

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGENDA

Called by: Brad Lindmark, Chairman

DATE: WEDNESDAY, JULY 17, 2024

Members: Aaron Booker, Jean

TIME: 5:30 PM

Crosby, Tim Nabors, Angie Goral,

LOCATION: ROOM 303

Kevin McCarthy, Chris Scrol

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 12, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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. Debbie Jarvis, Director of Court Services – Resource Intervention Center Evening Programming: Discussion
- F. Resolution Authorizing the Winnebago County Board Chairman to Execute the First Amendment to Tower Site License Agreement
- G. Resolution Accepting Award and Authorizing the Winnebago County Board Chairman to Execute FY24 Law Enforcement Camera Grant – Fall Agreement
- H. Future Agenda Items
- I. Adjournment

Winnebago County Board
Public Safety and Judiciary Committee Meeting
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Wednesday, June 12, 2024
5:30 PM

Present:

Aaron Booker, **Vice Chairperson**
Jean Crosby
Kevin McCarthy
Tim Nabors
Chris Scrol

Others Present:

Marlana Dokken, Director, Chairman's Office of
Criminal Justice Initiatives
Josh Gesner, WCSO
Kurt Whisenand, WCSO

Absent:

Angie Goral
Brad Lindmark, **Chairperson**

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 15, 2024 Minutes
- D. Public Comment – This is the time we invite the public to address the Public Safety and Judiciary 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. Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Rockton Fire Protection District for Fire and EMS Dispatch Services
- F. Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services
- G. ATV's and Other Non-Highway Vehicles in Roadway – Discussion
- H. Future Agenda Items
- I. Adjournment

Call to Order

Vice Chairperson Booker called the meeting to order at 5:30 PM.

Roll Call

Vice Chairperson Booker yes, Ms. Crosby yes, Mr. Scrol yes, Mr. Nabors yes, Mr. McCarthy yes.

Approval of May 15, 2024 Minutes

Vice Chairperson Booker called for a motion to approve the minutes of May 15, 2024.

Motion: Mr. Nabors. Second: Ms. Crosby.

Motion passed by unanimous voice vote.

Public Comment

Vice Chairperson Booker omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Authorizing the Chairman of the County Board to Execute an Intergovernmental Agreement with the Rockton Fire Protection District for Fire and EMS Dispatch Services

Vice Chairperson Booker called for a motion to approve the Resolution.

Motion: Ms. Crosby. Second: Mr. Nabors.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing the Chairman of the County Board to Execute an Agreement with the Village of Machesney Park for Police Services

Vice Chairperson Booker called for a motion to approve the Resolution.

Motion: Mr. McCarthy. Second: Mr. Scrol.

- Discussion followed.

Motion passed by unanimous voice vote.

ATV's and Other Non-Highway Vehicles in Roadway – Discussion

- Discussion followed.

Future Agenda Items

None reported.

Adjournment

Vice Chairperson Booker called for a motion to adjourn.

Motion: Mr. Scrol. Second: Ms. Crosby.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Sean Hughes
Committee: Public Safety and Judiciary Committee
Committee Date: 07/17/2024
Resolution Title: RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE THE FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT
County Code: N/A
Board Meeting Date: 07/25/2024
Budget Information:

Was item budgeted? Yes	Amount: \$10,063 year
If not, explain funding source	
ORG/OBJ/Project Code	Budget Impact: N/A

Background Information: The Winnebago County Sheriff's Office entered into a 10-year lease in 2014 with Tarpon Towers II, LLC, successor-in-interest to Evangelical Christian Credit Union for the use and storage of radio equipment and operational needs for the emergency warning siren system. The lease expires on July 31, 2024. The parties desire to amend the agreement and the proposed amendment term will begin August 1, 2024.

Recommendation: Approve lease amendment

Contract/Agreement: Five years beginning August 1, 2024 with option to renew every 5 years for 3 additional terms.

Legal Review: The Winnebago County State's Attorney's Office has reviewed the agreement

Follow-Up: The Winnebago County Sheriff's Department will proceed with agreement(s) executions.

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO
EXECUTE THE FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT**

WHEREAS, on October 21, 2014, the County of Winnebago, Illinois (“Licensee”), on behalf of the Winnebago County Sheriff’s Office and Tarpon Towers II, LLC, successor-in-interest to Evangelical Christian Credit Union (“Licensor”) entered into a Tower Site License Agreement (the “Agreement”) for an initial five (5) year term, subject to one (1) additional five (5) year term; and

WHEREAS, pursuant to said Agreement, Licensor leases to Licensee a portion of a certain Site, therein described, with the right to install and operate certain communication equipment thereon, on a portion of Licensor’s communications facility tower site located at 7241 Cliekeman Road, Rockford, Winnebago County, Illinois, all as more particularly described in the Agreement; and

WHEREAS, the Agreement is scheduled to expire on July 31, 2024, and the parties desire to provide Licensee with additional renewal terms to extend the Agreement; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposed terms of the First Amendment to the Agreement, attached hereto as Exhibit A, and recommends executing the First Amendment under the terms set forth in the First Amendment; and

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the Winnebago County Board Chairman is authorized to execute the First Amendment to Tower Site License Agreement with Tarpon Towers II, LLC, in substantially the same form as contained in Exhibit A; and

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this Resolution to the Winnebago County Auditor, Winnebago County Finance Director, and the Winnebago County Sheriff.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

JOSEPH V. CHIARELLI
CHAIR 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

FIRST AMENDMENT TO TOWER SITE LICENSE AGREEMENT

This First Amendment to Tower Site License Agreement (“First Amendment”) dated as of the latter of the signature dates, below, is by and between **Tarpon Towers II, LLC**, a Delaware limited liability company, with offices at 8916 77th Terrace East, Suite 103, Lakewood Ranch, FL 34202, successor-in-interest to Evangelical Christian Credit Union (“Licensor”) and the **County of Winnebago, Illinois**, a body politic and corporate, on behalf of the **Winnebago County Sheriff’s Office**, with offices at 650 West State St, Rockford, IL 61101 (“Licensee”).

