

**PROGRAM TITLE:** Multi-Jurisdictional Drug Prosecution Program

**AGREEMENT NUMBER:** 809123

**PREVIOUS AGREEMENT NUMBER(S):** N/A

**ESTIMATED START DATE:** October 1, 2010

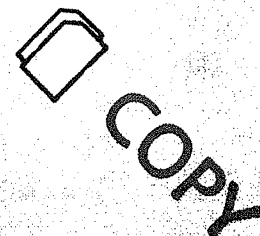
**SOURCES OF PROGRAM FUNDING:**

*FUND FFY09 ARRA/JAG Funds:* \$204,858.00

*Matching Funds:* \$0.00

*Over-Matching Funds:* \$127,833.00

**Total:** \$332,691.00



**IMPLEMENTING AGENCY:** Lake County

**ADDRESS:** 18 N. County Street, 4<sup>th</sup> Floor  
Waukegan, IL 60085-4304

**FEDERAL EMPLOYER IDENTIFICATION NUMBER:** 36-6006600

**DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Implementing Agency) and CCR Registration Expiration Date:** 074591652  
4DC33  
March 10, 2011

**DATA UNIVERSAL NUMBERING SYSTEM NUMBER (Program Agency) and CCR Registration Expiration Date:** 932384696  
5BTB9  
April 21, 2011

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INTERAGENCY AGREEMENT

American Recovery and Reinvestment Act of 2009

Edward Byrne Memorial Justice Assistance Grant 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 the Lake County on behalf of the Lake County State's Attorney, hereinafter referred to as the "Implementing Agency," with its principal offices at 18 N. County Street, 4<sup>th</sup> floor, Waukegan, Illinois 60085, for implementation of the Multi-Jurisdictional Drug Prosecution Program.

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

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

**WHEREAS**, the American Recovery and Reinvestment Act (Recovery Act) of 2009, a one time source funding, has obligated funds for the Justice Assistance Grants, and

**WHEREAS**, pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program the Authority, names the following purpose areas as the focus of the American Recovery and Reinvestment Act Edward Byrne Memorial Justice Assistance Grant (JAG) Program for federal fiscal year 2009:

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

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

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

**SECTION 1. DEFINITIONS**

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY  
Federal and State Grants Unit*

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

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

The period of performance of this agreement shall be from October 1, 2010 through September 30, 2011.

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

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

## **SECTION 3. COMMENCEMENT OF PERFORMANCE**

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

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

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

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

## **SECTION 4. PAYMENT**

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

The maximum amount of federal funds payable under this agreement is \$204,858.00.

The Implementing Agency must provide for the deposit of federal and matching funds into a bank account in the name of the Implementing Agency. Federal funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the federal and matching funds for each award are accounted for separately.

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

No Match shall be required for JAG Recovery Act funds, since the Authority Board approved a waiver of the match requirement for these funds.

#### **SECTION 6. PROGRAM DESCRIPTION AND BUDGET**

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

#### **SECTION 7. EXHIBITS**

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

#### **SECTION 8. NON-SUPPLANTATION**

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

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

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

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

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the

Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

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

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

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

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

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

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

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement. In addition, the Implementing Agency understands and agrees that the Department of Justice (DOJ), including the Office of Justice Programs (OJP), Office of the Inspector General (OIG) and its representatives, and the Government Accountability Office (GAO) are authorized to interview any officer or employee of the Implementing Agency regarding transactions related to the Recovery Act Award. Furthermore, DOJ and GAO are authorized to interview subgrantees, contractors and subcontractors regarding transactions related to this award.

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

#### **SECTION 13. INSPECTION AND AUDIT**

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

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

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

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

#### **SECTION 14. CLOSE-OUT REQUIREMENTS**

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

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

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

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

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

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

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

#### **SECTION 16. ASSIGNMENT**

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

#### **SECTION 17. SUBCONTRACTING**

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

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

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

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

#### **SECTION 18. INDEPENDENT CONTRACTOR**

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

#### **SECTION 19. EQUIPMENT REQUIREMENTS**

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

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

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

#### **SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS**

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

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

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



## SECTION 21. INFORMATION SHARING

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

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal, Common, Justice, etc.*) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.
2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
5. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

## SECTION 22. CONFLICT OF INTEREST

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

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

## SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

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

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).

- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
  - The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994
- OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)
- OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)
- OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
  - National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
  - Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
  - Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
  - Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.

- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

#### **SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION**

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy

Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 21 of this agreement.

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

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency 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 BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

#### **SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM**

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 26. NONDISCRIMINATION**

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

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

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

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 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 27. CONFIDENTIALITY OF INFORMATION**

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

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

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

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

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

department or agency.

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

**SECTION 29. CERTIFICATION REGARDING LOBBYING.**

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

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

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

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

**SECTION 31. DRUG FREE WORKPLACE CERTIFICATION**

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

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

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

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

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

**SECTION 32. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**



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

### **SECTION 33. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

### **SECTION 34. DISPOSITION REPORTING**

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

### **SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

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

### **SECTION 36. STATEMENTS, PRESS RELEASES, ETC.**

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

### **SECTION 37. COPYRIGHTS, PATENTS**

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

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

### **SECTION 38. PUBLICATIONS**

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2009-SU-B9-0055, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

### SECTION 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: Lake County

Taxpayer Identification Number:

Employer Identification Number: 36-6006600

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

Legal Status (check one):

Individual

Governmental

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

#### SECTION 40. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.803 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant (2009) Grant Program SU-B9-0055. Grant Award Year: Federal Fiscal Year 2009

#### SECTION 41. TRANSPARENCY ACT COMPLIANCE

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

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

Implementing Agency's DUNS Number: **074591652**

Program Agency's DUNS Number: **9322384696**

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](http://www.ccr.gov) or by calling 1-888-227-2423.

The Implementing Agency's CCR registration is valid until: **March 10, 2011**

The Program Agency's CCR registration is valid until: **April 21, 2011**

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: 5BTB9

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

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

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

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

#### **SECTION 43. REQUIRED ACTIVITES FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES**

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

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

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

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

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

methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

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

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

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

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

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

#### **SECTION 46. INTEGRATION**

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

or restrict the express provisions of this agreement.

#### **SECTION 47. SEVERABILITY**

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

#### **SECTION 48. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

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

#### **SECTION 49. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 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 50. 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 200  
Chicago, IL 60606

Phone: 312- 793-8550

#### **SECTION 51. RECOVERY ACT SPECIAL CONDITION- SEPARATE TRACKING AND REPORTING**

The Implementing Agency agrees to track, account for and report separately on Recovery Act funds (including specific outcomes and benefits attributable to Recovery Act funds) from all other funds, including other DOJ funds awarded for the same or similar purposes. In addition, the Implementing Agency's accounting system must ensure that award money is not commingled with funds from any other source. Recovery Act funds may be used in conjunction with other funds as necessary to complete projects, but tracking and reporting of the Recovery Act Funds must be separate. Furthermore, all personnel whose activities are charged to the grant shall maintain separate timesheets to document hours worked for activities related to this award and non-award related activities.

#### **SECTION 52. RECOVERY ACT SPECIAL CONDITION-RECOVERY ACT REPORTING**

The reporting elements and requirements listed here are in addition to those requirements listed in Section 11. If agreement calls for the use of contractors, subcontractors or subgrantees, the Implementing Agency shall gather from same the required data elements, listed below, and shall submit these reports as part of its own report.

The Authority shall supply a separate and distinct reporting form, for the Recovery Act reporting requirements. The form shall be submitted to the Implementing Agency's assigned grant monitor by e-mail within five (5) days of the end of the month. If the Authority develops a secured, web-based reporting system, the Implementing Agency shall report by use of this web-based system.

