

FINANCE COMMITTEE

AGENDA

Called by: Jaime Salgado, Chairman
Members: Steve Schultz, John Butitta, Paul Arena, Joe Hoffman, Jean Crosby, Keith McDonald

DATE: THURSDAY, NOVEMBER 17, 2022
TIME: IMMEDIATELY FOLLOWING OPERATIONS & ADMINISTRATIVE COMMITTEE

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Discussion Item – ARP Phase 4 (David J. Rickert)
- F. Discussion Item – Capital Investment Plan 2023 (David J. Rickert)
- G. Resolution Accepting Grant Agreement Between River Bluff Nursing Home and Illinois Department of Healthcare and Family Services
- H. Ordinance to Amend Budget for HFS Grant Award Received by River Bluff
- I. Resolution Approving Nurse Call System Lights for River Bluff Nursing Home
- J. Resolution to Establish Public Safety Sales Tax Policy
- K. Closed Session to Discuss Pending Litigation
- L. Resolution Authorizing Settlement of a Claim against the County of Winnebago Entitled Timothy Coomer versus Winnebago County
- M. Other Matters
- N. Adjournment

ARP Phase 4 Request List

Request	Submitter	Baker Tilly		Rating
		Approved	Amount	
JDC Body Scanner	Debbie Jarvis	Yes	\$ 93,500	1
Winnebago County Employee Hazard Pay	David Rickert	Yes	\$ 2,000,000	2
Economic Development AARC at Booker	Dorothy Redd	Yes	\$ 134,080	3
Tommy Meeks Juneteenth Event	Tommy Meeks	Yes	\$ 5,000	4
Youth Suicide Prevention Program	Marlana Dokken	Yes	\$ 288,000	5
Habitat for Humanity Housing Plan	Dorothy Redd	Yes	\$ 250,000	6
American Legion	Burt Gerl	Yes	\$ 176,450	7
Northern Illinois Food Bank - Support Request	Jeannine Kannegiess	Yes	\$ 50,000	8
Childrens Advocacy Center	Cathy Pomahac	Yes	\$ 72,000	9
Water Resources Strategic Plan	Joe Chiarelli	Yes	\$ 160,829	High
TIF District Water Project 50% Funding	Carlos Molina	Yes	\$ 2,000,000	Medium
Anderson Japanese Gardens Parking Lot			\$ 50,000	Low
Salon Loyalty ARP Request	Dorothy Redd		\$ 170,012	Low
Rockford University Sewer Project	Jean Crosby		\$ 350,000	Low
Shopstead Storefront for the People	Glenn Greenberg	Revenue Loss	\$ 105,000	Low
Zion West After School Program	Marvin Hightower		\$ 80,000	Low
Zion West After School Program (2)	Marvin Hightower		\$ 272,934	Low
Rockford Area Arts Council Support Request	Mary McNamara Ber		\$ 75,000	Low
Cosmetology Beauty Institution	Tyceria Posley		\$ 500,000	Low
Times Theater Project	Vince Chiarelli		\$ 500,000	Low
RAEDC Operational Funding	Einar Forsman	Yes	\$ 50,000	Low
Inner City Recon Group (New Carpet)	Tommy Meeks		\$ 6,220	Not Rated
Northwest Fire Protection District	Jerry Caskey		\$ 46,645	Not Rated
	Total Requests		\$ 7,435,670	
Budget	\$ 4,300,000	Spent:	\$ 3,069,030	
Available after spent	\$ 1,230,970	High:	\$ 160,829	
Available after high	1,070,141	Medium:	\$ 2,000,000	
Available after Medium	(929,859)	Low:	\$ 2,152,946	
Request List as of 2022-11-07.xlsx		Total:	\$ 7,382,805	

Notes:

New Requests:

Inner City Recon Group (New Carpet)	Tommy Meeks	\$ 6,220
Northwest Fire Protection District	Jerry Caskey	\$ 46,645

Adjusted Request for Funds:

TIF District Water Project 50% Funding	Carlos Molina	Yes	From \$ 1,000,000	Medium
			To	
TIF District Water Project 50% Funding	Carlos Molina	Yes	\$ 2,000,000	Medium

Amount Requested Subject to Change:

Water Resources Strategic Plan	Joe Chiarelli	Yes	\$ 160,829	High
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ARP Phase 4 Request List

Items transferred to ARP Phase one. These are to use any surplus contingency

Request	Submitter	Baker Tilly		Phase			Funding
		Approved	Amount	Rank	Category	Rating	
County Grant Writer	Marlana Dokken	Yes	\$ 360,000		1	High	ARP
Grant Management System	Marlana Dokken	Yes	\$ 90,000		1	High	ARP
Highway Department New Garage	Carlos Molina		\$ 2,500,000		1	High	ARP
Coroners Office Equipment Request	Jen Muraski		\$ 100,000		1	High	ARP
CCJS Dashboard	Marlana Dokken	Yes	\$ 159,500		1	Medium	ARP
Additional Antimicrobial Carpet	Shawn Franks	Yes	\$ 150,000		1	Low	ARP
COCJI Reentry Planning	Marlana Dokken		\$ 100,000		1	Low	ARP
Total Requests			\$ 3,459,500				

The highway Department costs are coming in significantly more than what was requested.

Fund	ORG	Item Requested	Cost	Purpose
0001	Admin	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	The CPU's are 21 years old. There are multiple in the Administration Building that need to be replaced
0001	Admin	Replace Carpet	60,000	The Administration Buildings carpet is 19 years old
0001	Admin	New Truck	55,000	Need to move people and goods to County Buildings.
0001	Admin	Replace Fire Panel may have to replace devices	30,000	Administration Building Fire Panel is 20 years old. It is an addressable fire panel that is no longer supported for repairs and upgrades.
0001	Admin	New Truck and Plow	56,000	Replace truck and Plow
0001	Health Dept	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	
0001	Health Dept	Replace Fire Panel	60,000	
0001	River Bluff	Replace Heating Coils	45,000	
0001	River Bluff	Replace Cooling Coils	45,000	
0001	River Bluff	Add HVAC Control to Air handlers	85,000	
0001	River Bluff	Replace 1998 John Deere Tractor with attachments mower deck/ bucket/ hood guard/ canopie/ turf tires	52,000	Mowing and Snow Removal
0001	River Bluff	Replace pnumatic room thermostats with electronic	75,000	
0001	River Bluff	Replace Steam Kettles	90,000	
0001	River Bluff	Replace humidifiers	35,000	
0001	River Bluff	Replace Sheet Pans on Air Handlers	75,000	
0001	River Bluff	Repair Underground Collapsed Ducts E 1hall 402 to 407	40,000	Abate Asbestos Tile and Mastic. Cut into Floors, Replace Collapsed Duct Work
0001	River Bluff	Reroof Paito A/B gazebo	30,000	
0001	Supervisor of Assessments	ADA Compliant Automatic Door Opener	3,000	Employee and Taxpayer accessibility
0001	Supervisor of Assessments	Security Badge Access employee entrance doors x 2	3,000	Improve Office security and ease of employee access

Total Request from General Fund \$ 939,000

Budgeted Excess Reserve: \$ 39,319,000

Fund	ORG	Item Requested	Cost	Purpose
0101	CJC	Replace HVAC CPU's are no longer supported (Obsolete)	80,000	The CJC CPU's are the same era as the rest of the County Buildings. There are multiple located through out the CJC and the jail that need to be replaced
0101	CJC	Chiller Rebuild	95,000	CJC chillers located in the power plant are 15 years old.
0101	CJC	Replace Carpet and Flooring	55,000	The carpet is just worn from all the traffic
0101	CJC	Energy Recovery Wheel Retro-Fit	300,000	The CJC energy recovery wheels located in AHU J3.1 and J3.3 need the medium replaced for heat and cold transfer between duct work
0101	CJC	Obsolete Elevator Brakes	60,000	Elevator 1 will need to budget the rest one or two each year
0101	Coroner	Coroner Vehicles X 3	200,000	Selling current vehicles and moving around other vehicles to add one to the fleet for deputies
0101	Coroner	Office Furniture	15,000	Previous furniture was owned by former employee and taken when they left
0101	Courthouse	Replace HVAC CPU's	50,000	The CPU's are 21 years old. There are multiple located through out the Courthouse that need to be replaced
0101	Courthouse	Replace Carpet	90,000	Some of the carpet in the Courthouse is 21 years old. Other carpet is just worn from all the traffic
0101	Courthouse	Elevator Controllers are no longer supported (Obsolete)	850,000	All 3 Courthouse Elevator controls will need to be replaced. Parts or computer boards are no longer available. Will become a safety issue soon.
0101	Courthouse	Replace Fire Panel may have to replace devices	50,000	The Courthouse Fire Panel is 20 years old. It is an addressable fire panel that is no longer supported for repairs and upgrades.
0101	JJC	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	
0101	JJC	Repave North Lot	150,000	
0101	JJC	Repave South Lot	150,000	
0101	JJC	Replace Roof	100,000	
0101	JJC	Replace Cooling Tower	150,000	
0101	Juvenile Det	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	
0101	Juvenile Det	Repave Parking Lot	250,000	

