



**ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

April 6, 2010

Susannah Huber
Grant Monitor
Lake County State's Attorneys Office
18 N. County Street
Waukegan, IL 60085

Dear Ms. Huber:

Enclosed is your copy of Interagency Agreement # 508002 between your office and the Authority for the implementation of the Juvenile Court Services- Hiring of Prosecutors Program.

Both Fiscal and Progress reports are required on a quarterly basis no later than the 15th of the month following the quarter being reported.

If you have any questions, please feel free to contact me at (312) 793-1303 or by email at lajuana.murphy@@illinois.gov.

Sincerely,

Lajuana Murphy

Lajuana Murphy
Federal and State Grants Unit
Encls

CC: MF# 508002

PROGRAM TITLE: Juvenile Court Services – Hiring of Prosecutors

AGREEMENT NUMBER: 508002

PREVIOUS AGREEMENT NUMBER(S): 507002, 506002, 505002, 504002, 503002

ESTIMATED START DATE: February 1, 2010

SOURCES OF PROGRAM FUNDING:

JUVENILE COURT SERVICES FFY 08 Funds: \$ 25,452

Matching Funds: \$ 2,828

Over-Matching Funds: \$ 15,573

Total: \$ 43,853

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

ADDRESS: 18 N. County Street
Waukegan, IL 60085

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 36-6006600

IMPLEMENTING AGENCY DUNS #: 074591652

CCR EXPIRATION DATE: 12/14/2010

IMPLEMENTING AGENCY DUNS #: 932384696

CAGE CODE: 4DC33

AUTHORIZED OFFICIAL: Suzi Schmidt

TITLE: County Board Chairman

TELEPHONE: (847) 377-2300

PROGRAM FINANCIAL OFFICER: Robert Skidmore

TITLE: County Treasurer

TELEPHONE: (847) 377-2323

PROGRAM AGENCY: Lake County State's Attorney's Office

ADDRESS: 18 N. County Street
Waukegan, IL 60085

PROGRAM AGENCY DUNS #: 932384696

CCR EXPIRATION DATE: 5/20/2010

PROGRAM AGENCY DUNS #:

CAGE CODE: 5BTB9

PROGRAM DIRECTOR: Claudia Kasten

TITLE: Chief, Juvenile Trial Division

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FISCAL CONTACT PERSON: Teri White

AGENCY: Lake County State's Attorney's Office

TITLE: Chief Deputy, Administrative Services Division

TELEPHONE: (847) 377-3049

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E-MAIL: twhite@lakecountyyil.gov

PROGRAM CONTACT PERSON: Claudia Kasten

TITLE: Chief, Juvenile Trial Division

INTERAGENCY AGREEMENT

Juvenile Accountability Block Grants Program

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and Lake County on behalf of the Lake County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 18 N. County Street, Waukegan Illinois 60085 for implementation of the Juvenile Accountability Block Grants (JABG) Program.

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

WHEREAS, the Authority has been designated as the state agency to administer JABG Program funds received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) pursuant to Federal Public Laws, and enters into interagency agreements with units of state and local government for the use of these JABG Program funds; and

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS / DESCRIPTIONS

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

the greatest impact on reducing juvenile delinquency, improving the juvenile justice system, and increasing accountability for juvenile offenders.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from February 1, 2010 through January 31, 2011.

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$ 25,452.00 and is dependent on the expenditure of matching funds as described in this agreement, Exhibit B, and Implementing Agency's CEP, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

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

SECTION 5. MATCH

Federal funds from the JABG Program may be used to pay up to 90 percent of the costs described in Implementing Agency's CEP and Exhibit A. If the Implementing Agency will be using funds to construct a permanent juvenile corrections facility, the Implementing Agency must provide at least 50 percent of the total cost of the project. The Implementing Agency must provide the remaining nonfederal share in the form of cash match. Matching funds must be in addition to funds that would otherwise be made available for the program or project. Failure of the Implementing Agency to provide a cash match in the amount of at least \$2,828.00 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

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

SECTION 6. EXPENDITURES – FEDERAL FUNDS AND MATCH

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

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

SECTION 7. NON-SUPPLANTATION

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

SECTION 8. COORDINATED ENFORCEMENT PLAN FOR REDUCING JUVENILE CRIME

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

SECTION 9. PROGRAM DESCRIPTION, BUDGET EXHIBITS AND AMENDMENTS

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

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

SECTION 10. OBLIGATIONAL LIMITATION

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

SECTION 11. PROGRAM INCOME

All income, including income resulting from interest, generated as a direct result of the program described in Implementing Agency's CEP and Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. The Implementing Agency may retain program income for any purpose that furthers the objectives of the JABG Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 12. FINANCIAL CAPABILITY

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

SECTION 13. REPORTING AND EVALUATION REQUIREMENTS

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

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

SECTION 14. MAINTENANCE OF RECORDS

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

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

SECTION 15. CLOSE-OUT REQUIREMENTS

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

SECTION 16. INSPECTION AND AUDIT

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

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

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 13 and all other program activity.

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

SECTION 17. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

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

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

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

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

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

SECTION 18. SUBCONTRACTING

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

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

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

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

SECTION 19. ASSIGNMENT

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

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

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

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

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

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

SECTION 22. CONFLICTS OF INTEREST

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

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

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

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

- The Fiscal Year 2004 Appropriations Act, Juvenile Accountability Incentive Block Grants Program Guidance Manual, Version 3.0 (September 2000) and any future JABG Program Guidance Manuals, and Juvenile Accountability Incentive Block Grants Regulations (28 CFR Part 31).
- Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including sub awards) with institutions of higher education, hospitals and other non-profit organizations; and Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).

- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

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

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

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

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

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

SECTION 25. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

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

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

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

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

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women.

Except as exempt by 28 CFR Part 42.302(c), if the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program relating to practices affecting women.

If required by this section the Implementing Agency hereby certifies that an equal employment opportunity program shall be in effect on or before the effective date 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 as directed by the Authority.

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

SECTION 27. CIVIL RIGHTS COMPLIANCE CERTIFICATION

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;

- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

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

SECTION 28. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees to comply with all confidentiality requirements as set forth in 42 U.S.C. section 3789g, and in compliance with said provision, Implementing Agency shall not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

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

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Implementing Agency's CEP and Exhibit A and that program personnel will comply with all standards set forth in this agreement.

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

SECTION 29. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace. The Implementing Agency shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Further, the Implementing Agency shall certify that it nor its principals have been convicted of, indicted for, or criminal or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and have not had a public transaction terminated for cause or default.

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

SECTION 30. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

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

SECTION 31. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 32. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 33. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 34. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 35. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the juvenile and adult reporting provisions contained in the Criminal Identification Act (20 ILCS 2630) and the Juvenile Court Act (705 ILCS 405), when applicable. The Implementing Agency agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

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

SECTION 37. COPYRIGHTS, PATENTS

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

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

SECTION 38. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 39. PUBLICATIONS

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

"This program was supported by Grant # 2008-JB-FX-0040, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 40. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: Lake County on behalf of the Lake County States Attorney's Office

Taxpayer Identification Number: 36-6006600

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

Legal Status:

- Individual
- Sole Proprietor
- Partnership/Legal Corporation

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

SECTION 41. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.523 Juvenile Accountability Block Grants (JABG)
- Grant Award Name and Number: Juvenile Accountability Block Grants Program (2008-JB-FX-0040)
- Grant Award Year: Federal Fiscal Year 2008

SECTION 42. TRANSPARENCY ACT COMPLIANCE

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

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

Implementing Agency's DUNS Number: 074591652

Program Agency's DUNS Number: 932384696

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

The Implementing Agency's CCR registration is valid until: 12/14/2010

The Program Agency's CCR registration is valid until: 5/202010

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

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

SECTION 44. INTEGRATION

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

SECTION 45. SEVERABILITY

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

SECTION 46. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

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

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

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing

Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 47. FAILURE TO FILE IN A TIMELY FASHION.

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

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

SECTION 48. REPORTING GRANT IRREGULARITIES

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

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

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

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

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

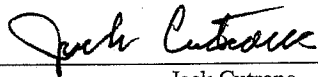
*Lake County on behalf of the Lake County State's Attorney's Office
Hiring of Prosecutors
Agreement #508002*

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 700
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 49. ACCEPTANCE

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

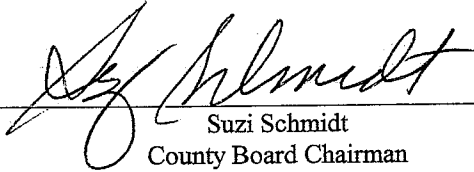


Jack Cutrone
Executive Director
Illinois Criminal Justice Information Authority

4/6/10

Date

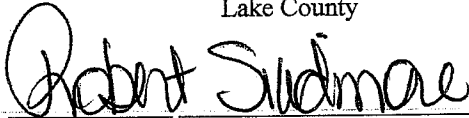
4/5/10



Suzi Schmidt
County Board Chairman
Lake County

3/30/10

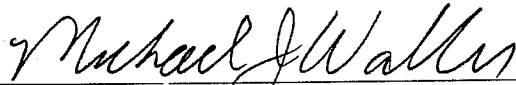
Date



Robert Skidmore
Treasurer
Lake County

3/31/10

Date



Michael J. Waller
Lake County State's Attorney

3-26-10

Date

**EXHIBIT A:
PROGRAM NARRATIVE**

JUVENILE COURT SERVICES PROGRAM

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

I. Description of Organization

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

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

The Lake County State's Attorneys Office is a multi-divisional governmental agency that serves as the prosecuting authority for both criminal and civil cases. The Juvenile division within this office reviews all juvenile cases submitted by local police departments and determines whether prosecution charges will be filed. The Assistant State's Attorneys (ASAs) are responsible for handling these cases from the arraignment process through sentencing (disposition).

II. Summary of Program

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

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

Goal(s):

To allow for an effective and efficient prosecution of juvenile delinquents and violent offenders through the county's juvenile justice system.

Objective(s):

To continue to charge all serious and violent crime offenses within a reasonable time, and to specially assign these cases to individual prosecutors for the duration of the case.

2. Please provide the Juvenile Court Services purpose area(s) this program will address.

Juvenile Court Services Purpose Area: # 4 - hiring additional prosecutors so that more cases involving violent juvenile offenders can be prosecuted and reduce backlog.

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

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

Prosecutors:

The juvenile division of the Lake County State's Attorneys Office is responsible for the prosecution of delinquency cases, as well as handling child abuse and/or neglect cases referred by the Illinois Department of Children & Family Services. Continued funding for the Prosecutors program area will aid in the office's overall goal of reducing the backlog/volume of juvenile cases processed through the county's juvenile justice system, while also allowing greater focus on the handling of violent offense cases. The primary objectives of this program area are to 1) charge all serious and violent crimes within a reasonable time period; 2) specially assign all violent offense cases to individual prosecutors for effective case handling throughout the judicial process; and 3) efficiently prosecute the number of juvenile delinquent cases filed through the system.