The Implementing Agency agrees to report on the following elements:

- 1) The total amount of recovery funds received under the grant;
- 2) The amount of recovery funds that were expended on projects and activities;
- 3) The amount of recovery funds that were obligated on projects and activities;
- 4) A detailed list of all projects and activities in which funds were either expended or obligated and the details



shall include:

- A. The name of the project or activity;
- B. A description of the activity;
- C. An evaluation of the completion status of the project or activity, and;
- D. An estimate of the number of jobs created and/or jobs retained by the project or activity.

Failure to meet the reporting dates established for this report shall result in the "freezing" of all Recovery Act funds.

**SECTION 53. RECOVERY ACT SPECIAL CONDITIONS- REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

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

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

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

Phone: 312- 793-8550

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

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

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

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

**SECTION 54. RECOVERY ACT SPECIAL CONDITIONS- WHISTLEBLOWERS PROTECTION**

The Implementing Agency understands that the Recovery Act provides certain protections against reprisals for employees of non-federal employers who disclose information believed to be evidence of gross mismanagement, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

**SECTION 55. RECOVERY ACT SPECIAL CONDITIONS – MISUSE OF FUNDS**

The Implementing Agency agrees and understands that the misuse of funds may result in a range of penalties, including ,but , not limited to, suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under the award, and other civil and/or criminal penalties.

**SECTION 56. RECOVERY ACT SPECIAL CONDITIONS- ONE-TIME FUNDING**

The Implementing Agency understands and agrees that awards under the Recovery Act shall be one-time awards and accordingly that its proposed project activities or expansion of project activities and deliverables are to be accomplished without additional Authority funding.

**SECTION 57. RECOVERY ACT SPECIAL CONDITIONS- CONFLICT WITH OTHER STANDARD TERMS AND CONDITIONS**

The Implementing Agency understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the Recovery Act (Public Law 111-5). Implementing Agency shall be responsible for contacting it's grant managers for any needed clarifications.

**SECTION 58. RECOVERY ACT SPECIAL CONDITIONS- ADDITIONAL REQUIREMENTS AND GUIDANCE**

The Implementing Agency agrees to comply with any modifications or additional requirements that may be imposed by law and future Office of Justice Programs guidance or clarification of the Recovery Act.

**SECTION 59. USE OF FUNDS**

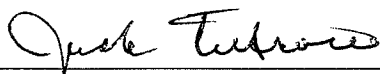
Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

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

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

**SECTION 60. ACCEPTANCE & CERTIFICATION**

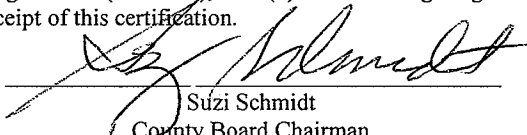
The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

  
\_\_\_\_\_  
Jack Cutrone  
Executive Director  
Illinois Criminal Justice Information Authority

10/13/10  
Date

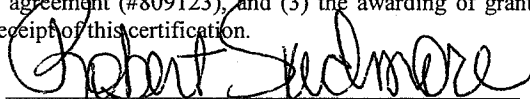
AJT  
10/6/10

I, Suzi Schmidt, County Board Chairman, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement (#809123) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (#809123), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Suzi Schmidt  
County Board Chairman  
Lake County

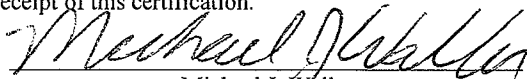
10-6-10  
Date

I, Robert Skidmore, Lake County Treasurer, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement (#809123) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (#809123), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Robert Skidmore  
Lake County Treasurer

9-30-10  
Date

I, Michael J. Waller, Lake County State's Attorney, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement (#809123) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (#809123), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

  
\_\_\_\_\_  
Michael J. Waller  
Lake County State's Attorney

9-30-10  
Date

## FISCAL INFORMATION SHEET

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

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 300 West Adams, Suite #700, Chicago, Illinois 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of Lake  
Implementing Agency's FEIN #: 36-6006600 Agreement #: 809123  
Program Agency: Lake County State's Attorney's Office  
Program Title: Multi-Jurisdictional Drug Prosecutions Program