Fund	ORG	Item Requested	Cost	Purpose
0101	Old Courthouse	Elevator Controllers are no longer supported (Obsolete)	550,000	All 3 Old Courthouse Elevator controls will need to be replaced. Parts or computer boards are no longer available. Will become a safety issue soon.
0101	Old Courthouse	Replace Fire Panel may have to replace devices	25,000	The Old Courthouse Fire Panel is 20 years old. It is an addressable fire panel. It is no longer supported for repairs and upgrades.
0101	Old Courthouse	Replace HVAC CPU's	30,000	The CPU's are 21 years old. There are multiple located through out the Old Courthouse that need to be replaced
0101	Public Defender	Interior Door in Room 244 in th Courthouse	3,000	Allow the PD's Office to Convert unused room 233 into a larger break/ lunch room and conver old break room to office space
0101	Sheriff	Replace four (4) detective squad cars (unmarked)	157,680	Replace and outfit 4 Detective unmarked Vehicles.
0101	Sheriff	Patrol Boat	60,000	New Boat is needed for the River Patrol. This is needed as a back-up for the current boat (2013 Well Craft). This boat will be used to patrol and conduct river rescues in shallow water ways, which we are unable to do with the current boat.
0101	Sheriff	X-Ray System for Bomb Squad	60,000	Purchase a complete portable x-ray system including all the necessary accessories plus a two year warranty. Our Bomb Squad cover approximately a 10 County area and has 6 Bomb Technicians. This machines would add to the capabilities the current machines does not have.
0101	Sheriff	Axon Cameras/Recording System	194,512	Need to update the eight (8) Interview Rooms and two (2) Holding Cells with Axon Cameras and Recording System. The current system is outdated. This amount can be paid over a five (5) year period.
0101	Sheriff	Axon Body Camera for Detective Bureau	106,586	Effective January 1, 2023 the new state law requires all employees in the Detective Bureau to wear Body Cameras (24 Cameras)
0101	Sheriff	New/Used Bomb Vehicle	80,000	In need of a new/used bomb squad vehicle. The current vehicle is from 2002 and out of date.
0101	Sheriff	6 New Patrol vehicles (\$60,000.00 per unit which includes equipment)	360,000	Replace 6 vehicles each year to replace aging vehicles. Instead of replacing the whole patrol fleet at one time.

Fund	ORG	Item Requested	Cost	Purpose
0101	Sheriff	Aruba Wireless Access Points	26,375	PER COUNTY IT: Replace Legacy WAPs in DB, Admin, 911, EOC, etc.
0101	Sheriff	RMS/CAD	190,501	PER COUNTY IT: Inform RMS/CAD/Mobile Estimated cost provided by City of Rockford Project Manager
0101	Ware Building	Replace HVAC CPU's are no longer supported (Obsolete)	50,000	
0101	Ware Building	Replace Fire Panel will have to replace devices	95,000	
0101	Ware Building	Replace RTU	100,000	
0101	Ware Building	Replace Carpet and Flooring	45,000	
0101	Ware Building	Replace Roof Add More Roof Drains	200,000	

Total Request from Public Safety Sales Tax \$ 5,078,654

Budgeted Excess Reserve \$ 9,190,000



Resolution Executive Summary

Prepared By: County Administration on behalf of River Bluff Nursing Home

Committee: Finance

Committee Date: November 17, 2022

Resolution Title: Resolution Accepting Grant Agreement Between River Bluff Nursing Home and Illinois Department of Healthcare and Family Services

Board Meeting Date: November 22, 2022

Budget Information:

Was item budgeted? No	Appropriation Amount:
If not, explain funding source: Grant Funding from IL Dept of Healthcare & Family Services	
ORG/OBJ/Project Code: 70500-41110-B2301 Budget Impact: \$0	

Background Information: River Bluff takes pride in providing exceptional care to all residents through person-centered care. The staff at River Bluff has and continues to work through challenging circumstances presented by the COVID-19 pandemic.

The State of Illinois Budget includes a total of \$225 million in American Rescue Plan Act funding for long term care providers. This funding is for the financial support of workers in long term care facilities and comes amidst an enduring threat to nursing facility residents and staff from the COVID-19 pandemic. The State of Illinois also recognizes nursing shortages remain a concern in Illinois and across the country.

Recommendation: The Finance Committee, chaired by Jaime Salgado has reviewed the resolution presented to the Board. The Board is asked to vote in favor of the Committee's recommendation at its November 22, 2022 meeting.

Contract/Agreement: Grant Agreement attached.

Legal Review:

Follow-Up:

R E S O L U T I O N
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Jaime Salgado
Submitted by: Finance Committee

2022 CR

**RESOLUTION ACCEPTING GRANT AGREEMENT BETWEEN RIVER BLUFF NURSING HOME AND ILLINOIS
DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES**

WHEREAS, the County of Winnebago, Illinois, River Bluff Nursing Home (RBNH) has received a grant award from the State of Illinois; and

WHEREAS, the grant award period is May 1, 2022 through June 30, 2023; and

WHEREAS, the intent is to be budget neutral with a reduction in agency wages; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the grant agreement; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the River Bluff Nursing Home is hereby authorized to expend the grant funds in accordance with all restrictions set forth in the grant agreement within the time period allowed by the agreement.

BE IT FURTHER RESOLVED, a corresponding budget amendment has been proposed to increase the appropriation for the grant award.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director Finance, River Bluff Nursing Home Administrator and the County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND
COUNTY OF WINNEBAGO ILLINOIS**

The Illinois Department of Healthcare and Family Services (Grantor), with its principal office at 201 South Grand Avenue East, Springfield, Illinois 62763, and COUNTY OF WINNEBAGO ILLINOIS (Grantee), with its principal office at 4401 N. Main Street Rockford, IL 61103 _____ and payment address (if different than principal office) at _____, hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois ("State") and in accordance with the terms, conditions and provisions hereof.

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

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that: 795496777 _____ is Grantee's correct DUNS Number; N/A _____ is Grantee's correct UEI, if applicable; Grantee has an active State registration and SAM registration; and 366006681 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

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

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds (check one) shall not exceed are estimated to be \$711,041.72, of which \$711,041.72 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is SLFRP4406, the federal awarding agency is U.S. Department of Treasury, and the Federal Award date is 07/21/2021. If applicable, the Assistance Listing Program Title is CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS and Assistance Listing Number is 21.027. The Catalog of State Financial Assistance (CSFA) Number will be provided at a later date if necessary. The State Award Identification Number will be provided at a later date if necessary.

1.4. Term. This Agreement shall be effective upon later of August 22, 2022 or the Department's execution of this agreement, and shall expire on June 30, 2023 (the "Term"), unless terminated pursuant to this Agreement.

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

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

Illinois Department of Healthcare and Family Services

By: _____

Signature of Theresa Eagleson, Director

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

COUNTY OF WINNEBAGO ILLINOIS

By: 

Signature of Authorized Representative

Date: 9/1/2022

Printed Name: Mark Lofgren

Printed Title: Director of Finance

E-mail: mlofgren@riverbluff.wincoil.gov

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Catalog of State Financial Assistance” or “CSFA” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“DUNS Number” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.30. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

“GATU” means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

“Grant” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Grant Funds” means the Financial Assistance made available to Grantee through this Agreement.

“Grantee Portal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a

written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or sub-grantee) must contain the following certification by an official authorized to legally bind the Grantee (or sub-grantee):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records

retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until the Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Higher Education Cost Principles. The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit

Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. Government Cost Principles. The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control**. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and

must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.10. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

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

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 et seq.).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

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

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

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false.

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not

barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(q) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(s) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Financial Assistance, funded by either State or federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

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

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;

(b) The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-grantees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code

7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. 2 CFR 200.301; 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in PART TWO or PART THREE. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in PART TWO or PART THREE.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of the Grantee’s audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but, expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 6 months after the end of the Grantee’s audit period.

15.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit

conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but is required to submit its annual audit conducted in accordance with its regulatory requirements.

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.6. Delinquent Reports. When such audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;

and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS Number, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

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

ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-

governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during

the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through G, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

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

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

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or

PART THREE, and in such cases, those requirements control.

26.13. **Illinois Grant Funds Recovery Act.** In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

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

26.15. **Entire Agreement.** Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. **Attorney Fees and Costs.** Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. **Continuing Responsibilities.** The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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EXHIBIT A
PROJECT DESCRIPTION

The FY 23 Illinois State Budget includes a total of \$225 million in American Rescue Plan Act (ARPA) funding for long term care providers. Uses are outlined in corresponding language in the FY 2023 Budget Implementation Act (see Public Act 102-0699, effective July 1, 2022; *see also* 305 ILCS 5/5-5.7a(8.5) and (9)); Treasury's Final Rule effective April 1, 2022).

The new funding for the financial support of workers in long term care facilities comes amidst an enduring threat to nursing facility residents and staff from the COVID-19 pandemic, as the Federal government makes plans to implement a COVID-19 vaccination requirement for nursing facility staff, immediately following the Governor's issuance of a vaccine mandate for all workers in Illinois health care facilities, and as nursing shortages remain a concern in Illinois and across the country.