Grant funding for the Juvenile Court Services program has supported personnel costs associated with two full-time assistant state's attorney positions, bringing the division's Assistant State's Attorney (ASA) staffing total to six. This year, the grant budget and grant staff assignment (allocation) accurately reflects what portion of the program is funded with federal dollars: the funding supports about 50% of one Assistant State's Attorney's Salary. The State's Attorney's Office has gradually absorbed one full Assistant's salary and the other half of the grant-assigned Assistant, and continues to fund all benefits and indirect costs associated with both positions that had originally been assigned to this grant. Future funding is still essential, given the success of the program, coupled with financial hardship that precludes further absorption of program costs.

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

The Lake County Board has historically supported the continuation of the juvenile prosecution component program, and is anticipated to continue doing so.

The State's Attorney's Office along with the Lake County Juvenile Justice Council continues to search for additional grant funding to support the operation of its Juvenile Court Services program and alternative sanction initiatives.

As stated in the third paragraph of narrative section #3, over time the funding for this program has diminished to the point where it supports only approximately 50% of one Assistant State's Attorney (ASA) position's salary, rather than two full positions it used to sustain. The Lake County State's Attorney has shown support of the program by submitting budgets each year that include enough funds to support the match and overmatch for the two positions that were added years ago through this grant program. The State's Attorney and County have supported the operations of this program and its continuation through increasing its contribution each year toward sustainment of the program's operation.

III. Statement of Problem

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

Particular problem facing juveniles that has increased is **gang activity** and recruitments in local communities and schools. Starting in the 1990s with the closure of housing projects, Chicago-based gangs have migrated to Lake County.

Fluctuations in the juvenile population and poverty levels have contributed to the amount of contact and interaction juveniles have had with law enforcement. This has been reflected in the number juvenile delinquency petitions filed in the Lake County court over the years.

| | | |
|------|---|---------------------------------|
| 1998 | - | 744 delinquency petitions filed |
| 1999 | - | 809 delinquency petitions filed |
| 2000 | - | 856 delinquency petitions filed |
| 2001 | - | 695 delinquency petitions filed |
| 2002 | - | 948 delinquency petitions filed |
| 2003 | - | 899 delinquency petitions filed |
| 2004 | - | 722 delinquency petitions filed |
| 2005 | - | 745 delinquency petitions filed |
| 2006 | - | 785 delinquency petitions filed |
| 2007 | - | 923 delinquency petitions filed |
| 2008 | - | 900 delinquency petitions filed |
| 2009 | - | 809 delinquency petitions filed |

Delinquency petitions are initiated by police department referrals. The Lake County State's Attorneys Office is responsible for reviewing each delinquency referral, whether the referral results in formal court action or not. The numbers above exclude petitions reviewed and not filed: in 2009, Jail Intake processed 1746 referrals, all of which were reviewed by State's Attorney's Office Juvenile Division ASA staff.

Staffing within the juvenile division consists of six Assistant State's Attorneys (ASAs), and one Chief. Each of the six ASA carries a caseload volume between 140 and 160 each year, which has contributed to the level of case efficiency within the court system. The Juvenile Court Services grant currently supports salary expenses for 50% of one of these six attorney positions. Because the County's revenue stream was severely limited in the economic crisis that began in October 2008, no new programs were approved, and no expiring grant positions were absorbed in the last fiscal year cycle. Grant funds are becoming increasingly important, as lack of this federal funding source would cripple the

functioning of the Juvenile Court Services program. Though not as severely affected as in past years when two fulltime ASAs were assigned to the grant, the State's Attorney would have no way of funding the grant-assigned attorney's salary without these federal dollars.

To address the caseload volume, the State's Attorneys Office along with the Lake County Juvenile Justice Council has created a restorative justice-based victim/offender mediation program. This program enables the division to divert a number of non-violent offense cases from the court system, with hopes of further reducing the number of delinquency petitions filed and adjudicated through the court system. This allows the ASAs to focus greater attention on the violent cases, encourage increased juvenile accountability through victim/offender mediation for certain offense types, while also promoting communal harmony and safety, and victim participation.

IV. Progress Review

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

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

Juvenile Court Services funding originally enabled the State's Attorneys Office to create two much needed positions to assist with the volume of delinquency petitions that are filtered through the system. These positions have resulted in the drastic reduction of the referral & charging backlog. Over the past several years, the State's Attorney's Office has stood by its commitment to increase its capacity to sustain the program, and gradually absorbed much of the program cost.

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

As previously mentioned, Juvenile Court Services funding has enabled the State's Attorneys Office to create two much needed positions to assist with the volume of delinquency petitions that are filtered through the system. Over the years of this grant program, federal funds have helped sustain the program, in decreasing increments. Even so, with the funding down to a level that helps support only half of one of the two original grant positions, a lack of this federal funding source would cripple the efficiency and overall functioning of the county's Juvenile court services as a whole.