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

Name: Susannah Huber  
Title: Executive Legal Assistant  
Agency: Lake County State's Attorney's Office  
Address: 18 N. County Street, 4<sup>th</sup> Floor, Waukegan IL 60085  
Phone: (847) 377-3040 Fax: (847) 360-1538

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

Name: Tiffany Cress / Susannah Huber  
Title: Paralegal / Executive Legal Assistant  
Agency: Lake County State's Attorney's Office  
Address: 18 N. County Street, 4<sup>th</sup> Floor, Waukegan IL 60085  
Phone: (847) 377-3040 Fax: (847) 360-1538

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

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 State's Attorney's Office

18 N. County Street, 4<sup>th</sup> Floor

Waukegan, IL 60085

ATTN: \_\_\_\_\_

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

County of Lake

Effective 05/03

U:\WPDATA\EXEC\lss1h\GRANT - DRUG MultiJurisdictional\2011#809123 Oct 10-Sep11 ARRA\809123 Execution\809123 Fiscal Information Sheet.doc

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

Grant Program (circle applicable grant program): **RECOVERY: JAG**

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

Address: **18 N. County Street, 10<sup>th</sup> Floor  
Waukegan, Illinois 60085**

Contact Person: **Suzi Schmidt**

Telephone #: (847) 377-2300

Fax #:

E-mail address: [sschmidt@lakecountyil.gov](mailto:sschmidt@lakecountyil.gov)

Grant Number/Contract Name: **#809123 Multi-Jurisdictional Drug Prosecution Program**

**Certification Statement:**

I, **Suzi Schmidt** [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>)*

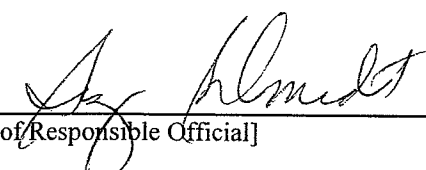
In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, 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

  
\_\_\_\_\_  
Signature of [Responsible Official]

**Lake County Board Chair**  
\_\_\_\_\_  
[Title]

**September 13, 2010**  
\_\_\_\_\_  
[Date]

**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**

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

Grant Program (circle applicable federal grant program): **RECOVERY: JAG**

Grant Number: **809123** Federal Grant Award Amount: **\$204,858**

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

Address: **18 North County Street, 10<sup>th</sup> Floor  
Waukegan, Illinois 60085**

Contact Person: **Suzi Schmidt**

Telephone #: **(847) 377-2300**

Fax #:

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

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

\_\_\_\_\_  
[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):

**Suzi Schmidt**

\_\_\_\_\_  
[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

**Lake County Department of Human Resources**

\_\_\_\_\_, at

**18 North County St., Waukegan, Illinois 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 awards 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]

**Suzi Schmidt, Lake County Board Chairman**

\_\_\_\_\_  
[Print Name and Title]

**9/13/10**

\_\_\_\_\_  
[Date]

**CIVIL RIGHTS COMPLIANCE CERTIFICATION**

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program): **RECOVERY : JAG**

Grantee/Organization Name (hereafter referred to as the "Entity: **Lake County State's Attorney**

Address: 18 N. County Street, 4<sup>th</sup> Floor  
Waukegan, Illinois 60085

Contact Person: Suzanne Willett

Telephone #: (847) 377-3000

Fax #: (847) 360-1538

E-mail address: swillett@lakecountyil.gov

Grant Number/Contract Name: **809123 Multi-Jurisdictional Drug Prosecutions Program**

**Certification Statement:**

I, Michael J. Waller [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]

Lake County State's Attorney  
\_\_\_\_\_  
[Title]

September 13<sup>th</sup>, 2010  
\_\_\_\_\_  
[Date]



**EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION**

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

Grant Program (circle applicable federal grant program): **RECOVERY: JAG**

Grant Number: **809123**

Federal Grant Award Amount: **\$204,858**

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

Address: **18 North County – Waukegan, Illinois 60085**

Contact Person: **Suzanne Willett**

Telephone #: **(847) 377-3000**

Fax #: **(847) 360-1538**

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

**SECTION A. CERTIFICATION (EEOP NOT REQUIRED)**

\_\_\_\_\_[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):