Awards pursuant to this program shall comply with the requirements of Section 9901 of the American Rescue Plan Act of 2021 and all related federal guidance, along with the following criteria:

1. 65% of the funds awarded under this grant shall comply with the following criteria.
 - a) Shall be expended only for premium pay for eligible workers; in addition to any wages or remuneration the eligible worker has already received; and shall be subject to the other requirements and limitations set forth in the American Rescue Plan Act of 2021 and related federal guidance.
 - b) Upon receipt of funds, recipients shall distribute funds such that eligible workers receive an amount up to \$13 per hour, but no more than \$25,000 for the duration of the program. Recipients shall provide a written certification to the Department acknowledging compliance with this paragraph.
 - c) No portion of these funds shall be spent on volunteer or temporary staff, and these funds shall not be used to make retroactive premium payments before May 1, 2022.
 - d) Each recipient under this paragraph shall submit appropriate documentation acknowledging compliance with State and federal law. For purposes of this section, "eligible worker" means a permanent staff member, regardless of union affiliation, of a facility licensed by the Department of Public Health under the Nursing Home Care Act as a skilled nursing facility or intermediate care facility engaged in "essential work", as defined by Section 9901 of the American Rescue Plan Act of 2021 and related federal guidance, as well as whose total pay is below 150% of the average annual wage for all occupations in the worker's county of residence, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics; or is not exempt from the federal Fair Labor Standards Act overtime provisions.
 - e) Grantees are required to spend 65% of Grant Funds on the following pandemic-related uses for front line workers: pandemic bonus pay paid to front line employees at your licensed facilities from May 1, 2022 through June 30, 2023 (hazard, hero, premium pay and premium wages, or other temporary wage increases), which meet the definition of premium pay per Treasury's Final Rule effective April 1, 2022

2. 35% of the funds awarded under this grant shall comply with the following criteria:

- a) Shall not be expended for premium pay. Facilities that do not receive or accept funds the premium pay funds described above are not eligible to receive these additional funds.
- b) Each recipient shall submit appropriate documentation acknowledging compliance with State and federal law.
- c) Grantees are required to spend 35% of Grant Funds on the following pandemic-related uses: eligible expenses incurred from May 1, 2022 through June 30, 2023 related to the public health impacts of the COVID-19 public health emergency, including, but not limited to, costs related to COVID-19 testing for residents, COVID-19 prevention and treatment equipment, medical supplies, personal protective equipment
 - HFS has established a rate to distribute the \$225 million using the latest available staffing data for total nurse hours across the state of Illinois to eligible grantees based on total nurse hours.
 - Each grantee's estimated share of the \$225 million distribution reflects its estimated share of total nursing hours for the most recently available quarter.
 - Staffing levels were based on nursing hours from the federal Payroll Based Journal beginning for 1Q2022.
 - Each grantee will receive a quarterly payment for its estimated share of the \$225 million distribution, adjusted each quarter for its estimated share of total nursing hours for 2Q2022, 3Q2022 and 4Q2022.

EXHIBIT B
DELIVERABLES OR MILESTONES

Refer to Exhibit E for required Performance Measures.

EXHIBIT C

PAYMENT

Grantee shall receive **\$711,041.72** under this Agreement.

Enter specific terms of payment here:

Payment Schedule: HFS intends to issue one payment upon the Grantee's return of the signed Grant agreement and fully and accurately completed Budget subject to the availability of funds for **\$177,760.43**. HFS intends to issue one or more additional payments each on a quarterly basis.

Budget: The Grantee must submit the Budget to the Department with this Agreement.

Return of Grant Funds: Any Grant Funds remaining that are not expended by the Grantee, at the end of the Agreement period, or in the case of capital improvement Grant Funds at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to the Department within forty-five (45) days. Funds shall be returned to the Department at: Receipt Accounting at Illinois Department of Healthcare and Family Services, Bureau of Fiscal Operations, 2200 Churchill Road A-2, Springfield, Illinois 62702.

Deobligation: If the Department determines that the grantee has not used its funds consistent with the objectives of the Program, or if the grantee has not spent the total Grant Funds by the end of the period of performance, the grantee shall repay the inappropriately spent funds or return the unspent balance to the Department. All unspent Grant Funds must be returned to the Department at: Receipt Accounting at Illinois Department of Healthcare and Family Services, Bureau of Fiscal Operations, 2200 Churchill Road A-2, Springfield, Illinois 62702.

Recommended expenditure periods for allowable costs: HFS recommends that costs are incurred in the following timeframes:

- Pandemic bonus pay paid to front line employees at your licensed ICF/DD facilities (hazard, hero, premium pay and premium wages, or other temporary wage increases), which meet the definition of premium pay per Treasury's Final Rule effective April 1, 2022, paid May 1, 2022 – June 30, 2023
- Eligible expenses incurred from May 1, 2022 through June 30, 2023 related to the public health impacts of the COVID-19 public health emergency, including, but not limited to, costs related to COVID-19 testing for residents, COVID-19 prevention and treatment equipment, medical supplies, and personal protective equipment

Facilities included in Grant: The below identifies the first Grant payment amount and the estimated total Grant amount for each facility included in this Grant:

6008007-RIVER BLUFF NURSING HOME, First PMT: \$177,760.43, Est. Total: \$711,041.72

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Theresa Eagleson

Title: Director

Address: 201 South Grand Avenue, East

Springfield, IL 62763

E-mail Address: HFS.CARES@Illinois.gov

GRANTEE CONTACT

Name: Mark Lofgren

Title: Director of Finance

Address: 4401 N. Main Street

Phone: (815) 921-9209

TTY#: N/A

Fax#: (815) 877-8610

E-mail Address: mlofgren@riverbluff.wincoil.gov

Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

To measure performance, Grantor will use four measures: (1) vaccination rates; (2) nurse staffing levels, (3) COVID-19 infection rates, and (4) total number of workers receiving premium pay. The Grantor will establish these performance measures and performance data in CPRS, Illinois' system of record for performance data on ARPA funds. Grantor will collect information on measures 1-3 through publicly available data sources published by the federal government and may supplement with information obtained through a data use agreement with the Illinois Department of Public Health. The data source for vaccination rates and COVID-19 infection rates will be COVID-19 Nursing Home Data - Centers for Medicare & Medicaid Services Data (cms.gov). The data source for nurse staffing levels will be the Staffing Data Submission Payroll Based Journal (PBJ) | CMS or cost reports filed with the Department. Grantor may collect data regarding the total number workers receiving premium pay from the Grantees. Grantees will be required to maintain a record of the total number of workers receiving premium pay and may be required to report such data to the Grantor at Grantor's request.

Grantor may request additional information from the Grantee as needed to measure performance, e.g., document the number of employees supported, and/or to provide more detailed information about premium pay programs as outlined in Part THREE below. Grantor will notify the Grantee in writing should additional information be required. Grantor shall enter all additional performance measure data into CPRS.

EXHIBIT F

PERFORMANCE STANDARDS

Grantee performance standards consist of compliance with required use of funds as stipulated in this Agreement and conveyed in the Budget to be submitted by the Grantee, including timely use of funds and timely submission of information requested by the Grantor as described in Exhibit E and Part THREE. There are not minimum requirements for the performance measures detailed in Exhibit E above.

EXHIBIT G
SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

N/A

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

Grant Agreement: The Grantee shall return the countersignature no later than September 14, 2022. Failure to return the Grant Agreement by this date may make your facility ineligible for funding under this program.

Medicaid Service Maintenance: The Grantee shall offer services to Medicaid clients during the period of performance of this grant.

Duplication of Benefits: The Grantee shall not use Grant Funds for costs which the Grantee has received or will receive funds through other grant, insurance, State or Federal sources, including but not limited to CARES and the PRF, FEMA, the HHS Office of the Assistant Secretary for Preparedness (“ASPR”) and any other source of financial recovery from COVID-19.

Ad-hoc Reporting: The Department may request ad-hoc reports and supporting documentation.

Quarterly Reporting: The Grantee shall submit its first Quarterly Report no later than November 15, 2022. The Grantee is expected to include a report of actual expenditures and the reporting of performance measures outlined in Exhibit E Performance Measures and Part THREE. The format of this Quarterly Report shall follow a format prescribed by the Department. Subsequent Quarterly Reports will be due on February 15, 2023 and May 15, 2023.

Final Reporting: The Grantee shall submit a Final Report no later than September 30, 2023. The format of this Final Report shall follow a format prescribed by the Department. Documentation to be submitted by the Grantee may include: receipts, invoices, proof of payment, before and after pictures with timestamps, equipment serial numbers, vendor bids and contracts.

Compliance with 2 CFR 200 Subpart E and Appendices III, IV, and V; Section 9901 of the American Rescue Plan Act of 2021; guidance issued by the US Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds; Public Act 102-0699. Grantee certifies to the Department that it understands that any funds provided pursuant to this Grant are (1) payments authorized by Illinois FY 2023 Budget Implementation Act, Public Act 102-0699 supported by the State Coronavirus Urgent Remediation Emergency Fund; (2) are authorized by Section 9901 of the American Rescue Plan Act of 2021 (the “ARP” Act); and (3) are subject to guidance issued by the US Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds and 2 CFR 200 and that it will follow all requirements of the BIMP and ARP Acts, including, but not limited to, all related guidance, including subsequent guidance, issued by the U.S. Department of the Treasury.

Allowable Costs. Grantee certifies that any funding provided pursuant to this Grant Agreement will only be spent on allowable costs defined in Article VII at 7.1. Allowable costs are those costs which are in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V; Section 9901 of the American Rescue Plan Act of 2021; guidance issued by the US Department of the Treasury for Coronavirus State and Local Fiscal Recovery Funds; the Illinois FY 2023 Budget Implementation Act, Public Act 102-0699 ; and within the categories of allowable costs as detailed in Exhibit C.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

Standing and Authority. Section 26.12 of Part ONE notwithstanding, this section shall take precedence over Section 2.1(e). This Grant is being issued based on formulaic funding and the submission of the Uniform Grant Application is not required.