V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving Juvenile Court Services funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided. These indicators should not be altered; doing so will preclude the

ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

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

| JUVENILE COURT SERVICES PURPOSE AREA (from Ex. A Instructions) | PERFORMANCE MEASURE (from Appendix A) | DATA FOR EACH PERFORMANCE MEASURE (from Appendix B) |
|--|---|---|
| 4 | Output Indicator #: (Mandatory) Amt of JUVENILE COURT SERVICES funds awarded for system improvement | a. Funds awarded |
| | Short-term Outcome Indicator #(Mandatory): # and % of programs employing best practices | a. # of programs/initiatives employing best practices b. # if programs/initiatives c. Percent (A/B) |
| | Intermediate Outcome Indicator (MANDATORY): # and % of eligible youth served using Graduated Sanctions approaches** | a. # of youth admitted to graduated sanctions program b. # of youth admitted into any grantee program c. Percent (A/B) |
| | Intermediate Outcome Indicator (MANDATORY): # and % of youth with whom a best practice was used | a. # of youth with whom a best practice was used b. # of youth c. Percent (A/B) |
| | Long-term Outcome Indicator (MANDATORY): # and % of program youth who reoffended | a. # of youth with a new offense b. # of youth in program c. Percent (A/B) |

| | | |
|---|---|---|
| 4 | Output Indicator #: 3 Number of cases involving violent offenders per prosecutor | a. # of cases involving violent offenders b. # of prosecutors that handled cases involving violent offenders c. # of cases per prosecutor (A/B) |
| | Short-term Outcome Indicator #: 7 Number of staff per manager | a. number of prosecutors b. # of managers c. # of prosecutors per manager (A/B) |
| | Intermediate Outcome Indicator #: 8 Average # of days from arrest date to first court date | Average # of days from arrest to first court appearance for the arresting crime |
| | Intermediate Outcome Indicator #: 9 # of days from arrest to case disposition | # of days from arrest to case disposition |

VI. Implementation Schedule

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

| Task | Month Started | Month Completed | Personnel Responsible | Frequency |
|---|---------------|-----------------|-----------------------------|-----------|
| Review of referrals from local police departments | Month 1 | Ongoing | Assistant State's Attorneys | Weekly |
| Vertical prosecution of violent crimes | Month 1 | Ongoing | Assistant State's Attorneys | Weekly |

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

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

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

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

| | <u>Representing</u> | <u>Member Name</u> | <u>Title</u> | <u>Phone Number</u> |
|-----|-------------------------------------|--------------------|---|---------------------|
| 1. | Police | Robert Jones | Chief, Gurnee PD | 847-599-7024 |
| 2. | Sheriff | Rick White | Sergeant, Lake Co. Sheriff Dept – Juvenile Div | 847-377-4140 |
| 3. | Prosecutor | Michael J. Waller | Lake County State’s Attorney | 847-377-3000 |
| 4. | Juvenile Court | Sarah Lessman | Supervising Judge-Juvenile, 19 th Judicial District | 847-377-7979 |
| 5. | Probation Services | Len Young | Director-Lake County Juvenile Court Services | 847-377-7900 |
| 6. | Schools | Roycealee Wood | Regional Superintendent of School | 847-543-7833 |
| 7. | Social Service Agency | Jean Mani | Public Service Administrator, DCFS | 847-249-7800 |
| 8. | Victim Advocacy Organization | Brian McKenna | Community Services Specialist, Omni Youth Services | 847-537-6677 |
| 9. | Other Group | Dennis Mudd | Chaplain | 847-247-9173 |
| 10. | Other Group | Jack Metcalf | Detective, Gurnee P.D / President Juvenile Officers Association | 847-599-7093 |

Does your JCEC include the required representation? **YES**

Has your JCEC approved Juvenile Court Services funding for this program? **YES**

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

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

The Juvenile Justice Council of the whole meets biannually. The next meeting is scheduled for March 10, 2010. Subcommittees meet more frequently.

VIII. Role of the Court and Graduated Sanctions

1. Role of the Court

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

| Date Letter was Sent | Name of Addressee |
|----------------------|--------------------|
| 1/28/2010 | Chief Judge Booras |

Was there a response from the court to the letter? Yes

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

Written response attached as PDF file

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

Both the judiciary and the State's Attorneys Office have been confronted with the overflowing volume of cases currently being filtered through the juvenile justice system. This issue has been continually addressed by the Juvenile Justice Council. In an effort to reduce the number of cases before the judiciary, the Council (which includes members of various community-based and governmental agencies) has collaborated to balance caseload and juvenile accountability through examination of alternative measures that will both efficiently and effectively resolve or reduce case flow volume.

2. Graduated Sanctions

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

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

The State's Attorneys Office (SAO) itself does not administer a system of graduated sanctions per se. However, the County of Lake does have an administrative sanctions program that is administered through Juvenile Court services. These sanctions apply when juveniles who have been ordered to a term of probation have been uncooperative with their conditions, and would allow the probation department (with the SAO's consent) to sanction them rather than proceed with court action to revoke their supervision.



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

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

The Chambers Of
JAMES K. BOORAS
Chief Judge

January 29, 2010

Mr. Michael J. Waller
Lake County State's Attorney
18 N. County Street
Waukegan, IL 60085

Dear Mr. Waller:

In response to your correspondence of January 27, 2010 seeking my input and assistance in applying for a grant from the Illinois Criminal Justice Information Authority, I wish to express my appreciation for the inquiry and I will be glad to assist in any way possible.

Please let me know specifically what you require and I will designate the appropriate staff to either assist or meet and plan for the application.

Please let me know what the next steps are.

Sincerely,

A handwritten signature in black ink that reads "James K. Booras". The signature is fluid and cursive, with a large loop at the beginning.