**Michael J. Waller**

\_\_\_\_\_[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

**Lake County State's Attorneys Office**

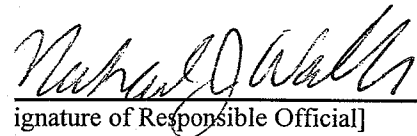
\_\_\_\_\_[agency/organization name], at

**18 North County St., Waukegan, Illinois 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]

**Michael J. Waller, Lake County State's Attorney**

\_\_\_\_\_[Print Name and Title]

**9/13/2010**

\_\_\_\_\_[Date]



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

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

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

### 1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Grantee Name and Address:

LAKE COUNTY STATE'S ATTORNEY'S OFFICE 18 N. COUNTY STREET, WAUKEGAN, IL 60085  
4TH FLOOR

2. Application Number and/or Project Name

3. Grantee IRS/Vendor Number

809123 MULTIJURISDICTIONAL DRUG PROSECUTIONS

36-6006600

4. Typed Name and Title of Authorized Representative

MICHAEL J. WALLER, LAKE COUNTY STATE'S ATTORNEY

5. Signature

6. Date

x Michael J Waller

SEPTEMBER 15, 2010

**PROGRAM NAME: Multi-jurisdictional Drug Prosecution Program**  
**PROGRAM AGENCY: Lake County State's Attorney's Office**  
**EXHIBIT A: PROGRAM NARRATIVE**  
**AGREEMENT NUMBER #809123**

- I. **SUMMARY OF PROGRAM**
- II. **STATEMENT OF PROBLEM**
- III. **GOALS, OBJECTIVES, and PERFORMANCE INDICATORS**
- IV. **PROGRAM STRATEGIES**
- V. **IMPLEMENTATION SCHEDULE**

I. **SUMMARY**

The Byrne funding of the Lake County State's Attorney's Office Drug Prosecution Division provides partial funding for four of the six assistant state's attorneys in the division, an investigator, two secretaries and one paralegal. The experienced Drug Division team concentrates its efforts on increasing conviction rates of drug offenders, impeding the operations of the drug offenders financially by increasing forfeiture of drug-related assets, and ensuring that pre-arrest strategy and operations are coordinated for the best result. The Division also works with the Illinois Attorney General's Office for offenses and conspiracies which cross county lines.

The trend from past years continues to reflect an overall increase in every aspect of drug prosecutions. Search warrants, surveillance overhears, and other means of investigation are now customary parts of drug enforcement. There has been a sharp increase in pre-arrest use of confidential informants and long-term strategy involving those informants. Along with that, the Drug Prosecutions

Division has become an integral part of that pre-arrest investigation process, including assisting law enforcement officers in matters of drug enforcement strategy from a legal and law enforcement perspective. The Division encourages agencies to contact us well before prospective arrests to develop an effective strategy for prosecution, particularly when the drug dealer is selling to an undercover agent. Both federal and state law enforcement agencies frequently contact the Division regarding a variety of issues to work together, including the use of certain targeted defendants as informants. Additionally, the Division is contacted regarding informants whose risk on the street is comparatively minimal as well as for those who carry a great deal of risk and forethought. This is especially important in infiltrating certain gang areas forbidden to all those unaffiliated with that gang.

## **II. STATEMENT OF PROBLEM**

Cocaine - both powder and rock form - continues to be the major illegal drug which is transported, sold, and delivered in Lake County. Statistics from local law enforcement agencies show a continued increase in the sale and use of cocaine. The State's Attorney's Office initiated 349 cocaine cases during the period of July 1, 2009 through June 30, 2010.

Crack cocaine, the derivative of cocaine, continues to be a major problem. Lake County crack cocaine dealers continue to stop at nothing to ensure that drug profits remain stable. These drug dealers employ counter-surveillance, barricades, vicious animals, and other sophisticated electronic devices to protect their trade. Crack cocaine continues to be attractive to the user, lucrative for the dealer, and an increasing problem for local law enforcement agencies.