Timely Billing Required. Section 26.12 of Part ONE notwithstanding, this section shall take precedence over Section 4.8. Section 4.8 is not applicable to this Grant Agreement as all payments will be made as upfront payments and no payment requests will be submitted by the Grantee.

Indirect Cost Rate Submission. Section 26.12 of Part ONE notwithstanding, this section shall take precedence over Section 7.2. Indirect costs are not an allowable use of funds under this Grant Agreement.

Non-compliance. Section 16.3 of Part ONE is modified to add the sentence “Such actions may include steps necessary to initiate recoupment which may include offsets of future Medicaid reimbursement payments or other non-related state payments” to read as follows:

“If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260. Such actions may include steps necessary to initiate recoupment which may include offsets of future Medicaid reimbursement payments or other non-related state payments.”

Budget Submission. The Grant Funds awarded pursuant to this Agreement are being issued without an application process. Grantees are required to submit a Budget using the required Grantor template no later than September 15, 2022. Receipt of the Budget by HFS does not constitute approval of the spending plan contained therein. Failure to submit a complete Budget to Grantor in a timely manner may result in cancellation of this award. The Grantee shall program Grant Funds in accordance with the terms and conditions of this Agreement and the submitted Budget. The Grantor will reference the Budget during the review of Final Reporting (ARTICLE XIII) as part of the closeout process of this Award. The Grantee will be notified during the closeout process of any funds deemed to be misspent and any subsequent repayment amounts (see Section 16.3 as modified above for non-compliance).

Audit Requirements. Section 26.12 of Part ONE notwithstanding, this section shall take precedence over Section 15.1 and 15.2. Single Audit Act requirements are not applicable to this Agreement due to designation of Grantee as ‘beneficiary’ per Treasury Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.

**ARTICLE XXVII
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS COMPLIANCE**

27.1. Coronavirus State and Local Fiscal Recovery Funds Compliance. The Grant Funds awarded pursuant to this Agreement are a subaward from the State's allocation from the Coronavirus State Fiscal Recovery Fund ("SLFRF") established by Section 602 of the Social Security Act, 42 USC 802. Grantee is required to comply with, and is subject to, all requirements of the SLFRF, the final rule implementing the SLFRF, effective April 1, 2022 (the "final rule"), (87 Fed. Reg. 4338, Jan. 27, 2022) and all other related rules and guidance issued by Grantor and the U.S. Department of the Treasury ("Treasury"), including, but not limited to the following:

(a) Interest on Grant Funds. The Grant Funds awarded pursuant to this Agreement are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR Part 205 or 2 CFR 200.305(b)(8)-9. Thus, Grantee is exempt from the provisions in Paragraph 4.7 of this Agreement. As such, Grantee can deposit Grant Funds in an interest-bearing account, does not need to remit interest to Grantor or to Treasury, and is not limited to using that interest for eligible uses under this Award.

(b) Recordkeeping Requirements.

(i) The SLFRF guidance issued by Treasury requires a longer records retention period than is required by paragraph 12.1 of this Agreement. Therefore, Grantee is required to maintain until December 31, 2031, adequate books, all financial records and supporting documents, statistical records, and all other records pertinent to this Award. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken. Grantee is responsible for ensuring all contractors and subrecipients, if applicable, adhere to these records retention requirements.

(ii) Grantee agrees to provide or make available all records related to this Award to Grantor or to Treasury upon request, and to any authorized oversight body, including, but not limited to, the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").

(c) Audits.

(i) Grantee may not use Grant Funds for costs for audits not performed in accordance with 2 CFR 200, Subpart F. Grantee also may be subject to audits as deemed necessary by authorized governmental entities, including Treasury, the GAO, the PRAC and the Treasury's OIG. Per Treasury Guidance, Grantee may be exempt from certain requirements in ARTICLE XV, as set forth below.

(ii) Notwithstanding the provisions in ARTICLE XV herein:

The financial statement audit thresholds and the requirement to submit a Consolidated Year-End Financial Report set forth in Article XV do not apply to this Award for all

grantees. Further, if Grantee is a "for-profit" entity, the program-specific audit threshold and the requirement for Grantee to submit an annual audit to Grantor in ARTICLE XV, if applicable, also do not apply.

(d) Civil Rights Law Compliance. In addition to the other non-discrimination and Civil Rights law compliance required in this Agreement, Grantee also certifies it is in full compliance with the terms and provisions of all legal requirements of the Treasury relating to non-discrimination and non-discriminatory use of federal funds. These requirements include ensuring that Grantee does not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (42 USC 2000d-1 et seq.) and the Treasury's implementing regulations, 31 CFR Part 22; Section 504 of the Rehabilitation Act of 1973 (29 USC 794), Title IX of the Education Amendments of 1972 (20 USC 1681 et seq.) and the Treasury's implementing regulations, 31 CFR Part 28; and the Age Discrimination Act of 1975 (42 USC 6101 et seq.) and the Treasury's implementing regulations at 31 CFR Part 23.

(e) Reporting Requirements. In addition to the reporting requirements set forth in this Agreement, Grantee shall submit obligation and expenditure data and performance indicators and programmatic data as required by this section, the American Rescue Plan Act of 2021 and related federal guidance, in a format requested by Grantor. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds, available at: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.¹ To the extent possible, when applicable, Grantee should provide data disaggregated by race, ethnicity, gender, income, and other relevant factors as required by Grantor.

(i) Expenditure Category. For the purpose of the State of Illinois' required quarterly reports for its allocation from the SLFRF, this Award falls within the following expenditure categories ("EC") EC 4.1, EC 4.2 and EC 1.4.

(ii) Quarterly Reporting (other than Infrastructure projects, EC 5.1 – 5.21). Grantee is required to report the following information with its quarterly report:

1. Project Demographic Distribution (EC 1.1-2.37) For projects that address the Public Health or Negative Economic Impacts of COVID-19, Grantee must report on whether the project associated with this Award is targeted to "impacted" and "disproportionately impacted" communities, as defined by the final rule and related federal guidance. Grantees should be prepared to report the following:
 - The impacted and/or disproportionately impacted populations which this Award primarily serves. See Compliance and Reporting Guidance- State and Local Fiscal Recovery Funds (February 28, 2022) at pp. 20-21.
2. Public Health and Negative Economic Impacts (EC 1.1-3.5)
 - Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced
 - Brief description of how Grantee's response is related and reasonably and proportional to a public health or negative economic impact of COVID-19

¹ Updated February 28, 2022.

3. Premium Pay (both Public Sector EC 4.1 and Private Sector EC 4.2)

- List of sectors designated as critical to protecting the health and well-being of residents by the chief executive of the jurisdiction, if beyond those included in the final rule
- Number of workers to be served
- Employer sector for all subawards to third-party employers (*i.e.*, employers other than the State, local, or Tribal government)
- For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, on an annual basis; OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions:

- A brief written narrative justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19, and why the recipient government determined that the premium pay was responsive to workers performing essential work during the pandemic. This description should not include personally identifiable information; when addressing individual workers, recipients should be careful not to include this information. Recipients may consider describing the workers' occupations and duties in a general manner as necessary to protect privacy.

4. Use of Evidence (EC 1.4, 1.11- 1.13, 2.1-2.4, 2.6, 2.7, 2.9-2.20, 2.25, 2.26, 2.30, 2.32, 2.33, 2.37)

- The dollar amount of the total project spending that is allocated towards evidence-based interventions
- Indicate if a program evaluation of the project is being conducted –
 - Note: Grantees are exempt from reporting on evidence-based interventions in cases where a program evaluation is being conducted.
 - If a program evaluation is being conducted in lieu of evidence-based interventions, Grantee must describe the evaluation design including whether it is a randomized or quasi-experimental design; the key research questions being evaluated; whether the study has sufficient statistical power to disaggregate outcomes by demographics; and the timeframe for the completion of the evaluation.
 - Grantee must notify Grantor when the program evaluation has been completed, as the State will be required to post the evaluation publicly and link to the completed evaluation in its annual reporting.

(iv) Annual Reporting- Recovery Plan Performance Report. The State of Illinois is annually required to publish and submit to Treasury a Recovery Plan Performance Report. Grantor may provide data from Grantee's quarterly reports to the Governor's Office of Management and Budget or a designee for submission with the State's Recovery Plan Performance Report. Grantee may be required to provide additional data for annual reporting as requested by Grantor or as required by subsequent

updates to Treasury guidance.

(f) Publications. Any publications produced with Grant Funds from this Award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury."

(g) Protections for Whistleblowers. In accordance with 41 USC 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes the following:

- A member of Congress or a representative of a committee of Congress;
- An Inspector General;
- The Government Accountability Office;
- A Treasury employee responsible for contract or grant oversight or management;
- An authorized official of the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this paragraph, in the predominant native language of the workforce.