James K. Booras
Chief Judge

Cc: The Honorable Victoria A. Rossetti
Robert Zastany

COORDINATED ENFORCEMENT PLAN (CEP)

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

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

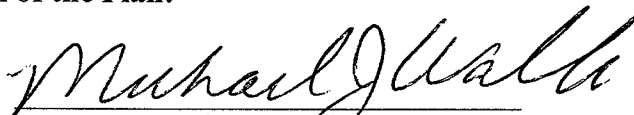
SECTION I – JUVENILE CRIME ENFORCEMENT COALITION BOARD

A. Plan Approval

Geographical Area Represented by the JCEC:

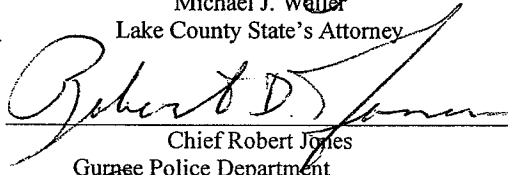
Lake County, Illinois

JCEC Approval of the Plan:



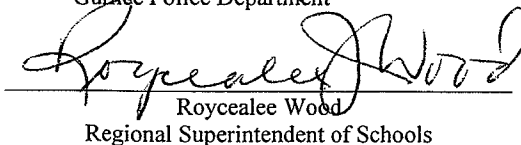
Michael J. Weller
Lake County State's Attorney

1-29-10
Date



Chief Robert Jones
Gurnee Police Department

2/1/10
Date



Roycealee Wood
Regional Superintendent of Schools

1-29-10
Date

B. Board Members

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

| | Representing | Member Name | Title | Phone Number |
|-----|------------------------------|--------------------|---|---------------------|
| 1. | Police | Robert Jones | Chief, Gurnee PD | 847-599-7024 |
| 2. | Sheriff | Rick White | Sergeant, Lake Co. Sheriff's Office – Juvenile Div | 847-377-4140 |
| 3. | Prosecutor | Michael J. Waller | Lake County State's Attorney | 847-377-3000 |
| 4. | Juvenile Court | Sarah Lessman | Supervising Judge-Juvenile, 19 th Judicial District | 847-377-7979 |
| 5. | Probation Services | Len Young | Director-Lake County Juvenile Court Services | 847-377-7900 |
| 6. | Schools | Roycealee Wood | Regional Superintendent of School | 847-543-7833 |
| 7. | Social Service Agency | Jean Mani | Public Service Administrator, DCFS | 847-249-7800 |
| 8. | Victim Advocacy Organization | Brian McKenna | Community Services Specialist, Omni Youth Services | 847-537-6677 |
| 9. | Other Group | Dennis Mudd | Chaplain | 847-247-9173 |
| 10. | | Jack Metcalf | Detective, Gurnee P.D / President Juvenile Officers Association | 847-599-7093 |

SECTION II – ANALYSIS OF JUVENILE JUSTICE SYSTEM NEEDS

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

Underage drinking continues to be a problem in Lake County. The Juvenile Justice Council (JJC) has continued its supportive partnership with a group devoted to addressing this issue, called the Lake County Underage Drinking Prevention Task Force (a subcommittee of the Lake County After School Coalition). They arranged undercover enforcement activities at local restaurants, bars and stores. 25 arrests were made, and the establishments that sold liquor to minors will have their liquor licenses for reviewed potential revoking by their communities' liquor commissions. The Task Force has recently been tasked with leveraging local legislative change to hold "social hosts" of underage drinking parties accountable for underage drinking crimes. So far 17 of Lake County's 52 communities have passed versions of this local ordinance.

Because of new IL law effective January 1, all **17-year-old misdemeanor offenders** will be

tried in juvenile court, rather than adult court. The system's already-high case volume will increase because of this change, placing more strain on the system's resources. The Juvenile Justice Council continues to examine the impact of this legislative change and the further needs of the Juvenile Justice System that result from it.

Gang activity and teen dating violence in schools is becoming an increasing problem in Lake County. The JJC's subcommittee, called the School Safety Committee, has been tasked with examining the connection between gang activity and schools. The JJC continues to support the efforts of the Lake County After School Coalition, whose goal is to assure that high quality, supervised "wraparound" programs are available to students before and after school hours. Recognizing the connection between youth, substance abuse, gangs, the Coalition is planning a third Youth Empowerment Summit to discuss and improve after school programs. The JJC also partnered with the Juvenile Officer's Association to hold a conference this fall about gangs, school bullying and sexting. The conference, called "Rescuing Our Youth" was attended by approximately 150 of professionals including teachers, administrators, law enforcement, social workers and community leaders who deal with youth. The conference's goal was to educate and bring these professionals together to foster networking and collaboration.

Juvenile Offender pre-employment job readiness programs are being reviewed and considered by the JJC in order to reduce recidivism rates. Through the Juvenile Probation Department's Residential Treatment Program, "FACE-IT," 16 and 17-year-old residents have been given the opportunity to obtain part time jobs. In 66% of residents' cases, they have not committed any further crimes. In order to enhance the success of the job program, a job readiness program has been created and funded by a grant to the Juvenile Probation Department. If these youths can gain the skills to help them get jobs that pay well and satisfy their intellect, they have more incentive to stay working rather than being on the streets. The Lake County Juvenile Probation Department shared information with the JJC and has asked for input about a grant they received to facilitate juvenile employment readiness. Also, local social service agencies, like YouthBuild Lake County, offer vocational learning programs and are developing a collaborative working relationship and are discussing future partnerships with the JJC and the Lake County juvenile justice system.