Crack cocaine continues to :

- \* be cheap for users
- \* provide a higher profit for dealers
- \* have street gangs as the principal distributors
- \* provide a foothold for gangs
- \* increase open air drug markets
- \* increase the negative effects of illegal drugs on the community
- \* increase territorial conflicts and the associated violence
- \* provide a greater flexibility in the drug traffickers operation

The crack cocaine problem is in areas throughout the county. The cities of Waukegan, Zion, and North Chicago are the areas hit the heaviest by the open-air drug markets and crack cocaine problem.

Cannabis is the second drug of choice in the Lake County area, with the State's Attorney's Office initiating 150 felony cannabis cases during the period of July 1, 2009 through June 30, 2010.

Heroin and LSD are still present and remain a problem with the State's Attorney's Office initiating 73 cases involving these drugs during the period of July 1, 2009 through June 30, 2010. Of special note, Heroin is making a strong comeback as a popular, inexpensive and potent drug in Lake County. In some aspects one street dose of heroin is often less expensive than a six pack of beer. Heroin is becoming a premiere drug of choice across the board, and unlike the 1960s and 70s is no longer specific to gender, race or a social economic class.

Lake County continues to have a significant amount of heroin related cases and arrests. In just the last six months alone (January 2, 2010 to June 28, 2010), Lake County has recorded 92 heroin related arrests. Heroin related deaths continue to be a problem.

Additionally, Lake County has had continued trafficking of designer drugs including *Gamma-Hydroxybutyric* (GHB) and *Methylenedioxymethamphetamine* (commonly known as *Ecstasy*), MDMA, as well as pharmaceutical drugs, with the Division initiating 100 designer drug and pharmaceutical drug related cases.

However, these drugs are not yet as prevalent as cocaine, which remains the controlled substance of choice in Lake County.

Active participation by street gangs in the distribution of drugs in the county continues to rise. Their presence continues to be a major concern of law enforcement. The Division's participation with the Lake County Met and the Waukegan Police Department's Neighborhood Enforcement Team (NET), display the cooperative effort of law enforcement and the Division in investigating and prosecuting the most serious offenders.

### **III. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS**

The goal of the Lake County Drug Prosecutions Division for agreement #809123 is to improve the quality of multi-jurisdictional prosecutions of drug offenders. In order to achieve this goal, the Division will pursue the following objectives:

**Objective 1** - To continue to develop the coordinated effort between the Division and the Lake County Metropolitan Enforcement Group (LCMEG), in pre-arrest investigations and operations through

the presentation of two training seminars to Lake County Metropolitan Enforcement Group on various arrest, search and seizure, and forfeiture procedures.

**Performance Indicator** - The number of training seminars presented by the Division to the Lake County Metropolitan Enforcement Group

**Objective 2** - The Division will continue to develop programs and strategies in implementing a pre-arrest prosecution techniques in which law enforcement agents' work with the Division in determining the best course of action for a particular case. Members of the Division will participate in 12 search warrant executions, buy-busts, confidential informant selection and interviews, and other investigations to insure correct pre-arrest techniques are being utilized.

**Performance Indicator** - The number of pre-arrest activities participated in by members of the Division.

**Objective 3** - To maintain the number of Lake County Metropolitan Enforcement Group felony drug convictions obtained under agreement #809123.

**Performance Indicator** - The percentage of convictions for the current year's agreement with that of agreement #407023.

#### **IV. PROGRAM STRATEGY**

To achieve its goal and objectives, the Division requires a staff of experienced and trained professionals, including five attorneys, two secretaries, a paralegal, and an investigator, dedicated to drug prosecutions. The monies received from the Byrne Fund will provide the resources needed to accomplish the Division's goal of continuing and improving the quality of multi-jurisdictional



prosecution of drug offenders.