(h) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(i) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

(j) Disclosure to Treasury and Public Disclosure. Grantor is required to provide detailed obligation and expenditure information to Treasury for any contracts and grants awarded, loans issued, transfers made to other government entities, and direct payments made from SLFRF funds that are greater than \$50,000. Grantee acknowledges that identifying and demographic information (e.g. DUNS/UEI/FEIN number and location); the award date, type, amount and description; award payment method; and any other information contained within this Agreement may be subject to disclosure to Treasury by Grantor, the Governor's Office of Management and Budget, and/or their designees. Grantor cannot guarantee the information provided to Treasury will remain confidential. Subject to federal statutes governing confidentiality of personal identification information (e.g. 42 USC 405), Treasury will make data submitted

by Grantor and other State entities publicly available.²

² See Project and Expenditure Report User Guide, <https://home.treasury.gov/system/files/136/July-2022-PE-Report-User-Guide.pdf>



Resolution Executive Summary

Prepared By: Winnebago County Finance on behalf of River Bluff Nursing Home
Committee: Finance Committee
Committee Date: November 17, 2022
Resolution Title: Ordinance to Amend Budget for HFS Grant Award Received by River Bluff
County Code: Not Applicable
Board Meeting Date: December 8, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$0
If not, explain funding source: HFS Grant Award			
ORG/OBJ/Project Code: 70500/4xxxx/B2301		Budget Impact: \$0	

Background Information:

River Bluff Nursing Home is requesting a budget amendment to appropriate funds received from through a grant award from the Illinois Department of Healthcare and Family Services (HFS). Sixty-five percent of the award must be used for pandemic related bonus pay to front line employees (as defined by the grant award) and thirty-five percent of the award is to be used for other expenses related to COVID-19 including, but not limited to costs related to testing for residents and staff, equipment, personal protective equipment and other medical supplies. All expenditures of grant funds will be in compliance with restrictions and guidelines set forth in the grant agreement.

Recommendation: County Administration concurs with this budget amendment

Contract/Agreement:

Legal Review:

Follow-Up: Not Applicable

2023 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: Nov 17, 2022
Lay Over: Nov 22, 2022
Final Vote: Dec 8, 2022

2022 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2023 and recommends its adoption.

ORDINANCE

WHEREAS, River Bluff Nursing Home has received a grant award from the Illinois Department of Healthcare and Family Services that was not included in the original approved appropriation,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2023 at its September 29, 2022 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2023-005 RBNH Grant Award Amendment**.

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2023
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		11/17/2022			AMENDMENT NO: 2023-005			
DEPARTMENT:		River Bluff Nursing Home			SUBMITTED BY: Patricia McDiarmid			
FUND#:		0001			DEPT. BUDGET NO.		70500	
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
70500	41110	B2301	Salaries	\$0	\$0	\$0	\$462,177	\$462,177
70500	42260	B2301	Medical & Dental Supplies	\$0	\$0	\$0	\$248,865	\$248,865
Revenue								
70500	32110	B2301	Federal Grant Revenue	\$0	\$0	\$0	(\$711,042)	(\$711,042)
TOTAL ADJUSTMENT:							\$0	
Reason budget amendment is required:								
River Bluff Nursing home received a grant of federal funds through the Illinois Department of Healthcare and Family Services (HFS) to cover COVID-19 related expenses for the period May 1, 2022 through June 30, 2023. 65% of the award is to be used for pandemic bonus pay to front line employees and 35% of the award is to be used for expenses related to the public health impacts of the COVID-19 public health emergency, including costs related to testing for residents and staff, equipment, medical supplies and PPE.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2023 budget: \$0								
Revenue Source: HFS Grant Award								



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Finance Committee
Committee Date: November 17, 2022
Resolution Title: Resolution Approving Nurse Call System Lights for River Bluff Nursing Home
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: November 22, 2022

Budget Information:

Was item budgeted?	Yes - ARP Funded	Appropriation Amount:	-Labor & Material \$74,230.00
Baker-Tilly ARP Compliance Review: Yes, Approved			
ORG/OBJ/Project Code: 61300-46440-RP024		Budget Impact: None - using ARP funds	

Background Information:

Staff and residents at long-term care facilities, across the country, were hit extremely hard by the first year of the COVID-19 pandemic. River Bluff Nursing Home, was no exception to the massive outbreak of cases affecting the most vulnerable part of the population. The high rate of increase was due to community spread, which resulted in the spread of the virus in River Bluff through visitors, staff and residents. This resulted in a lock down, thus not allowing for visitors to see their loved ones for a substantial period of time.

Recently, River Bluff Nursing Home received an upgraded Nurse Call System that residents use when they need assistance in their room. Due to the Illinois State requirements of the Illinois Department of Public Health, all resident rooms require an outside indicating light for the Nurse Call System and the lights will be added to the current, upgraded Nurse Call System.

Recommendation: The Winnebago County Facilities Engineer recommends approving the additional lighting to the Nurse Call System at River Bluff Nursing Home, to comply with the Illinois Department of Public Health.

Contract/Agreement: County to execute a Purchase Order to Pro Com Systems.

**RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION APPROVING NURSE CALL SYSTEM LIGHTS FOR RIVER BLUFF NURSING HOME

WHEREAS, the Winnebago County Facilities Department is required to provide a safe, secure and reliable Nurse Call system to track all residents and make sure they are staying within assigned areas; and,

WHEREAS, the Code of Ordinances Section 2-357(e) further allows for a contract with a sole source of supply or manufacturer with terms most advantageous to the County and to submit such to the County Board for purchases exceeding \$25,000; and,

WHEREAS, River Bluff Nursing Home received an upgraded Nurse Call System from Pro Com Systems and Baker Tilly had approved using American Rescue Plan (ARP) funds; and,

WHEREAS, due to Illinois State requirements (Resolution Exhibit B) each resident room needs to be upgraded and shall be served by at least one calling station and an outside indicating light for the Nurse Call System; and ,

WHEREAS, the Finance Committee has reviewed the bids for the aforementioned service and recommends awarding the bid as follows:

PRO COM SYSTEMS

3555 ELECTRIC AVENUE

ROCKFORD, ILLINOIS 61109

(See RESOLUTION EXHIBIT A)

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, Purchase Orders with PRO COM SYSTEMS, 3555 ELECTRIC AVENUE, ROCKFORD, ILLINOIS 61109, in the amount of SEVENTY FOUR THOUSAND, TWO HUNDRED AND THIRTY DOLLARS (\$74,230.00)

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Facilities Engineer, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Mr. Shawn Franks
Winnebago County Facilities
Via email: SFranks@WinColl.us

Wednesday, November 2, 2022

Re: Winnebago County / River Bluff Nursing Home Nurse Call Upgrade – Dome Light Add-on.
Dome Light Installation for the new Cornell Wireless Nurse Call System.

Corridor Light, 1 Lamp, Single Gang – QTY 166

Description: CORNELL Corridor Light bases feature a translucent, wedge-shaped dome cover, over a single incandescent bulb mounted on a stainless-steel plate. Optional custom screen-printed designations are available on domes. Dome cover color options are White (standard) or Red (Red dome covers NOT UL listed).

Zone Light, Triple Status – QTY 4

CORNELL Zone Lights (Z-103) to provide visual indication of normal and emergency calls within a zone. The Z-103 Triple Status Zone Light offers indications of call and given priority with multiple flash rates.

The satin finish stainless steel faceplate with silk-screened designations may be flush mounted on a standard outlet box with single-gang plaster ring, or surface mounted on a Wiremold 5748 or equivalent. Field wiring terminations are pigtailed.

Controller, Dome Light – QTY 4

The Cornell LC-064E Light Controller to be used with AURA 2.0 has 0-9 flash rate codes. Flash rates are used to determine the priority level of a call, and a different flash rate can be applied to each relay.

Cornell’s LC-064E will control the flash rate of the lights connected to it when properly programmed with AURA 2.0. Physical Dimensions: 15.5”W x 18.5”H x 4.25”D Mounting: Surface Mount

Total Additional Labor & Material Above: \$74,230.00

Prepared By:

Gordon Kleber / Tony Wienk
Senior Division Manager Project Engineer

11/2/22

Illinois Administrative Code
Title 77 - PUBLIC HEALTH
Part 300 - SKILLED NURSING AND
INTERMEDIATE CARE FACILITIES CODE
Section 300.2940 - Electrical Systems

Universal Citation: [77 IL Admin Code § 300.2940](#)

Current through Register Vol. 46, No. 30, July 22, 2022

a) General Requirements

1) All material including equipment, conductors, controls, and signaling devices meet all the requirements of NFPA 70, NFPA 99, and NFPA 110, as applicable.

g) Nurses' Calling System

1) Each resident room shall be served by at least one calling station and each bed shall be provided with a call station. One call station may serve two adjacent beds. A nurse call shall register at the nurses' station and shall activate a visible signal in the corridor at the resident's door, and in the nurse's station. In multicorridor nursing units, additional visible signals shall be installed at corridor intersections. In rooms containing two or more calling stations, identifying lights shall be provided at the nurses' station.

2) A nurses' call station shall be provided for residents' use at each resident's toilet, bath, and shower location. The cord shall extend to within six inches of the floor.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: November 17, 2022
Resolution Title: Resolution to Establish Public Safety Sales Tax Policy
County Code: N\A
Board Meeting Date:

Budget Information:

Was item budgeted? N\A	Appropriation Amount: N\A
If not, explain funding source: N\A	
ORG/OBJ/Project Code: N\A	Budget Impact: N\A

Background Information: The County’s budget process is governed by Illinois Compiled Statutes (55 ILCS 5/6) and Winnebago County Board Policies. To maintain the financial strength of the Public Safety Sales Tax revenue, and in keeping promises to, and protecting the interest of the taxpayer, the County Board is implementing the following directives regarding Public Safety Sales Tax usage.