SECTION III – GOALS & OBJECTIVES

Goal(s):

The program's goal is to allow for an effective and efficient prosecution of juvenile delinquents and violent offenders through the county's juvenile justice system.

Objective(s):

The program's objective is to continue to charge all serious and violent crime offenses within a reasonable time; and specially assign these cases to individual prosecutors for the duration of the case.

SECTION IV – JABG PROGRAMS

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

JABG Purpose Area: #4; Hiring additional prosecutors so that more cases involving violent juvenile offenders can be prosecuted and case backlog reduced.

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

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

Prosecutors:

The juvenile division of the Lake County State's Attorneys Office is responsible for the prosecution of delinquency cases, as well as handling child abuse and/or neglect cases referred by the Illinois Department of Children & Family Services. Continued funding for the Prosecutors program area will aid in the office's overall goal of reducing the backlog/volume of juvenile cases processed through the county's juvenile justice system, while also allowing greater focus on the handling of violent offense cases. The primary objectives of this program area are to 1) charge all serious and violent crimes within a reasonable time period; 2) specially assign all violent offense cases to individual prosecutors for effective case handling throughout the judicial process; and 3) efficiently prosecute the number of juvenile delinquent cases filed through the system.

Grant funding for the Juvenile Court Services program supports salary costs associated with one fulltime assistant state's attorney positions, bringing the division's Assistant State's Attorney (ASA) staffing total to six.

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, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: Lake County State's Attorney's Office
Implementing Agency's FEIN #: 36-6006600 Agreement #: 508002
Program Agency: Lake County State's Attorney's Office
Program Title: Juvenile Court Services Grant

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

Name: Susannah Huber
Title: Executive Legal Assistant / Grant Coordinator
Agency: Lake County State's Attorney's Office
Address: 18 N. County Street, Waukegan IL 60085
Phone: (847) 377-3000 Fax: (847) 360-1538

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

Name: Claudia Kasten
Title: Chief, Juvenile Division
Agency: Lake County State's Attorney's Office
Address: 18 N. County Street, Waukegan IL 60085
Phone: (847) 377-3033 Fax: (847) 634-8831

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 – 4th Floor

Waukegan, IL 60085

ATTN: Michael J. Waller, State's Attorney

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

County of Lake

Effective 05/03

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

**Implementing Agency: Lake County State's Attorney's Office
Agreement #: 508002**

| | <u>SOURCE</u> | <u>AMOUNT</u> |
|------------------------|---|-----------------|
| Federal Amount: | Juvenile Accountability Block Grant (JABG) FFY 08 | \$25,452 |
| | Subtotal: | \$25,452 |
| Match: | Lake County State's Attorney's Office | \$2,828 |
| | Subtotal: | \$2,828 |
| Program Income: | n/a | \$0 |
| | Subtotal: | \$0 |
| Over Match: | Lake County State's Attorney's Office | \$15,573 |
| | Subtotal: | \$15,573 |
| | GRAND TOTAL | \$43,853 |

| PERSONNEL SERVICES Job Title | Annual Salary | # Months On Program | % Time On Program | Federal Amount | Match Contribution | Total Cost |
|---|---------------|---------------------|--|----------------|--------------------|--------------|
| Assistant State's Attorney (Senior level) | \$ 67,959.00 | 12 | 50% | \$ 25,452.00 | \$ 8,527.50 | \$ 33,979.50 |
| | | Total FTE | 0.50 | \$ - | | \$ - |
| | | | Total Salary | \$ 25,452.00 | \$ 8,527.50 | \$ 33,979.50 |
| | | | Fringe Benefits (Use figure from Fringe Benefit Worksheet) | | \$ 9,873.43 | \$ 9,873.43 |
| | | | TOTAL PERSONNEL SERVICES | \$ 25,452.00 | \$ 18,400.93 | \$ 43,852.93 |

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

The category, and program, total is based on the fulltime salary of one Senior Assistant State's Attorney assigned to the grant 50% of the time. 50% of the annual salary of the ASA is estimated at \$33,959.50. Federal funds contribute \$25,452. Required 10% match consists of \$2,828. Overmatch consists of \$5,699.50 for salary, and \$9,873.43 for 50% of benefits for that fulltime position. Fulltime status requires 40 hours per week. The ASA's salary is usual and customary, and is in line with the level of seniority for attorneys assigned to the Juvenile Division.

The Lake County State's Attorney's Office promotes vertical prosecution of violent juvenile offenders and strives to reduce backlogs for juvenile cases. This provides more efficient prosecution and allows continuity in the most serious cases, for the victim, the minor and the community. We have one additional prosecutor assigned to the division to make this possible. With the additional prosecutor we can utilize vertical prosecution more easily and reduce our charging / referral backlogs. It also allows the prosecutors to partake in training others in the community in juvenile law and promotes the sharing of information with schools and law enforcement.

The Lake County State's Attorney's Office is responsible for reviewing every police referral, whether that referral results in formal court action or not. This does not include referrals for abuse and neglect petitions, only delinquency. These referrals are reviewed and petitions filed, based on the seriousness of the offense and the number of referrals.