WHEREAS, Licensor and Licensee are parties to that certain Tower Site License Agreement dated October 21, 2014 (the “Agreement”) whereby Licensor leases to Licensee a portion of a certain Site, therein described, with the right to install and operate certain communication equipment thereon, on a portion of Licensor’s communications facility tower site located at 7241 Clikeman Road, Rockford, Winnebago County, Illinois, all as more particularly described in the Agreement; and

WHEREAS, the Agreement is scheduled to expire on July 31, 2024, and the parties desire to provide Licensee with additional renewal terms to extend the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. **Paragraph 1**, Licensee shall be modified to read as follows:

The County of Winnebago, Illinois, a body politic and corporate, on behalf of the Winnebago County Sheriff’s Office.

2. **Section 3- “Term”**, shall be deleted and replaced with the following:

This Agreement shall be effective as of the date it is fully executed by both parties and shall terminate on July 31, 2029.

3. **Section 4- “Renewal Terms”**, shall be deleted and replaced with the following:

Licensee is hereby granted three (3) additional terms of five (5) years each on the same terms and conditions as found in the Agreement, except as might otherwise be provided herein. Each renewal term shall automatically take effect unless Licensee notifies Licensor of its intent not to renew the Agreement no less than ninety (90) days prior to the expiration of the immediately following term.

In consideration of the additional renewal terms provided for, above, Licensee’s rent shall increase each year of each new renewal term by four percent (4%) over the rent in effect the immediately preceding year, with the first such increase occurring August 1, 2024 and on each subsequent August 1 thereafter.

4. **Section 6- “Rent”**, shall be deleted and replaced with the following:

Rent shall be payable, in advance, on or before the first day of each month at Dept 720047, P.O. Box 1335, Charlotte, NC 28201-1335, or such other address as Licensor may from time to time designate in writing to Licensee. For Licensee’s right to place and operate its Tower Equipment on the Site Tower and in the Site Building, Licensee shall pay Licensor monthly rent as provided in Section 4 above. From August 1, 2024 through July 31, 2025, the rent shall be \$838.60 and increased annually as provided herein.

5. Except as modified herein, the Agreement remains in full force and affect. All capitalized words and phrases not herein defined shall carry the same definition as required by the Agreement. In the event of a discrepancy or contradiction between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall govern and control.

Remainder of Page Intentionally Blank
Signature Page to Follow

IN WITNESS WHEREOF, Licensor and Licensee have executed this First Amendment as of the latter of the signature dates, below, intending to be legally bound thereby.

LICENSOR:
Tarpon Towers II, LLC
a Delaware limited liability company

By: _____
Print: Brett Buggeln
Title: COO

Date: _____

LICENSEE:
County of Winnebago, Illinois
a body politic and corporate

By: _____
Print: Joseph V. Chiarelli
Title: Chairman of the County Board
of the County of Winnebago, Illinois

Date: _____

ATTEST:

By: _____
Print: Lori Gummow
Title: Clerk of the County Board of the
County of Winnebago, Illinois

Date: _____

Winnebago County Sheriff's Office

By: _____
Print: Gary Caruana
Title: Winnebago County Sheriff
Date: _____

TOWER SITE LICENSE AGREEMENT

LICENSOR: Evangelical Christian Credit Union

LICENSEE: Winnebago County Sheriff

Address: 955 West Imperial Highway
P.O. Box 2400
Brea, California 92822-2400

Address: 650 West State St.
Rockford, Illinois 61101

Phone: 800/634-3228

Phone: 815/319-6000

Attn: REO Department

Attn: Deputy Chief Don Gasparini Jr.

WHEREAS, Evangelical Christian Credit Union (hereinafter referred to as "Licensor") owns a parcel of real estate commonly known as 7241 Clikeman Road in Winnebago County, Illinois upon which a tower and building are located that are capable of holding and storing radio airwave communication antennas and related equipment; and

WHEREAS, by virtue of an agreement entered into with Licensor's predecessor in title the County of Winnebago, by and through the Winnebago County Sheriff, (hereinafter collectively referred to as "Licensee"), is currently using space on the tower and in the building located at 7241 Clikeman Road for the placement and operation of radio airwave communications equipment; and

WHEREAS, Licensor and Licensee desire to enter into a new agreement to provide for the continued use by Licensee of the tower and building located at 7241 Clikeman Road for the placement and use of radio airwave communications equipment.

NOW, THEREFORE, in consideration of the covenants and promises set forth below, Licensor and Licensee agree as follows:

1. SITE.

The term "Site" in this Tower Site License Agreement (this "Agreement) means the real estate located at 7241 Clikeman Road in Winnebago County, Illinois and identified by Winnebago County property index number 07 21 100 006.

2. USE OF SITE.

Licensee acknowledges that Licensee owns and is currently operating the equipment listed in the attached Exhibit A, which is incorporated by referenced herein ("Tower Equipment").

During the term of this Agreement Licensee shall have the right operate its Tower Equipment and keep the antennas attached to the Site Tower, and the repeaters stored in the Site Building, in the same locations where that equipment is presently attached and/or stored. Licensee shall also have the right to access the Site, and any structures located thereon, for the purposes of replacing, maintaining, repairing, and operating its Tower Equipment, and shall only use the Site for those purposes or uses incidental thereto. Licensee shall not use the Site for any purpose prohibited by applicable law.