The Division firmly believes that a successful prosecution of a drug offender begins not at arrest, but when the investigation is initiated. Therefore, the Division is continuing with a pro-active approach to investigation and prosecution. By having Division involvement in various aspects of a drug investigation (tailored to each individual situation), law enforcement agencies can work with the Division to ensure that the investigation progresses in a manner, which avoids legal pitfalls and provides the strongest evidence to support a successful prosecution. The Division Chief and Division investigator are always available to assist law enforcement agencies whenever needed.

Further, the Division will coordinate, plan, and implement a series of presentations and training seminars for local law enforcement agencies. These seminars will focus on evolving legal issues in drug enforcement, including arrest, search and seizure, and asset forfeiture proceedings. This will assist local law enforcement in becoming further proficient in conducting investigations, which in turn leads to obtaining strong evidence to support drug prosecutions both in defending the underlying search and seizure and providing sufficient evidence to support prosecution beyond a reasonable doubt. One way the Lake County State's Attorney's Office is helping to combat the increasing prevalence, trafficking, overdoses and deaths related to heroin are to educate law enforcement officers. The Drug Supervisor and investigator have partnered with other law enforcement agencies, putting on drug awareness training classes for first (patrol) responders.

**V. IMPLEMENTATION SCHEDULE**

<b>Task</b>	<b>Date Begun</b>	<b>Date Completed</b>	<b>Personnel Responsible</b>
Maintain Conviction Rate	Month 1	Month 12	ASAs
Training Seminars	Month 1	Month 12	Division Chief, Investigator
Coordinate Investigations (Search Warrants, Overhears)	Month 1	Month 12	Division Chief, Investigator

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

**Implementing Agency: Lake County  
Agreement #: 809123**

	<u>SOURCE</u>	<u>AMOUNT</u>
<b>Federal Amount:</b>	ARRA JAG FFY 09 Funds	<b>\$204,858.00</b>
	Subtotal:	<b>\$204,858.00</b>
<b>Match:</b>		<b>\$0.00</b>
	Subtotal:	<b>\$0.00</b>
<b>Over Match:</b>	Lake County	<b>\$127,833.00</b>
	Subtotal:	<b>\$127,833.00</b>
	<b>GRAND TOTAL</b>	<b>\$332,691.00</b>

<b>PERSONNEL SERVICES</b>	<b>Job Title</b>	<b>Annual Salary</b>	<b># Months On Program</b>	<b>% Time On Program</b>	<b>Federal Amount</b>	<b>OverMatch Contribution</b>	<b>Total Cost</b>
ASA: Division Chief		\$ 109,122.00	12	91%	\$ 87,298.00	\$ 12,004.00	\$ 99,302.00
Principal ASA		\$ 82,222.00	12	91%	\$ 65,777.00	\$ 9,044.00	\$ 74,821.00
Investigator		\$ 66,945.00	12	91%	\$ 51,783.00	\$ 9,136.00	\$ 60,919.00
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
<b>Total FTE</b>			<b>2.73</b>		\$ -	\$ -	\$ -
		<b>Total Salary</b>			\$ 204,858.00	\$ 30,184.00	\$ 235,042.00
		Fringe Benefits (Use figure from Fringe Benefit Worksheet)			\$ -	\$ 97,649.00	\$ 97,649.00
		<b>TOTAL PERSONNEL SERVICES</b>			\$ 204,858.00	\$ 127,833.00	\$ 332,691.00

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

\*ASA = Assistant State's Attorney

The Drug Prosecution/Asset Forfeiture Division chief's salary is based on a 40 hour work week. The biweekly rate for the grant period is \$4,196.99. The Division Chief's assignment to grant activities is 91%, including 80% funded by federal grant funds and 11% funded by overmatch (since no match is required but we agree to continue past practice of contributing \$30,000 in match). The fringe benefits associated with the assigned portion of the Division Chief's time will be paid by overmatch. (\$4,196.99 x 26weeks = \$109,121.74 rounded off to \$109,122.00).

The Drug Prosecution/Asset Forfeiture Division ASA's salary is based on a 40 hour work week. This ASA's biweekly rate for the grant is \$3,162.37. The ASA's assignment to grant activities is 91%, including 80% funded by federal grant funds and 11% funded by overmatch (since no match is required but we agree to continue past practice of contributing \$30,000 in match). The fringe benefits associated with the assigned portion of the ASA's time will be paid by overmatch. (\$3,162.37 x 26weeks = \$82,221.62 rounded off to \$82,222.00)

The Drug Prosecution/Asset Forfeiture Investigator's salary is based on a 40 hour work week. The biweekly rate for the grant period is \$2,574.80. The Investigator's assignment to grant activities is 91%, including 80% funded by federal grant funds and 11% funded by overmatch (since no match is required but we agree to continue past practice of contributing \$30,000 in match). The fringe benefits associated with the assigned portion of the Investigator's time will be paid by overmatch. (\$2,574.80 x 26weeks = \$66,944.80 rounded off to \$66,945.00).

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

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

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

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

TRAVEL Items	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
<b>TOTAL TRAVEL COST</b>				\$ -	\$ -	\$ -

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

(See Attached Budget Instructions)

RECOVERY: JAG

Budget & Budget Narrative

Lake County

Agreement#

809123

CONTRACTUAL Items	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
N/A	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
<b>TOTAL CONTRACTUAL COST</b>							
					\$ -	\$ -	\$ -

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



	Federal Amount	Match Contribution	Total Cost
<b>GRAND TOTAL</b>			
PERSONNEL SERVICES	\$ 204,858.00	\$ 127,833.00	\$ 332,691.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ -	\$ -	\$ -
<b>TOTAL COST</b>	\$ 204,858.00	\$ 127,833.00	\$ 332,691.00

All procurements must be competitive

**FRINGE BENEFIT WORKSHEET: Agreement # 809123**

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

<b>RATED FRINGE BENEFITS</b>	<b>Rate as % of Salary</b>
FICA	7.650%
LIABILITY	3.240%
RETIREMENT/PENSION	11.440%
WORKER'S COMP	3.400%
Other (Specify)	
Total % Fringe Rate	<b>25.730%</b>
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$235,042.00
<b>TOTAL RATED FRINGE BENEFITS</b>	<b>\$60,476</b>
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$ per FTE</b>
HEALTH/LIFE/DENTAL (average between 3 assigned employees)	\$13,481.28
UNEMPLOYMENT	\$135.00
Total Flat Rate Fringe	<b>\$13,616.28</b>
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	2.73
<b>FLAT RATE FRINGE BENEFITS</b>	<b>\$37,172</b>
<b>TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)</b>	<b>\$97,649</b>

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

**Implementing Agency: Lake County  
Program Agency: Lake County State's Attorney's Office  
AGREEMENT #809123**

**EXHIBIT B: BUDGET NARRATIVE**

**Personnel**

To maintain our efforts and drug prosecutions in a coordinated manner, the Lake County State's Attorney requests funds to retain two experienced Assistant State's Attorneys and a trained police investigator. These three positions will be used for drug investigations and prosecutions. Each member of the staff will be assigned 91% of their time to specific duties under the program. Staffing allocations are based on drug statistics for previous years and current drug prosecutions, and are also based on the amount of funding allocated by the grant.

Fringe benefits include health, life, and dental insurance, workman's compensation, unemployment compensation, liability, FICA, social security, and retirement. Rates are as follows:

Liability	3.240%
Workman's Comp	0.340%
Unemployment Comp	\$135 flat rate
Health/Dental/Life	\$13,481.28/person ave.
FICA	7.65%
IMRF	11.44%

Liability insurance is required of all county employees and includes malpractice, auto liability, and general liability.

Grant funds will be tracked through a separate management center in the General Fund, and will be audited by an independent CPA firm at the County's expense.

**EQUIPMENT: N/A**

**COMMODITIES: N/A**

**TRAVEL: N/A**

**CONTRACTUAL: N/A**