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

* Competitive procurement procedures must be followed.
 Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

Budget & Budget Narrative

Lake County State's Attorney's Office

Agreement#

508002

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

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

| TRAVEL | Cost/Mile | # of Miles/mo | # of Months | Federal Amount | Match Contribution | Total Cost |
|--------------------------|-----------|---------------|-------------|----------------|--------------------|------------|
| | | | | \$ - | \$ - | \$ - |
| | | | | \$ - | \$ - | \$ - |
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| | | | | \$ - | \$ - | \$ - |
| | | | | \$ - | \$ - | \$ - |
| TOTAL TRAVEL COST | | | | \$ - | \$ - | \$ - |

** Out of State Travel requires prior Authority approval.

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

| CONTRACTUAL | Cost/month | Dollar/hour | # of hours per month | Pro-rated Share | Federal Amount | Match Contribution | Total Cost |
|------------------------|------------|-------------|----------------------|-----------------|----------------|--------------------|------------|
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| | | | | | \$ - | - | \$ - |
| TOTAL CONTRACTUAL COST | | | | | \$ - | - | \$ - |

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

Budget & Budget Narrative

0

Agreement#

0

| OTHER COSTS | Cost/month | Dollar/hour | # of hours per month | Pro-rated Share | Federal Amount | Match Contribution | Total Cost |
|-------------------------------|------------|-------------|----------------------|-----------------|----------------|--------------------|------------|
| | | | | | \$ - | \$ - | \$ - |
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| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| | | | | | \$ - | \$ - | \$ - |
| TOTAL CONTRACTUAL COST | | | | | \$ - | \$ - | \$ - |

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

| | GRAND TOTAL | | Total Cost |
|--------------------|---------------------|---------------------|---------------------|
| | Federal Amount | Match Contribution | |
| PERSONNEL SERVICES | \$ 25,452.00 | \$ 18,400.93 | \$ 43,852.93 |
| EQUIPMENT | \$ - | \$ - | \$ - |
| COMMODITIES | \$ - | \$ - | \$ - |
| TRAVEL | \$ - | \$ - | \$ - |
| CONTRACTUAL | \$ - | \$ - | \$ - |
| OTHER COSTS | \$ - | \$ - | \$ - |
| TOTAL COST | \$ 25,452.00 | \$ 18,400.93 | \$ 43,852.93 |

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement #**508002**

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

| RATED FRINGE BENEFITS | Rate as % of Salary |
|---|----------------------------|
| FICA | 7.650% |
| RETIREMENT/PENSION | 9.020% |
| WORKER'S COMP | 0.320% |
| LIABILITY | 1.100% |
| | |
| Total % Fringe Rate | 18.090% ✓ |
| Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail) | \$33,979.50 ✓ |
| TOTAL RATED FRINGE BENEFITS | \$6,146.89 ✓ |
| FLAT RATE FRINGE BENEFITS | \$ per FTE |
| | |
| UNEMPLOYMENT | \$135.00 |
| HEALTH/DENTAL/LIFE | \$7,318.08 |
| | |
| Total Flat Rate Fringe | \$7,453.08 ✓ |
| Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)* | 0.50 |
| FLAT RATE FRINGE BENEFITS | \$3,726.54 ✓ |
| TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits) | \$9,873.43 ✓ |

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



Job Description

Job Title Senior Assistant State's Attorney
Spec Code 2154
Department State's Attorney
Reports To
Prepared By Kristin Richards
Prepared Date 02/11/02
Approved By
Approved Date

Summary

Under direction, performs work of considerable difficulty in advanced legal work in the State's Attorney's Office. This is a responsible legal position involving the independent performance of difficult legal assignments. Employees in this class are fully qualified professional attorneys capable of applying the techniques of the legal profession to any case assigned. Work is performed under the professional direction of the Division Chief. Work is performed with a minimum amount of instruction and guidance.

Essential Functions

Include the following.

- Conducts bond hearings.
- Takes direction from supervisors.
- Organizes juvenile caseloads
- Tries juvenile cases and handles motions
- Conducts research on juvenile cases, drug cases and cases involving charging decisions.
- Tries drug jury and bench trials.
- Handles drug pre-trial motions.
- Conducts grand jury proceedings.
- Interacts effectively with law enforcement agencies
- Is responsible for exercising appropriate charging discretion.

Qualifications

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

- Considerable knowledge of juvenile, felony, traffic and misdemeanor law.
- Considerable knowledge of judicial procedures and rules of evidence.
- Ability to analyze, appraise and organize facts, evidence and precedents and to present such materials effectively.
- Ability to determine the limits of action available to opponents and the probable courses of action of opponents in court cases.
- Ability to present and argue cases in court, dealing effectively with unanticipated situations when they arise.
- Ability to develop long-term plans and programs and to evaluate work accomplishments.
- Ability to plan, supervise and review work of technical and clerical subordinates.
- Ability to present facts and recommendations effectively in oral and written form.
- Ability to write reports and routine business correspondence.
- Ability to effectively present information and respond to questions from supervisors and clients.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Ability to analyze facts and exercise sound judgement in arriving at conclusions.
- While performing the duties of this job, the employee is required to use a computer. Good knowledge of PC operations and software (Word processing and spreadsheet) are required. Good typing skills are also required.

Competency

To perform the job successfully, an individual must demonstrate the following competencies.