Licensee states the following: (a) the Site Building is presently divided into six (6) separately secured areas; (b) Licensee currently uses the approximately nine (9) foot by six and one-half (6 ½) foot area marked as area # 3, and located in the southwest corner of the Site Building, to store its repeaters; and (c) Licensee shares this space with two (2) Federal Law Enforcement Agencies. To the extent that the assertions in the immediately preceding sentence are accurate, and except as is provided in section 14 below, Licensor agrees to not allow any additional person or entity to use or access this space (area # 3) during the term of this Agreement without first obtaining Licensee's and the two federal agencies' consent.

Licensee shall also have the right to, at Licensee's option and expense, install and operate an emergency power generator and associated fuel tank on the Site, in a fenced in area adjacent to the Site Building, for Licensee's use in the event of a temporary loss of electricity service to the Site. In the event Licensee decides to exercise its option to install a generator and fuel tank on the Site, Licensee will notify Licensor in advance of installation and shall work with Licensor in determining the best place for installation.

It is understood and agreed that Licensee's right to use the Site, Site Tower, and Site Building is contingent upon Licensee continually maintaining in full force and effect all certificates, permits, and other approvals that may be required by any federal, state, or local authority. In the event that any of such certificate, permit, license, or approval issued to Licensee is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority so that Licensee will be unable to use the Site Tower for its intended purposes, this License shall automatically terminate.

This Agreement does not confer upon Licensee any real or personal property rights in the Site, Site Tower, Site Building, or the structures or equipment now or hereafter situated thereon except as is provided in this Agreement.

3. TERM.

This Agreement shall be effective as of the date it is fully executed by both parties, and shall terminate on July 31, 2019.

4. RENEWAL TERMS.

This Agreement shall automatically renew for one (1) additional five (5) year term under the same terms and conditions as are contained in herein unless Licensee notifies Licensor in writing of Licensee's intent not to renew no less than one hundred eighty (180) days prior to the end of the current term.

5. BINDING ON ASSIGNS.

This Agreement shall run with the land which comprises the Site, and shall be binding on Licensor's assignees.

6. RENT.

Rent shall be payable, in advance, on or before the first day of each month at 955 West Imperial Highway, Brea CA 92821, or at such other address as Licensor may from time to time designate in

writing to Licensee. For Licensee's right to place and operate its Tower Equipment on the Site Tower and in the Site Building, Licensee shall pay Licensor monthly rent as follows:

Effective Date of Agreement through December 31, 2014:	\$600.00
January 1, 2015 through December 31, 2015:	\$618.00
January 1, 2016 through December 31, 2016:	\$636.54
January 1, 2017 through December 31, 2017:	\$655.64
January 1, 2018 through December 31, 2018:	\$675.31
January 1, 2019 through July 31, 2019:	\$695.56

If Licensee renews this Agreement as provided for in Section 4 above, then the monthly rent shall be as follows:

August 1, 2019 through December 31, 2019:	\$695.56
January 1, 2020 through December 31, 2020:	\$716.43
January 1, 2021 through December 31, 2021:	\$737.92
January 1, 2022 through December 31, 2022:	\$760.06
January 1, 2023 through December 31, 2023:	\$782.86
January 1, 2024 through July 31, 2024:	\$806.35

7. UTILITIES.

Utilities are included in rent. Licensor shall directly contract with the electric utility company to provide electrical service to the Site and shall pay the costs billed for the electricity used by Licensee in operating the Tower Equipment. Licensor shall not be responsible, nor held liable, in any circumstance for any failures or disruptions of electrical service unless caused by Licensor's actions.

8. STRUCTURAL ANALYSIS AND INSTALLATION PROCESS.

The parties acknowledge and agree that Licensee's Tower Equipment is already installed on the Site and therefore no structural analysis nor installation process is required.

9. NON-EXCLUSIVE.

Licensee acknowledges and agrees that Licensor, at its sole discretion, has the right to grant other licenses, leases, or rights of use to the Site, Site Tower, and Site Building to parties other than Licensee; provided, however, that such uses initiated following the date of this Agreement do not interfere with Licensee's operation of its Tower Equipment.

10. INTERFERENCE.

Licensor agrees that Licensor, and Licensor's other lessees or licensees, shall not be permitted after the commencement of this Agreement to install any communications equipment on the Site which will cause a measurable interference with the operation of Licensee's Tower Equipment or which will be incompatible with, and therefore be interfered by the operation of, Licensee's Tower Equipment.

In the event Licensee's Tower Equipment in the future causes a measurable interference with Licensor's or Licensor's other lessee's or licensee's communications equipment located on the Site, and after Licensor has notified Licensee of such interference, Licensee will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Licensor shall have the right to cause Licensee to cease operating the offending equipment or to reduce the power sufficiently to remove the interference until the condition can be remedied.

In the event Licensor's, and/or Licensor's other lessee's or licensee's, communication equipment in the future cause a measurable interference with the use and operation by Licensee of its Tower Equipment, and after Licensee has notified Licensor of such interference, Licensor will take all steps necessary to correct and eliminate the interference. If the interference continues for a period in excess of forty-eight (48) hours following notification, Licensor shall at Licensee's request cause the offending equipment to cease operating or reduce the power sufficiently to the offending equipment to remove the interference until the condition can be remedied.