Recommendation: Administration supports this resolution.

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

RESOLUTION TO ESTABLISH PUBLIC SAFETY SALES TAX POLICY

WHEREAS, on August 22, 2002 the County Board for the County of Winnebago, Illinois adopted a Resolution initiating a referendum authorizing the imposition of a Special County Retailer's Occupation Tax for Public Safety at a rate of one percent; and

WHEREAS, on November 5, 2002, the electors of the County of Winnebago approved the referendum and the results of that election were certified by the County Clerk; and

WHEREAS, to maintain its financial strength, and keep promises to the taxpayer's of Winnebago County, Winnebago County Administration has established a Public Safety Sales Tax policy; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Public Safety Sales Tax policy; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it adopts the Public Safety Sales Tax presented by the County Administration, a copy of which policy is attached to this Resolution as Exhibit A.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Board Chairman and all County department heads.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAULA ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2022.

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTACHMENT A

PUBLIC SAFETY SALES TAX POLICY

Background

The original Winnebago County Board Resolution, 2002 CR 206, initiating a referendum cited the basis for the 1% tax as being to raise sufficient revenue to fund the recommendations of a 15-action step plan. The 15 steps included:

1. Build a 1200- bed jail facility. Unoccupied beds may be used by the U.S. Marshall or for other jurisdictional inmates at a per diem cost.
2. Include new central receiving and diagnostic center (booking) in new facility
3. Locate four (4) jury courtrooms in the new facility. New courtroom initially to be used for status/arraignment and high security needs, with expansion for other uses. (This does not eliminate the need for criminal courtrooms in the courthouse.)
4. Develop connection capabilities between the new jail and the existing courthouse and/or be as close to the existing courthouse as possible.
5. Limit, to the extent possible, transportation of inmates from the new facility to the courthouse. Chief Judge will staff courtrooms in the new facility while working with staff on prisoner transportation issues for morning and afternoon calls. In addition, the Chief Judge will work with other Judges on video appearances for various status issues to eliminate the need for transport. Specific use of courtrooms to be recommended.
6. Move Sheriff's Dept. offices from PSB to new facility to be located in close proximity to jail. Sheriff to talk to Chief Nielsen about possibility of potential Rockford Police Department expansion in vacated PSB space.
7. Work with Janet Wattles to determine feasibility of adult mental health assessment room for Janet Wattles in new facility.
8. Develop North Church Street facility into a Community Corrections Center (now known as RIC).
9. Recognize that alternative programs are the key element to control the jail population and insure that adequate dollars will be included in the budget to fund those programs.
10. Endorse Jail Population Control Board
11. Determine general philosophy regarding the use of the current PSB jail for specialized classification of inmates, such as guilty awaiting sentencing, sentenced awaiting DOC transport, etc.
12. Work with architect Len Witke to develop a feasibility design plan for the new facility.
13. Develop multiple locations for Homeland Security issues in coordination with the new facility.
14. Implement a "Failure to Appear" program for missed court dates.
15. Budget adequate dollars within the entire criminal justice system to finance staffing needs for the State's Attorney, Public Defender, Corrections personnel and other court staff offices.

In further communication, "The Solutions" were described to the community as a 3-part plan, with the following definitions:

1. *The Jail, defined as:*

- Facility
- Operations

2. *Criminal Justice System, defined as:*

- Staffing for two new judges
- Additional Assistant States Attorneys
- Assistant Public Defenders
- Deputy Circuit Clerks

- Court Reporters
- Probation Officers
- ...all of those functions which keep a court system operating efficiently

3. Alternatives to Incarceration and Rehabilitation Programs*, defined as:

- To expand staff of pre-trial services
- Double # of drug court probation officers for both adult and juvenile drug court
- Extensively expand resources available for the community corrections center (now known as RIC) which includes programs such as:
 - Work Release
 - Graduated Sentencing
 - Sex offender and DV Programs
 - Day Reporting
 - Life Skills
 - GED programs
 - Employment Readiness
 - Parenting Skills

While not mentioned in the 3-part plan, this communication also indicated “an additional sum of money would also be used to support community-based programs intended to address root causes of the expanding crime problem in our community.” Further, Resolution 2003 CR 106 recognized public safety sales tax dollars alone would not be enough address our criminal justice system needs, and there was a need for an effort to identify, seek out grants and other revenue for public safety.

** To further clarify, Alternatives to Incarceration is an option for those convicted of a crime to serve their sentence outside of prison. It also applies to defendants who are awaiting trial in jail or on pre-trial release. Rehabilitation is inclusive of Alternatives to Incarceration.*

Policy

In keeping our commitment to the Winnebago County residents, the Public Safety Sales Tax policy shall be to continue to support the initial 15-step action plan and the Solutions identified and defined in the 3-step plan. Priority of revenue is given to the functions to keep our criminal justice system operating effectively.

Referencing Resolution 2003 CR 106 that recognized the public safety sales tax alone would not be sufficient to support our needs, to make the strongest impact and keep our commitment to support community-based programs; the policy shall define community-based programs as:

- Those community-based programs that partner directly with, and in collaboration with, any of the County Branches or Departments identified in the 3-step plan. Further, any organization operating a community-based program shall be a non-governmental, non-taxing body.

The Public Safety Sales Tax policy shall be inclusive of the debt service payment requirement and 25% unrestricted reserve requirements already in place through the 2023 Budget Policy.

RESOLUTION

of the
COUNTY BOARD FOR THE COUNTY OF WINNEBAGO, ILLINOIS

SUBMITTED BY: PUBLIC SAFETY & FINANCE COMMITTEES

2002 CR 206

RESOLUTION INITIATING A REFERENDUM TO AUTHORIZE THE IMPOSITION OF A SPECIAL COUNTY RETAILERS' OCCUPATION TAX FOR PUBLIC SAFETY

WHEREAS, the Winnebago County Jail located in the Public Safety Building (PSB) was completed in 1974 and had a design capacity of 173 inmates; and

WHEREAS, over the course of the last 28 years, without expanding the physical space, the capacity of the County Jail has been increased to 393, and a two story structure located at 214 N. Church Street was acquired, adding 96 minimum security beds and 94 beds for periodic imprisonment yet the average daily capacity for the PSB Jail often exceeds 500; and

WHEREAS, on June 6, 2000, the County Board authorized entering into a contract with Mark Goldman & Associates for Criminal Justice System Consultation and Planning Services in order to develop a Criminal Justice System Master Plan; and

WHEREAS, a Criminal Justice System Master Planning Committee, was established to assist Mr. Goldman and met for the first time on June 27, 2000; and

WHEREAS, as this planning process moved forward, the Winnebago County Citizens for Justice Committee was established to add the public's perspective to this planning process and met for the first time on June 21, 2001; and

WHEREAS, on November 28, 2001, the County Board, meeting as a Committee of the Whole, was presented with a report on the Master Plan Process and was advised of the need to construct a new jail; and

WHEREAS, four ad-hoc sub-committees (Jail Population, Alternative Programs, Judicial Systems and Site Selection), of the Winnebago County Citizens for Justice Committee were created to further refine the Master Planning Process; and

WHEREAS, after three months of meetings, the sub-committee submitted their recommendations to the Winnebago County Citizens for Justice Committee; and

WHEREAS, on July 10, 2002, Chief Judge Gerald Grubb, State's Attorney Paul A. Logli, Sheriff Richard A. Meyers, County Board Chairman Kristine Cohn, and Winnebago County

Citizens for Justice Committee Sub-Committee Chairs John Terranova, Mary Ann Aiello, and Patrick Winn presented a set of fifteen action steps that were approved by the Citizens Committee; and

WHEREAS, these action steps include the construction of a new 1,200 bed jail as part of a building that would include four jury courtrooms and administrative space to relocate the Sheriff's Department from the Public Safety Building; and

WHEREAS, the estimated total annual cost for debt service to finance the construction of the new jail facility and to pay for the operational expenses associated with the recommendations in the fifteen action steps amounts to \$21,600,000; and

WHEREAS, the Special County Occupation Tax for Public Safety Law, codified as 55 ILCS 5/5-1006.5, authorizes counties to impose a special county retailers' occupation tax ("sales tax") to be used for public safety purposes, provided a proposition to impose such sales tax is approved by a majority of those voting at an election; and

WHEREAS, a 1% increase in the sales tax is necessary in order to raise sufficient revenue to fund the recommendations contained in the fifteen action steps; and

WHEREAS, pursuant to the Special County Occupation Tax for Public Safety Law, the sales tax would be imposed upon (i) all persons engaged, in Winnebago County, in the business of selling tangible personal property at retail, except for personal property titled or registered with an agency of the State of Illinois, sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks, and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances, insulin, urine testing materials, syringes and needles used by diabetics, and (ii) all persons engaged, in Winnebago County, in the business of making sales of service who, as an incident to making those sales of service, transfer personal property within the County as an incident to a sale of service, subject to the exceptions described above; and

WHEREAS, the Public Safety and Finance Committees of the Winnebago County Board recommend that the County Board initiate a referendum to be submitted to the voters of Winnebago County on the question of whether a 1% county retailer's occupation tax should be imposed for public safety purposes.