- **Analytical** – Synthesizes complex or diverse information; Collects and researches data; Uses intuition and experience to complement data.; Designs work flows and procedures.
- **Problem Solving** - Identifies and resolves problems in a timely manner; Gathers and analyzes information skillfully; Develops alternative solutions.
- **Project Management** – Develops project plans; Coordinates projects; Communicates changes and progress; Complete projects on time and budget.
- **Oral Communication** - Speaks clearly and persuasively in positive or negative situations; Listens and gets clarification; Responds well to questions; Participates in meetings.
- **Written Communication** - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.
- **Change Management** - Develops workable implementation plans; Communicates changes effectively; Monitors transition and evaluated results.
- **Quality Management** - Looks for ways to improve and promote quality; Demonstrates accuracy and thoroughness.
- **Organizational Support** - Follows policies and procedures; Completes administrative tasks correctly and on time; Supports organization's goals and values.
- **Strategic Thinking** - Develops strategies to achieve organizational goals; Adapts strategy to changing conditions.
- **Judgement** - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process; Makes timely decisions.
- **Planning/Organizing** - Prioritizes and plans work activities; Uses time efficiently; Sets goals and objectives; Develops realistic action plans.
- **Professionalism** - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions; Follows through on commitments.
- **Quality** - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Monitors own work to ensure quality.
- **Quantity** - Meets productivity standards; Completes work in timely manner; Strives to increase productivity; Works quickly.
- **Safety and Security** - Observes safety and security procedures; Uses equipment and materials properly.
- **Adaptability** - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.
- **Attendance/Punctuality** - Is consistently at work and on time.
- **Dependability** - Follows instructions, responds to management direction; Takes responsibility for own actions; Keeps commitments.
- **Initiative** - Seeks increased responsibilities; Takes independent action.

Education and/or Other Requirements

- Completion of a Juris Doctorate degree program from an American Bar Association approved law school.
- A minimum of 18 months of progressively responsible experience at the level of Assistant State's Attorney.
- Licensed Attorney in the State of Illinois.

Physiological Factors

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- While performing the duties of this Job, the employee is regularly required to use hands to finger, handle, or feel; reach with hands and arms; talk and hear.
- Specific vision abilities required by this job include close vision, depth perception and ability to adjust focus.

Psychological Factors

The psychological demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

- Ability to maintain pleasant working relationships with judges, attorneys, co-workers, police and the public.
- Ability to perform multiple tasks simultaneously.

Note

Reasonable accommodations may be made in order to perform the essential functions. This job description describes a general category of jobs. In order to meet the needs of Lake County Government or its departments, employees may be assigned other duties, in addition to or in lieu of those described above, and any duties are subject to change at any time.

ADDENDUM TO AGREEMENT

The Lake County, hereafter referred to as the "implementing agency" and Lake County State's Attorney's Office, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

- **INDEPENDENT CONTRACTOR**

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Authority shall not be responsible for the performance, acts or omissions of the Contractor. 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.

- **TRANSPARENCY ACT COMPLIANCE**

The CONTRACTOR agrees 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 CONTRACTOR agrees to comply with the following:

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

CONTRACTOR'S DUNS Number: 932384696

CONTRACTOR'S FEDERAL IDENTIFICATION NUMBER: 366006600

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

CONTRACTOR'S CCR registration is valid until: 5/20/2010

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

CONTRACTOR'S CAGE Code: 5BTB9

d) The CONTRACTOR further agree that all agreements entered into with subcontractors, 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.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

- **RECORD RETENTION:**

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

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- **CERTIFICATION:**

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

- **EQUIPMENT CONDITIONS:**

CONTRACTOR certifies that any equipment purchased using funds from this agreement shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

- **ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:**

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

- **NONDISCRIMINATION:**

CONTRACTOR 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. CONTRACTOR 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) or the Victims of Crime Act; 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); 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; and 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 CONTRACTOR, or any subgrantee or contractor of CONTRACTOR, CONTRACTOR will forward a copy of the finding to the implementing agency and the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

CONTRACTOR 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).

- **CONFIDENTIALITY OF INFORMATION:**

CONTRACTOR 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 applicable federal legislation, regulations and guidelines. 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.

- **PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:**

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, laws, regulations and federal guidelines. No employee, officer or agent of CONTRACTOR 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.

• **APPLICABLE LAW:**

CONTRACTOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; 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; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall 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, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars. 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

- **CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:**

As required by the Authority, CONTRACTOR shall complete and submit the federal 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.

- **CERTIFICATION REGARDING LOBBYING:**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, CONTRACTOR 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, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

- **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 CONTRACTOR 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.

- **COPYRIGHTS, PATENTS:**

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority and the federal awarding agency, 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 CONTRACTOR shall immediately notify the implementing agency, and the implementing agency shall notify the Authority. The Authority will provide the implementing agency and CONTRACTOR 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.

- **PUBLICATIONS:**

CONTRACTOR shall submit to the implementing agency, and the implementing agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This program was supported by Grant # 2008-JB-FX-0040, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

- **INSPECTION AND AUDIT:**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, 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.

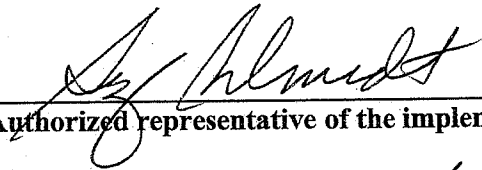
Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR 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 data and records required by the Authority and all other program activity.

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

ACCEPTANCE OF ADDENDUM


The implementing agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.



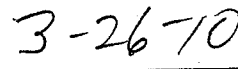
Authorized representative of the implementing agency



Date



Authorized representative of the CONTRACTOR



Date