11. MODIFICATION OF LICENSEE'S EQUIPMENT.

In the event Licensee wishes to modify the antennas it has attached to the Site Tower, it shall provide advance notice to Licensor and await Licensor's approval for such modifications; which approval shall not be unreasonably withheld, conditioned, or delayed. Licensee acknowledges that if its proposed antenna modifications will cause increased weight loading or wind loading on the Site Tower or any other structure located on the Site or will increase the sail area of the equipment or will cause Licensee's equipment to expand outside the Site, then Licensor's approval may be conditioned upon Licensee agreeing to pay additional rent and/or Licensee agreeing to pay for any structural upgrades required to the Site Tower to support such equipment. Replacing Licensee's antennas with antennas which are essentially the same size, shape, and weight as the antennas currently attached to the Site Tower, and which utilize the same airwave frequencies as the current antennas, shall not be construed to be a modification of Licensee's equipment under this section. Licensee may modify or replace its repeaters without Licensor's advance approval so long as such modification does not substantially interfere with Licensor's, or Licensor's other lessee's or licensee's, use of the Site Building.

12. EQUIPMENT, RECONFIGURATION, AND REMOVAL.

Licensee's Tower Equipment, and generator and fuel tank if installed, located in and on the Site, whether installed overhead, above ground, or underground, shall remain the personal property of the Licensee, and shall not be considered a fixture to the real estate. Licensee shall remove all of its Tower Equipment and other personal property from the Site prior to the expiration, or within thirty (30) days after the termination, of this Agreement. Licensee shall be financially responsible for the installation, replacement, modification, repair, maintenance, and/or removal of its Tower Equipment and other personal property. Licensee shall also within these time frames restore those portions of the Site, Site

Tower, and Site Building affected by Licensee's use to their original condition, reasonable wear and tear excepted. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

13. COMPLIANCE.

Licensor shall: (i) obtain and maintain all applicable federal, state, and local authorizations necessary to perform its obligations under this Agreement; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the Site, Site Tower, or this Agreement; and, (iii) maintain the Site and Site Tower in compliance with FCC rules pertaining to lighting, marking, inspection, and maintenance.

Licensee shall: (i) obtain and maintain all applicable federal, state, and municipal authorizations necessary to perform its obligations under this Agreement; (ii) comply in all material respects with all federal, state, or local laws, codes and orders which may affect the Site, Site Tower, or this Agreement; (iii) maintain, in full force and effect, its licenses with respect to its Tower Equipment and permitted frequencies; (iv) not permit any third party to operate its Tower Equipment, or at its permitted frequencies; and, (v) promptly pay all charges, taxes, assessments and fees (exclusive of income taxes and real property taxes) which may be imposed by any governmental authority on or in connection with this Agreement.

14. SITE MAINTENANCE.

Licensor may reasonably inspect the Site, including any and all buildings, towers, and related structures located thereon, and may make any necessary repairs, modifications, additions or replacements, and perform any work that may be necessary to prevent interference, waste, or deterioration, or to comply with applicable laws and regulations, or to perform the obligations of Licensee should it fail to do so as required herein. Licensor reserves the right to replace or rebuild any tower, building, or structure on the Site. In the event Licensor decides to replace or rebuild a tower and/or building on the Site, Licensor shall give Licensee at least sixty (60) days notice in advance of such rebuilding or replacement. Licensee shall be relieved of its obligation to pay rent to Licensor for any time during which Licensee is not able to operate its communications equipment due to such replacement or rebuilding.

Licensee shall paint, at Licensee's expense, any of its equipment installed on the Site Tower (including transmission lines, antenna and all appurtenances) to match the Site Tower if the tower is painted from time to time to ensure the tower is in full compliance with applicable FCC, FAA, or other rules or regulations governing the tower.

15. WARRANTIES AND REPRESENTATIONS.

Licensee represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Tower Equipment and covenants that it will operate its Tower Equipment within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical codes of the applicable county and/or state and, with respect to Licensee's hiring of tower climbers, the Occupational Safety and Health Act. Licensor represents and warrants that it is legally qualified under applicable FCC rules, regulations, and/or guidelines to own and operate its Site Tower, and covenants that it will operate its Site Tower within all material technical parameters of, and otherwise according to, all FCC rules, regulations, and the electrical codes of the

applicable county and/or state and, with respect to Licensor's hiring of tower climbers, the Occupational Safety and Health Act.

Licensor makes no guarantees as to communications performance or coverage for systems operating from the Site. Licensee acknowledges that it has examined and fully investigated the Site, Site Tower, and Site Building for condition, engineering, workmanship, and suitability for Licensee's purposes, and accepts the Site, Site Tower, and Site Building in their "as is, where is, with all faults" condition, and Licensor makes no warranties or representations, express or implied, statutory or otherwise, with respect to the matters referenced in this paragraph.

Each party hereto shall reasonably cooperate with the other party with regards to any actions, filings, approvals, permits, or leases necessary for the parties to exercise their respective rights hereunder. Licensee shall cooperate with Licensor in its reasonable rescheduling of transmitting activities, reducing power, or interrupting Licensee's activities for reasonably limited periods of time in order to permit the installation, modification, repair, replacement, or maintenance of the equipment of any user of the Site or Site Tower.

Licensee will not allow any liens of record to stand against the Site by reason of work, service, or materials, supplied through or under this Agreement by Licensee. Licensee shall cause any Mechanics' Lien filed against the Site by reason of any activity of Licensee to be discharged (by payment, deposit, or bond) of record within thirty (30) days after the date Licensee receives notice that the lien has been filed.

16. FORCE MAJEURE AND SITE DAMAGE.

The time for performance by Licensor or Licensee of any term, provision, or warranty of this Agreement shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, floods, material or labor restrictions by governmental authority, or other cause not within the reasonable control of the Licensor or Licensee.

If the Site is fully or partially destroyed or damaged, and as a result thereof Licensee is unable to conduct its operations on the Site for a period of at least seventy-two (72) hours in a manner that is functionally equivalent to Licensee's operations before such event, Licensee shall so notify Licensor. Licensor shall then notify Licensee, within ten (10) days after such event, whether or not it intends to rebuild or otherwise restore the Site, Site Tower, and/or any building or structure on the Site. If Licensor elects not to rebuild or otherwise restore the Site, Site Tower, or any related structure or building, or remedy the condition, this Agreement shall automatically terminate effective the date the Site and/or structure located thereon was originally damaged. In the event Licensor elects to rebuild or repair the Site, Site Tower, or related structure located thereon, it shall notify Licensee of that election and Licensor shall thereafter pursue such restoration or rebuilding. If the repair period continues for in excess of sixty (60) days, then Licensee shall have the right to terminate this Agreement upon notice to Licensor.

17. DEFAULT.

A party shall be in default hereunder (a "Default") if:

1. it fails to make any payment on or prior to the date due, and does not cure such non-payment

within fifteen (15) days after receiving written notice; or

2. it breaches any non-monetary term of this Agreement and does not cure such breach within thirty (30) days after the non-breaching party provides the breaching party with written notice thereof; provided however, that if any such non-monetary breach is not capable of being cured within the requisite period of time, then so long as the party charged with the breach has been and is diligently pursuing such cure of the breach within the prescribed period, such party shall be given reasonable time to cure the breach, such time not to exceed ninety (90) days, unless a shorter period is expressly required under the terms of this Agreement.

Upon the occurrence of any Licensee Default, Licensor may, subject to the terms of this section, seek any remedy available at law or equity, including disconnecting and removing Licensee's Tower Equipment from the Site at the Licensee's expense.

Upon the occurrence of any Licensor Default, Licensee may, subject to the terms of this section, seek any remedy available at law or equity, including the right to specific performance or the right to terminate this Agreement. In no event, however, will Licensor be liable for any special, incidental, consequential, or punitive damages, including, but not limited to, damages for lost profits, in the case of its Default under this Agreement.

18. ASSIGNMENT.

Licensee shall not assign this Agreement, in whole or in part, or sublet or permit the Site, the Site Tower, Site Building, or the Tower Equipment, or any part thereof, to be used by others without the express written approval of Licensor. No assignment, sublease, or authorized use by others shall relieve Licensee of its obligations under this Agreement.

19. INSURANCE.

At all times during the term of this Agreement Licensee shall have in effect and maintain a general liability insurance policy or policies having a limit of not less than \$1,000,000.00 per occurrence and an aggregate limit of not less than \$5,000,000.00, with a self-insured retention of not greater than \$250,000.00, with a company or companies qualified to transact business in Winnebago County, Illinois and having an AM Best Rate of A-: VIII or greater. Within fifteen (15) days after the execution of this Agreement, and within fifteen (15) days after any subsequent request made by Licensor, Licensee shall provide to Licensor a certificate of insurance evidencing Licensee's general liability insurance coverage. The certificate of insurance shall name Licensor as an "additional insured" and shall provide that coverage shall not be cancelled or materially changed without Licensor being given at least thirty (30) days advance notice.

At all times during the term of this Agreement, Licensee shall also have in effect and maintain insurance policies for Worker's Compensation coverage in amounts not less than those required by Illinois statutes.

At all times during the term of this Agreement, Licensee shall also have in effect and maintain an insurance policy or policies for its Tower Equipment, any and all of its other property and the property of others for which Licensee is responsible related to this Agreement, against all loss or damage, including business interruption, in an amount no less than full replacement value. Licensor shall not

provide any such insurance. Unless caused by Licensor's negligence or willful conduct, Licensor assumes no responsibility for damage occurring to Licensee's Tower Equipment or other property, or that of Licensee's Contractors and/or subcontractors, including business interruption.

Further, at all times during the term of this Agreement, Licensee and Licensor shall each require their respective contractors and subcontractors (hereinafter collectively referred to as "Contractors") to carry liability insurance with minimum limits according to the following:

- (a) General Site Maintenance: Contractors performing General Site Maintenance, defined as: (i) grounds and vegetation maintenance and installation not requiring heavy equipment, or (ii) minor repairs and installations to existing facilities (locks, plumbing, fencing, air conditioning, etc.):

- Each occurrence limit.....\$1,000,000.00
 - General Aggregate limit.....\$1,000,000.00

- (b) Site Work: Contractors working on the Site (other than General Site Maintenance), but not on the tower:

- Each occurrence limit.....\$3,000,000.00
 - General aggregate limit.....\$3,000,000.00

- (c) Tower Climbers: Work at a Site in any capacity that requires climbing the tower:

- Each occurrence limit.....\$5,000,000.00
 - General aggregate limit.....\$5,000,000.00

20. ESTOPPEL CERTIFICATES.

Each party hereto shall, upon reasonable notice, execute, acknowledge, and deliver to the other party a statement in writing of the status of any matter pertaining to this Agreement, including, without limitation, certifying that this Agreement is unmodified and in full force and effect (or, if there have been any modifications, that this Agreement is in full force and effect as modified and stating the modifications), the dates to which rent and other charges, if any, have been paid in advance, and such other information as may be reasonably requested. Failure to deliver such statements within ten (10) business days of request shall be conclusive and binding proof that this Agreement is in full force and effect, with such modifications as may have been agreed to in writing by the parties, that there are no defaults hereunder by the requesting party, that the responding party has no offsets or claims against the requesting party, and that no more than one month's consideration has been paid in advance.