NOW, THEREFORE, BE IT RESOLVED, by the County Board for the County of Winnebago, Illinois that it does hereby initiate a Referendum to be submitted to the voters of Winnebago County on the question of whether a 1% county retailers' occupation tax for public safety purposes should be imposed.

BE IT FURTHER RESOLVED, that said Referendum shall be submitted to the voters of Winnebago County at the General Election to be held on November 5, 2002.

BE IT FURTHER RESOLVED, that the ballot for the said Referendum shall be in

substantially the statutory form as set forth below.

Shall the County of Winnebago be authorized to impose a public safety tax at the rate of 1% upon all persons engaged in the business of selling tangible personal property at retail in the County on gross receipts from the sales made in the course of their business to be used for crime prevention, detention, and other public safety purposes?	YES	
	NO	

BE IT FURTHER RESOLVED, that the County Clerk shall properly certify this Referendum to the proper election officials not less than 61 days prior to the November 5, 2002 general election as provided by Section 28-5 of the Election Code.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized and directed to prepare and deliver certified copies of this Resolution to the County Clerk, the Chairman of the County Board, the Sheriff, the Chief Judge of the 17th Judicial Circuit, the Circuit Clerk, and the State's Attorney.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Mary Ann Aiello, Chairman

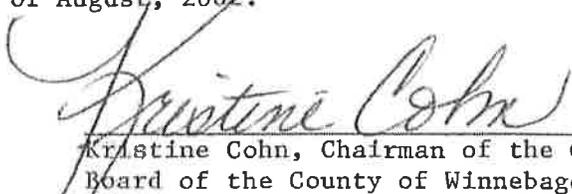
Randy Sturm

Jim Sacia

Reggie Taylor

Bill Coffey

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 22nd day of August, 2002.



Kristine Cohn, Chairman of the County Board of the County of Winnebago, Illinois

ATTEST:



John T. Schou, Clerk of the County Board

70 - 08/22/2002

X COUNTY BOARD MEETING

DATE: 8-7-07

FOREST PRESERVE DISTRICT

COMMITTEE Public Safety

ISSUE Referendum Public Safety

	AYES	NAYES	PRESENT	ABSENT
AIELLO, MARY ANN	✓			
BAUER, LARRY	✓			
BERG, POLLY	✓			
BOX, CHERYL	✓			
COFFEY, GEORGE	✓			
DAUENBAUGH, MARK	✓			
EKBERG, JOHN	✓			
ELLIOTT, JOHN	✓			
GRACEFFA, RAY	✓			
HAWKS, PEARL	✓			
HILL, AMY	✓			
HOLLERITH, CHARLES	✓			
JURY, GARY	✓			
KERESTES, DON		✓		
KINNISON, BOB	✓			
MACKAY, PETER	✓			
MCDONALD, SUE	✓			
PETERSON, JAMES	✓			
POLLACK, RICK	✓			
ROBERTS, BRUCE	✓			
SACIA, JIM	✓			
STURM, RANDY	✓			
SWEENEY, JOHN	✓			
TAYLOR, REGGIE	✓			
TERRANOVA, JOHN	✓			
THAYER, PATTI	✓			
WAIT, BETH	✓			
WILKINS, GLENN	✓			
	YES - <u>27</u>	NO - <u>1</u>		

ARTICLE V. - SPECIAL COUNTY RETAILER'S OCCUPATION TAX FOR *PUBLIC SAFETY*

Sec. 78-111. - Imposed.

A *tax* is hereby imposed upon all persons engaged in this county in the business of selling tangible personal property, other than personal property titled or registered with an agency of this state's government, at retail in the county at the rate of one percent of the gross receipts from such sales made in the course of such business while this article is in effect; and a *tax* is hereby imposed upon all persons engaged in this county in the business of making sales of service, at the rate of one percent of the selling price of all tangible personal property transferred by such serviceman as an incident to a *sale* of service. Such special county retailer's occupation *tax* for *public* safety shall not be applicable to the sales of food for human consumption that is to be consumed off the premises where it is sold (other than alcoholic beverages, soft drinks and food that has been prepared for immediate consumption) and prescription and non-prescription medicines, drugs, medical appliances and insulin, urine testing materials, syringes and needles used by diabetics. The imposition of these *public* safety taxes is in accordance with the provisions of sections 5-1006.5(a) and 5-1006(b) of the Counties Code (55 ILCS 5/5-1006.5(a) and 55 ILCS 5/5-1006(b)).

(Ord. No. 2002-CO-64, § 1, 11-26-02)

RESOLUTION
OF THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO

SUBMITTED BY: Public Safety Committee

2003 CR 106

**RESOLUTION OF INTENT TO RECOGNIZE AND UTILIZE THE WINNEBAGO
COUNTY CRIME AND PUBLIC SAFETY COMMISSION**

WHEREAS, on November 5, 2002 the citizens of Winnebago County passed a public safety referendum providing for an increase in revenue that the County government would have for public safety, but did not specifically designate how the monies are to be use; and

WHEREAS, the November 5, 2002 campaign for the public safety referendum highlighted the need for ongoing citizen input from diverse perspectives to help formulate fiscal policy, including specific uses of public safety revenue; and encourage a continuous coordination of community resources to address both causes and effects of crime in our community;

WHEREAS, the Winnebago County Master Plan Study and supporting documents show a need for increased jail capacity, but just as importantly it shows that there must be ongoing efforts to reduce crime, for alternatives to incarceration, and for a more efficient operation of the criminal justice system as whole;

WHEREAS, there are additional sources of revenue available for public safety, outside the public safety tax and county general fund; and that there needs to be a cooperative effort of criminal justice agencies to identify, seek out and share source of these grants and revenues for public safety;

WHEREAS, the Winnebago County State's Attorney, the Winnebago County Sheriff, the Winnebago County Board Chairman, and the Chief Judge of the 17th Circuit Court have caused to be established the *Winnebago County Crime and Public Safety commission* (the "Commission") to address these ongoing needs and issues;

WHEREAS, the *Winnebago County Crime and Public Safety Commission* was created to bring together multiple organizations, jurisdictions and interests in order to address public safety problems comprehensively and encourage the combined efforts of all community resources to address public safety issues, and conduct public hearings; as well as to provide sound fiscal policy input regarding the use of revenue obtained from any public source;

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that it expresses its intention to utilize the services and input from the *Winnebago County Crime and Public Safety Commission* through the Public Safety Committee

BE IT FURTHER RESOLVED, that the Winnebago County Crime and Public Safety Commission shall report its findings and recommendations to the Public Safety and that the Public Safety Committee shall appoint one member to be an official liaison to the Commission.

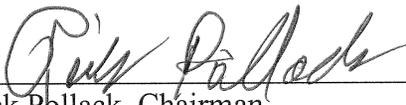
BE IT FURTHER RESOLVED, that the Executive Committee of the Commission shall meet with the Public Safety committee from time to time as shall be agreed upon by the Chairs of the Committees

BE IT FURTHER RESOLVED, that this Resolution will be in full force and effect immediately upon its adoption

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the State's Attorney, Chief Judge of the 17th Judicial Circuit and the Sheriff

Respectfully submitted,

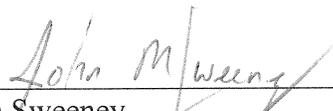
PUBLIC SAFETY COMMITTEE



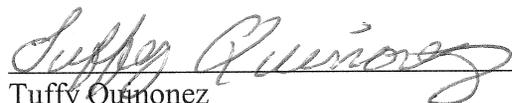
Rick Pollack, Chairman



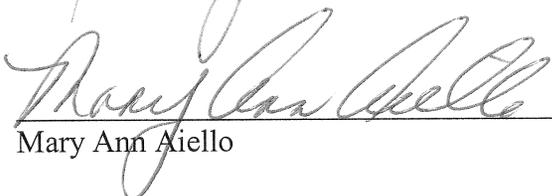
Chris K Johnson



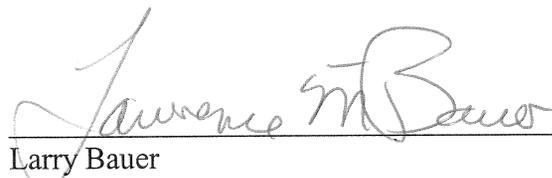
John Sweeney



Tuffy Quinonez



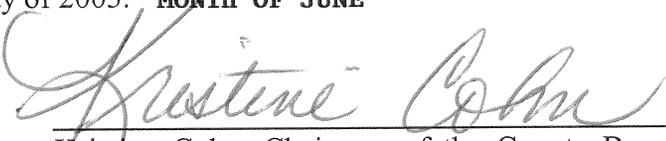
Mary Ann Aiello



Larry Bauer

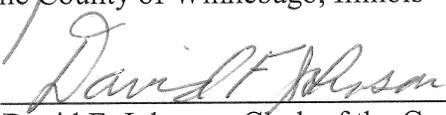
Reggie Taylor

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this 12th day of 2003. **MONTH OF JUNE**



Kristine Cohn, Chairman of the County Board of the County of Winnebago, Illinois

ATTEST:



David F. Johnson, Clerk of the County Board of the County of Winnebago, Illinois

FINAL CONSENSUS AND ACTION STEPS

Consensus on the following action steps was reached between Chief Judge Gerald Grubb, State's Attorney Paul Logli, Sheriff Richard A. Meyers, County Board Chairman Kristine Cohn, and Winnebago County Citizens for Justice Sub-Committee Chairs John Terranova, Mary Ann Aiello, and Pat Winn with agreement to forward them to the Criminal Justice Citizens Committee for final approval.

