Subtotal:	\$0
Over Match:			\$0
		Subtotal:	\$0
	GRAND TOTAL	\$44,280.00	\$44,256

Budget & Budget Narrative Lake County, IL

Agreement# 506302

Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
Strong Interest Inventory: 30 x \$15	\$ -		\$ 405.00	\$ 45.00	\$ 450.00
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ 450.00

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

The Strong Interest Inventory® is an assessment tool that is one of the world's most widely respected and frequently used career planning tools. It will generate a list of the top 10 occupations the juvenile probationers will likely find most rewarding. Each survey instrument costs \$15. It is estimated that thirty youth will participate in this exercise as part of the grant-funded program, so 30 x \$15 = \$450.

Budget & Budget Narrative

Lake County, IL

Agreement#

506302

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Full-time option: \$8/hr x 40 hr/wk x 8 wks for 6 youth						\$ -	\$ -
\$15,360 + FICA \$1,175 = \$16,535					\$ 14,881.00	\$ 1,654.00	\$ 16,535.00
Other summer: \$8/hr x 25 hr/wk x 6 weeks x 12						\$ -	\$ -
\$14,400 + FICA \$1,102 = \$15,502					\$ 13,952.00	\$ 1,550.00	\$ 15,502.00
Other school yr: \$8/hr x 15 hr/wk x 6 wks x 12							\$ -
\$8,640 + FICA \$661 = \$9,301					\$ 8,371.00	\$ 930.00	\$ 9,301.00
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 37,204.00	\$ 4,134.00	\$ 41,338.00

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

(See Attached Budget Instructions)

The 19th Judicial Circuit intends to offer juvenile probationers a variety of work experiences in the areas of environmental education, construction of affordable homes, facility maintenance, and special interest areas such as photography. It is estimated that \$16,535 will be allocated to fund a full-time summer intership for six program participants with a partner agency (\$8/hr x 40 hr/wk x 8 weeks for six youth + FICA \$1,175).

Other summer internships have been allocated \$15,502 for 12 youth to participate in six-week programs. While employers have not been identified at this time, we have used the minimum wage and the hours per week and program duration guidelines in the grant announcement to develop this estimate (\$8/hr x 25 hr/wk x 6 weeks x 12 youth + FICA \$1,102).

It is also anticipated that 12 youth will participate in six-week internships during the school year at an estimated cost of \$9,301. While employers have not been identified at this time, we have used the minimum wage and the hours per week and program duration guidelines in the grant announcement to develop this estimate (\$8/hr x 15 hr/wk x 6 weeks x 12 youth + FICA \$661).

All of the contractual dollars identified above would be given to employers to pay the youth in the grant program.

Per the grant guidelines, 90% of expenses will be charged to the grant and 10% will be paid from the local match.

FRINGE BENEFIT WORKSHEET: Agreement #**506302**

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

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	9.450%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	17.100%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$2,108.00
TOTAL RATED FRINGE BENEFITS	\$360
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. (Please use figure from cell F-11 of Budget Detail)*	0.00
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$360

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



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, 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 of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Suzi Schmidt, County Board Chairman

Name and Title of Authorized Representative

Signature

Date

Lake County, IL

Name of Organization

18 N. County St., Wankegan, IL 60085

Address of Organization

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit
Initial Cash Request

On behalf of Lake County

I am requesting an initial cash request of \$ 1,155 as permitted in Interagency Agreement # 506302

Signature of Authorized Official

Date

County Board Chairman
Title

Juvenile Pre-Employment
Program Name

36-6006600
Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Requested Disbursal _____

FED/GR

Approved by: _____

Date _____

Date _____

Effective 05/03

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

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

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

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

OR

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

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
 - Print the name of the responsible official who is certifying to compliance and the name of the entity.
 - If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
 - Sign the certification.

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

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

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify) **JABG**

Grant Number: **506302**

Federal Grant Award Amount: \$ **39,852**

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

Address: **18 N. County St., Wanhook, IL 60085**

Contact Person: **Marci Jemisko**

Telephone #: **847.377.3809**

Fax #: **847.249.8442**

E-mail address: **mjemisko@lakecountyil.gov**

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

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

Check all of the following that apply:

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

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

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

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

Human Resources of Lake County

[agency/organization name], at **18 N. County St.,**
Wanhook, IL 60085 [address]

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

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify) **JABG**

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

Address: **18 N. County St, Waukegan, IL 60085**

Contact Person: **Marci Sumisko**

Telephone #: **847.377.3809** Fax #: **847.249.8442** E-mail address: **msumisko@lakecountyil.gov**

Grant Number/Contract Name: **506302/Juvenile Pre-employment Program**

Certification Statement:

I, **Suzi Schmitt** [Responsible Official], certify to the following statements:

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

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

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

Check the following item(s) that apply:

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

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

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

[Signature of Responsible Official]

[Title]

[Date]