21. LENDER'S CONTINUATION AND OTHER RIGHTS.

Licensee understands that Licensor has mortgaged or otherwise created a lien on the Site, or may do so in the future. Licensor's lender (together with its successors and assigns, the "Lender"), may have made a loan, or may make a loan in the future, to Licensor and/or certain of its affiliates, successors and/or assigns, secured by a mortgage or other security instrument, encumbering all of Licensor's interest in the Site. Licensee shall deliver to the Lender (to an address designated in writing by Licensor to Licensee) a copy of any default notice given by Licensee to Licensor under this Agreement. No

default notice from Licensee to Licensor shall be deemed effective as against Lender unless received by Lender. Licensee agrees that this Agreement shall be subordinate to mortgages or other security instruments executed between Licensor and its Lender that affect the Site. Licensee agrees to attorn to Lender in the event that Lender acquires title to the Site. Such attornment will be effective upon Lender's acquisition and shall not be terminated based on foreclosure. Licensee agrees to execute an attornment agreement, from time to time, to the reasonable satisfaction of Lender. Licensee agrees that Licensor is solely responsible for its own actions and that in no event shall Lender be liable to Licensee for acts, omissions, or liabilities arising from this Agreement prior to Lender's acquisition. So long as Licensee is in good standing with and not in material default under this Agreement, Licensee's use of the Site, Site Tower, and Site Building shall not be interrupted or disturbed and shall continue in accordance with the terms of this Agreement. Licensor shall cooperate with Licensee in reaching a subordination, non-disturbance, and attornment agreement with Lender.

22. MISCELLANEOUS PROVISIONS.

(a) This Agreement contains the entire understanding of the parties with respect to its subject matter. No modification of this Agreement shall be effective unless contained in a written instrument executed by both parties.

(b) All notices, requests, claims, demands, and other communications hereunder shall be in writing and shall be delivered to the respective parties at the addresses written above, or as may be amended from time to time. Any such notice may be hand delivered (provided the deliverer provides proof of delivery) or sent by nationally established overnight courier that provides proof of delivery, or certified or registered mail (postage prepaid, return receipt requested). Notice shall be deemed received on the date of delivery as demonstrated by the receipt of delivery.

(c) Any action brought relating to this Agreement shall be brought in Winnebago County, Illinois. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last signed by a party hereto.

Evangelical Christian Credit Union

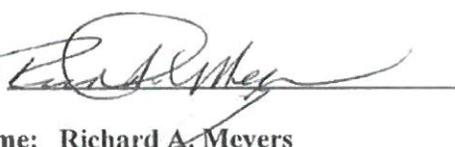
By: 

Name: *Don Hughes*

As Its: *Vice President*

Date: *October 21*, 2014

The County of Winnebago

By: 

Name: *Richard A. Meyers*

Winnebago County Sheriff

Date: *10/14/*, 2014



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety and Judiciary Committee
Committee Date: July 17, 2024
Board Meeting Date: July 25, 2024
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING THE WINNEBAGO COUNTY BOARD CHAIRMAN TO EXECUTE FY24 LAW ENFORCEMENT CAMERA GRANT – FALL AGREEMENT

Budget Information:

Was item budgeted? No	Appropriation Amount: \$432,623.00
If not, explain funding source: State of Illinois, Illinois Law Enforcement Training and Standards Board	
ORG/OBJ/Project Code:	Descriptor:

Background Information: The County of Winnebago on behalf of the Winnebago County Sheriff’s Office has been awarded FY24 Law Enforcement Camera Grant – Fall, from the State of Illinois, Illinois Law Enforcement Training and Standards Board. The funding is reimbursement, specifically for in-car video, and officer-worn body cameras for law enforcement officers, data storage cost, and training for law enforcement officers in the operation of the cameras.

Recommendation: Approve the agreement.

Contract/Agreement: Attached

Legal Review: Yes.

Follow-Up: n/a

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

Sponsored by: Brad Lindmark, Committee Chairman

Submitted by: Public Safety and Judiciary Committee

2024 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING THE WINNEBAGO COUNTY BOARD
CHAIRMAN TO EXECUTE FY24 LAW ENFORCEMENT CAMERA GRANT - FALL AGREEMENT**

WHEREAS, the County of Winnebago on behalf of the Winnebago County Sheriff's Office has been awarded FY24 Law Enforcement Camera Grant – Fall, from the State of Illinois, Illinois Law Enforcement Training and Standards Board; and

WHEREAS, the funding is reimbursement, specifically for in-car video, and officer-worn body cameras for law enforcement officers, data storage cost, and training for law enforcement officers in the operation of the cameras; and

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Agreement, Resolution Exhibit A, and recommends accepting the award and approving the Agreement; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County Board Chairman is authorized to accept and execute, on behalf of the County of Winnebago, Illinois an Agreement with THE STATE OF ILLINOIS, ILLINOIS LAW ENFORCEMENT TRAINING AND STANDARDS BOARD, 500 S. 9TH STREET, SPRINGFIELD, ILLINOIS, 62701, in substantially the same form as that attached Resolution Exhibit A, in the amount of FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS AND ZERO CENTS (\$432,623.00).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effect 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 Winnebago County Sheriff's Office, County Board Office, Chairman's Office of Criminal Justice Initiatives, Director of Purchasing, Finance Director, and County Auditor.

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BRAD LINDMARK, CHAIR

BRAD LINDMARK, CHAIR

AARON BOOKER

AARON BOOKER

JEAN CROSBY

JEAN CROSBY

ANGIE GORAL

ANGIE GORAL

KEVIN MCCARTHY

KEVIN MCCARTHY

TIM NABORS

TIM NABORS

CHRIS SCROL

CHRIS SCROL

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2024.

JOSEPH V. CHIARELLI
CHAIR 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, Illinois Law Enforcement Training and Standards Board
AND
County of Winnebago**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and County of Winnebago (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

[Illinois Law Enforcement Training and Standards Board]

By: _____

Signature of [Head of Grantor], [Title]

By: _____

Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____

Designee

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

[County of Winnebago]

By: Joe _____

Signature of Authorized Representative

Date: Jun 25, 2024

Printed Name: Joseph V. Chiarelli

Printed Title: Chair of the Winnebago County Board

E-mail: Joe@admin.wincoi.gov

By: _____

Signature of Second Grantee Approver, if applicable

Date: 06 25 24

Printed Name: GARY CANUANA

Printed Title: Sheriff

Second Grantee Approver
(optional at Grantee's discretion)

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

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

“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 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.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

“Direct Costs” 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.

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

“Grant Agreement” 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" is used interchangeably with "Project."

"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.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" 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 II
AWARD INFORMATION**

2.1. Term. This Agreement is effective on 04/10/2024 and expires on 06/30/2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed \$432,623.00, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**): Not applicable

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is, the federal awarding agency is, and the Federal Award date is. If applicable, the Assistance Listing Program Title is, and Assistance Listing Number is. The Catalog of State Financial Assistance (CSFA) Number is 569-00-2537 and the CSFA Name is FY24 Law Enforcement Camera Grant - Fall. If applicable, the State Award Identification Number (SAIN) is 20240113.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and SBEVXUKXKGK3 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must 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 Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366006681 is Grantee's correct federal employer identification number (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: Government Unit.

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.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 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. 30 ILCS 708/5(b).

3.4. Representations and Use of Funds. 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 must 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 will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(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 or permanent inclusion on the Illinois Stop Payment List, 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) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, 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.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) **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 subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV PAYMENT REQUIREMENTS

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 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 must 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 Paragraph 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 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 Grantor. 2 CFR 200.458.

4.3. **Return of Grant Funds.** Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

4.4. **Cash Management Improvement Act of 1990.** Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement 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.** Grantor will 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 Grant 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 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. Grantor must pay Grantee 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 will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must 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 **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs 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 subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. **Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. **Scope Revisions.** Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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 are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. **Budget.** 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 must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will 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 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 Grantee's fiscal year end, as dictated in the applicable appendices, such as:

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(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 must 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 Cost 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. 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.

7.5. 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 708/97, Grantee must 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. **Federal Form LLL.** If any federal 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.

8.3. **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 must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. **Procurement Lobbying.** Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. **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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. **Records Retention.** Grantee must 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.

9.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, 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 must cooperate fully in any such audit or inquiry.

9.3. **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. **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 will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must 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 X FINANCIAL REPORTING REQUIREMENTS

10.1. **Required Periodic Financial Reports.** Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. **Financial Close-out Report.**

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. **Effect of Failure to Comply.** Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. **Required Periodic Performance Reports.** Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D, PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO, PART THREE, or Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. **Performance Close-out Report.** Grantee must submit a performance Close-out Report, in the format required by Grantor by 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).

11.3. **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. 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.

**ARTICLE XII
AUDIT REQUIREMENTS**

12.1. **Audits.** Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), 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.

12.2. **Consolidated Year-End Financial Reports (CYEFR).** All grantees must 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 Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's 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 Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. **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 CYEFR(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of 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-issued Awards, 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 E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued

Awards, but expends \$300,000 or more in State-issued Awards, 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 must 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-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "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-issued Awards, Grantee must 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) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of 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-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(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 must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When 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 must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIII
TERMINATION; SUSPENSION; NON-COMPLIANCE**

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) 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).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(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 Award; or

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

13.2. 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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. 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 must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. 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 Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of

authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

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

ARTICLE XIV SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor 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 XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. **Failure to Provide Notification.** To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. **Notice of Impact.** Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. **Effect of Failure to Provide Notice.** Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. **Effect of Reorganization.** This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must 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 must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE 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 constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

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

17.2. **Prohibited Payments.** Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. **Request for Exemption.** Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

**ARTICLE XVIII
EQUIPMENT OR PROPERTY**

18.1. 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 must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award 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. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. 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.

18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in 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. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, 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 XIX
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. 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 must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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].” 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. **Prior Notification/Release of Information.** Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. **Maintenance of Insurance.** Grantee must 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**.

20.2. **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 must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. **Indemnification and Liability.**

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must 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 is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *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 unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII
MISCELLANEOUS**

22.1. 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 Illinois Executive Order 15-09.

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

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

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. 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 controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a

conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(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.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of 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 XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

The Illinois Law Enforcement Camera Grant Program was created to assist law enforcement agencies purchase officer-worn and in-car cameras. These grants to Illinois local governmental police agencies allow for the reimbursement of purchase price associated with in-car video cameras for use in law enforcement vehicles, officer-worn body cameras for law enforcement officers, data storage cost and training for law enforcement officers in the operation of the cameras.

EXHIBIT B

DELIVERABLES OR MILESTONES

Not applicable

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Lennora Burnom

Title: Grant Manager and GATA Officer

Address: 500 S. 9th Street, Springfield, Illinois 62701

GRANTEE CONTACT

Name: Rick Ciganek

Title: Chief Deputy

Address: 404 Elm Street, Rockford, IL 61101

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address:

FOR GRANT ADMINISTRATION

<u>GRANTOR CONTACT</u>	<u>GRANTEE CONTACT</u>
Name: Lennora Burnom	Name: Rick Ciganek
Title: GATA Officer	Title: Chief Deputy
Address: 500 S. 9th Street, Springfield, Illinois 62701	Address: 404 Elm Street, Rockford, IL 61101
Phone: 217-720-6354	Phone: 815-319-6006
TTY#: 866-740-3933	TTY#:
E-mail Address: lennora.burnom@illinois.gov	E-mail Address: CiganekR@WCSO-IL.us

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

After receiving an award, an agency must comply with all reporting requirements of the Law Enforcement Camera Grant Act and the Law Enforcement Officer Body-Worn Camera Act.

In Car:

Any agency receiving grants from the Board for in-car video cameras must adopt a written policy based on the following model.

A - Installation: Cameras must be permanently installed in law enforcement agency vehicles.

B - Recording:

- Cameras must be turned on continuously throughout the officer's shift.
- Video recording must provide audio of the officer when the officer is outside of the vehicle.

C - Access to Recordings:

- Camera access must be restricted to the officer's supervisors in the vehicle.
- A copy of the video record must be made available upon request to personnel of the law enforcement agency, the local State's Attorney, and any persons depicted in the video, as provided by law. Procedures for the distribution of the video record must include safeguards to protect the identities of individuals who are not a party to the requested stop.

D - Minimum Storage: Law enforcement agencies that receive money under this grant shall provide for storage of the video records for a period of not less than 2 years.

E - Reporting:

- Each law enforcement agency receiving a grant for in-car video cameras under Section 10 of the Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include the following:
 - The number of cameras received by the law enforcement agency;
 - The number of cameras installed in law enforcement agency vehicles;
 - A brief description of the review process used by supervisors within the law enforcement agency;
 - A list of any criminal, traffic, ordinance, and civil cases in which in-car video recordings were used, including party names, case numbers, offenses charged, and disposition of the matter.
 - Proceedings to which this subsection (e)(1)(D) applies include, but are not limited to, court proceedings, coroner's inquests, grand jury proceedings, and plea bargains.
 - Additional Information: From time to time, the Board may request any other information relevant to the program's administration. (Section 15 of the Act)

Body Worn:

A - Any agency receiving grants from the Board for officer-worn body cameras must adopt a written policy based on the following model:

- Written Policy: Any agency receiving a grant for officer-worn body cameras must adopt a written policy based upon this Section and the Board's basic guidelines published pursuant to the Law Enforcement Officer-Worn Body Camera Act.

B - Reporting:

- Each law enforcement agency receiving a grant for officer-worn body cameras under Section 10 of this Act must provide an annual report to the Board, the Governor, and the General Assembly on or before May 1 of the year following the receipt of the grant and by each May 1 thereafter during the period of the grant (while cameras remain in use). The report shall include:

- A brief overview of the makeup of the agency, including the number of officers utilizing officer-worn body cameras;
- The number of officer-worn body cameras utilized by the law enforcement agency;
- Any technical issues with the equipment and how those issues were remedied;
- A brief description of the review process used by supervisors within the law enforcement agency; and
- For each recording used in prosecutions of conservation, criminal, or traffic offenses or municipal ordinance violations:
 - The time, date, and location of the incident; and
 - The offenses charged and the date charges were filed.
- For each recording used in a civil proceeding or internal affairs investigation, including:
 - The number of pending civil proceedings and internal investigations;
 - In resolved civil proceedings and pending investigations:
 - The nature of the complaint or allegations;
 - The disposition, if known; and
 - The date, time, and location of the incident.

C - Additional Information: From time to time, the Board may request any other information relevant to the program's administration.

EXHIBIT E

SPECIFIC CONDITIONS

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

N/A

PART TWO –GRANTOR-SPECIFIC TERMS

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

- 27.1 Paragraph 4.4 is not applicable to this grant opportunity.
- 27.2 Paragraph 4.8 is not applicable to this grant opportunity.
- 27.3 Paragraph 10.1 is not applicable to this grant opportunity.
- 27.4 Paragraph 10.2 is not applicable to this grant opportunity.
- 27.5 Paragraph 10.3 is not applicable to this grant opportunity.
- 27.6 Paragraph 11.1 is not applicable to this grant opportunity.
- 27.7 Paragraph 11.2 is not applicable to this grant opportunity.
- 27.8 Paragraph 11.3 is not applicable to this grant opportunity.
- 27.9 Paragraph 11.2 is not applicable to this grant opportunity.
- 27.10 Paragraph 12.2 is not applicable to this grant opportunity.
- 27.11 In accordance with paragraph 22.10 the following exceptions have been approved for this grant opportunity: PFR PPR and Work Plan

PART THREE –PROJECT-SPECIFIC TERMS

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

- 27.12 The requirements of paragraphs 5.1 and 10.1 shall be met in accordance with 50 ILCS 707/15 and 50 ILCS 707/20, and 20 Ill. Adm. Code 1705.160
- 27.13 The requirements of paragraph 9.1 shall be met in accordance with 20 Ill. Adm. Code 1705.170
- 27.14 The requirements of paragraph 18.2 shall be met in accordance with 20 Ill. Adm. Code 1705.170
- 27.15 Pre-Award Costs are eligible for reimbursement for the period of January 1, 2021, through November 15, 2023.

27.15 Pre-Award Costs are eligible for reimbursement for the period of January 1, 2021, through November 15, 2023.

County of Winnebago - FY24 Fall Camera Grant Uniform Grant Agreement - 2024-06-12T093703 .016

Final Audit Report

2024-06-25

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By:	Marlana Dokken (mdokken@admin.wincoil.gov)
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