- 1) Build a 1200- bed jail facility. Unoccupied beds may be used by the U. S. Marshall or for other jurisdictional inmates at a per diem cost.
- 2) Include new central receiving and diagnostic center (booking function) in new facility.
- 3) Locate four (4) jury courtrooms in the new facility. New courtrooms initially to be used for status/arraignment and high security needs, with expansion for other uses. (This does not eliminate the need for criminal courtrooms in the courthouse.)
- 4) Develop connection capabilities between the new jail and the existing courthouse and/or be as close to the existing courthouse as possible.
- 5) Limit, to the extent possible, transportation of inmates from the new facility to the courthouse. Chief Judge will staff courtrooms in the new facility while working with staff on prisoner transportation issues for morning and afternoon calls. In addition, the Chief Judge will work with other Judges on video appearances for various status issues to eliminate the need for transport. Specific use of courtrooms to be recommended.
- 6) Move Sheriff's Dept. offices from PSB to new facility to be located in close proximity to jail. Sheriff to talk to Chief Nielsen about possibility of potential Rockford Police Department expansion in vacated PSB space.
- 7) Work with Janet Wattles to determine feasibility of adult mental health assessment room for Janet Wattles in new facility.
- 8) Develop North Church Street facility into a Community Corrections Center.
- 9) Recognize that alternative programs are the key element to control the jail population and insure that adequate dollars will be included in the budget to fund those programs.
- 10) Endorse Jail Population Control Board.
- 11) Determine general philosophy regarding the use of the current PSB jail for specialized classification of inmates, such as guilty awaiting sentencing, sentenced awaiting DOC transport, etc.
- 12) Work with architect Len Witke to develop a feasibility design plan for the new facility.
- 13) Develop multiple locations for Homeland Security issues in coordination with the new facility.
- 14) Implement a "Failure to Appear" program for missed court dates.
- 15) Budget adequate dollars within the entire criminal justice system to finance staffing needs for the State's Attorney, Public Defender, Corrections personnel and other court staff offices.

Passed by Winnebago County Criminal Justice Citizens Committee on July 10, 2002.

What will it cost the average family?

● What It will NOT Include...

The Public Safety tax is a one cent sales tax that excludes groceries, medications and titled vehicles. Senior citizens and those on fixed incomes will be impacted the least. The tax is NOT on property, rent, utilities, tuition, or car payments. A large portion of the tax will be paid by people from out of the County who spend money in our regional shopping centers.

● What It Includes . . .

The cost to each family will vary, based on how much each family spends on clothes, electronics, appliances, etc. The Public Safety Tax will cost the average family \$4 to \$6 per month. The cost is \$1 on every \$100 spent on disposable items.

What will it pay for?

● What the Tax Will Generate . . .

Approximately \$23 million per year. State law requires that the money must be used for Public Safety, and the County Board has approved a resolution to set up a Public Safety fund to account for all funds.

● How the Money will be Spent . . .

Approximately 35% will be used to cover the cost of bonds for the construction of the jail, 37% will be used to staff and operate the jail, and 26% will be used for adequate funding for the criminal justice system, including alternative and rehabilitation programs. Each year, over two million dollars will be spent on program alternatives to incarceration and rehabilitative programs.

How you can help with the public safety referendum...

● "Letters to the Editor"

Send "Letters to the Editor" in support of the referendum. Letters must be no more than 125 words and should be sent to:

Letters to the Editor
Rockford Register Star
99 East State Street
Rockford, Illinois 61114

Deadline is October 25, 2002!

Or send letters to your favorite weekly paper.

● Donations to Help Get the Word Out

Contributions in any amount are welcome. Make checks out to *Citizens for Public Safety* and send to:

Public Safety Fund
P. O. Box 53
Rockford, IL 61105

● Local Talk Shows

Call and express your support of the Public Safety Referendum: WNTA: 874-8255 • WROK: 399-2237

● Jail Tours One hour • Through October 26

9 a.m. Wednesday, Friday, and Saturday; 6 p.m. Thursday. No reservations needed. Meet in Public Safety Building, 420 West State Street, ten minutes prior to tour.



Paid for by ¹ *Citizens for Public Safety*

A copy of our report is (or will be) on file with the County Clerk of the County of Winnebago.

Vote YES!

...for Public Safety on November 5th

One Penny for Public Safety

A one-penny sales tax for a safer community

Winnebago County has the highest crime rate in the state!

Crime victimizes not just individuals, but entire communities — and we are all affected.

If we cannot be safe, we cannot be anything.

Vote **YES!**

...for a three-part comprehensive plan to address public safety in Winnebago County

The Problem

The problem is complex—an increase in crime, a high number of repeat offenders, a shortage of jail space, an understaffed criminal justice system, and a lack of funding to provide programs as an alternative to jail and for rehabilitation.

● **Currently, Winnebago County has the highest crime rate in Illinois!**

The jail can no longer hold all those who commit crimes. As a result, criminals are released into the community where they commit additional crimes.

● **County Under Federal Lawsuit**

The Public Safety Building was constructed in 1974 with a jail designed to hold 180 prisoners. A 1994 Federal Lawsuit charged the County with jail overcrowding.

A settlement gave the County a three-year moratorium against future lawsuits. In March of 2000, another lawsuit was filed in Federal Court.

A Federal Court cap of the jail population could lead to the release of 200 to 300 inmates back into the community and Federal control over our jail.

The Cost of Crime...

Crime is expensive. In addition to what we pay to support the criminal justice system, there are many indirect costs. These include insurance, insurance deductibles, indirect costs due to shoplifting and check fraud to businesses, and private security systems for homes and businesses. The public safety tax will take criminals off the streets and pay for safer communities throughout the county.

The Solutions

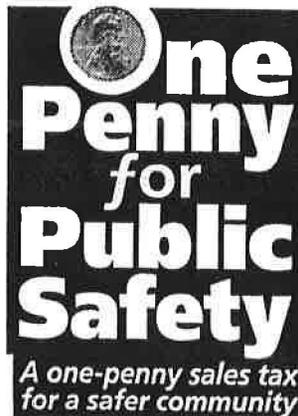
This is not a property tax. You are being asked to support a one-cent public safety sales tax that will pay for a three-part plan to address the problem. **This will cost the average family nickels and dimes—\$4 to \$6 a month.** The proposal includes funding for a new corrections facility, adequate staffing for the criminal justice system, and alternative and rehabilitative programs.

1 The Jail

The facility would be located in an area west of Winnebago Street and South of West State, anchoring the west end of downtown Rockford. Were the facility to be located elsewhere, it would be necessary to move the courts as well. This means that hundreds of employees (and potentially those lawyers and auxiliary services that frequent the court house) would leave downtown, which would negatively impact the central city.

The proposed facility would house 975 prisoners upon opening. In addition, the facility would contain four cellblocks that would not be ready for occupancy, but could become operational as the need arises. It would also house Sheriff's offices, two courtrooms and two video courtrooms. The facility would be designed for minimum staffing through direct supervision.

2

**One Penny for Public Safety**
A one-penny sales tax for a safer community

2 Criminal Justice System

Funding is included in the proposal for adequate staffing for the Criminal Justice System, including...

- staffing for two new judges,
 - additional assistant State's Attorneys,
 - assistant Public Defenders, Deputy Circuit Clerks, Court Reporters, Probation Officers,
- ...all of those functions which keep a court system operating efficiently.

3 Alternatives to Incarceration and Rehabilitation Programs

An annual amount three times what is currently allocated would be set aside for an increased emphasis on alternative programs designed to reduce pressure on the jail and to provide incentive for individuals to change behavior.

The increased money would be used...

- to expand the staff of pre-trial services,
- to double the number of drug court probation officers for both adult and juvenile drug court, and
- to extensively expand the resources available for the community corrections center which includes programs such as work release, graduated sentencing, sex offender and domestic violence programs and day reporting. This would include life-skills training, GED programs, employment readiness and parenting skills.

An additional sum of money would also be used to support **community-based programs** intended to address the root causes of the expanding crime problem in our community.



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: November 17, 2022

Resolution Title: Resolution Authorizing Settlement of a Claim against the County of Winnebago Entitled Timothy Coomer versus Winnebago County

Board Meeting Date: November 22, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source:	
ORG/OBJ/Project Code: 49400-43535	Budget Impact:

Background Information: Settlement for Timothy Coomer in the amount of \$39,370.96.

Recommendation: The Finance Committee, chaired by Jaime Salgado, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its November 22, 2022 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated these settlements on behalf of Winnebago County.

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Jaime Salgado

Submitted by: Finance Committee

2022 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
TIMOTHY COOMER VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having claims asserted against it by Timothy Coomer for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$39,370.96 for the settlement funding for his Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Timothy Coomer versus County of Winnebago for injuries allegedly sustained by Timothy Coomer while in the employment of the Sheriff's Department by payment of the amount of \$39,370.96 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Timothy Coomer in the amount of \$39,370.96 shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2022.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS