

FINANCE COMMITTEE

AGENDA

Called by: Jaime Salgado, Chairman

Members: Steve Schultz, John

Butitta, Paul Arena, Joe Hoffman,

Jean Crosby, Keith McDonald

DATE: THURSDAY, FEBRUARY 17, 2022

TIME: **5:30 PM**

LOCATION: ROOM 303

COUNTY ADMINISTRATION BLDG

404 ELM STREET

ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of November 18 and December 2, 2021 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Closed Session to Discuss Pending Litigation
- F. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Joseph Broullard Versus Winnebago County
- G. Discussion Item Cost of Service (Fee) Study Presented by David J. Rickert
- H. Discussion Item Pro Forma Financial Statements River Bluff Nursing Home Presented by Mark Lofgren
- I. Resolution Awarding Elevator Modernization for the Administration Building
- J. Resolution to Exercise Option to Purchase (310 S. Church, 320 Chestnut and 324 Chestnut) (Draft)
- K. Ordinance for the Approval of a Budget Amendment for the Winnebago County Coroner's Office
- L. Ordinance for Approval of Budget Amendment for the Violent Crime Reduction in Illinois Communities Program
- M. Ordinance to Amend Budget for Smart Probation, Innovations in Supervision Initiative
- N. Other Matters
- O. Adjournment

Approval of Minutes

**Winnebago County Board
Finance Committee Meeting**
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Thursday, November 18, 2021
Immediately Following Operations and Administrative Committee

Present:

Jaime Salgado, **Chairman**
Steve Schultz
John Butitta
Paul Arena
Joe Hoffman
Jean Crosby

Others Present:

Pat Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Lafakeria Vaughn, State's Attorney's Office
Rebecca Laue, State's Attorney's Office.
Chris Petrus, IT Department
Lori Gummow, County Clerk & County Recorder
Ann Johns, Purchasing Director

Absent:

Keith McDonald

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of Minutes – None
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Closed Session to Discuss Pending Litigation
- F. Resolution Approving Election Equipment Purchase Using American Recovery Plan Funds (ARP)
- G. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Johnette Sexton Versus Winnebago County
- H. Resolution Authorizing Settlement of Litigation (Larry Hoarde v. Winnebago County, et al.)
- I. Discussion on Emergency Dispatch (911) Staffing
- J. Other Matters
- K. Adjournment

Chairman Salgado called the meeting to order at 5:42 PM.

Public Comment

Chairman Salgado omitted reading the Public Comment section of the Agenda due to no one present to speak.

Mr. Salgado – Items G and I have been taken off the table and will be discussed at a further time.

Mr. Salgado – Motion to go into closed session to discuss pending litigation.

Moved: Mr. Schultz, Seconded: Ms. Crosby.

Roll call: Mr. Salgado yes, Mr. Schultz yes, Mr. Butitta yes, Mr. Arena yes, Mr. Hoffman yes and Ms. Crosby yes.

Mr. Salgado – No action was taken in closed session.

Resolution Approving Election Equipment Purchase Using American Recovery Plan Funds (ARP)

Motion by Mr. Hoffman and Seconded by Mr. Schultz and Mr. Butitta.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing Settlement of Litigation (Larry Hoarde v. Winnebago County, et al.)

Motion by Ms. Crosby and Seconded by Mr. Schultz.

- A discussion followed.

Motion passed by unanimous voice vote.

Other Matters

- Mr. Rickert spoke about information received from the tax agent regarding year end fiscal results. He also spoke about a second addendum.
- Mr. Arena spoke about an amount of money to be returned per an IGA.

Motion to adjourn. Moved: Mr. Schultz, Seconded: Ms. Crosby.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant

**Winnebago County Board
Finance Committee Meeting**
County Administration Building
404 Elm Street, Room 510
Rockford, IL 61101

Thursday, December 2, 2021
Immediately Following Operations and Administrative Committee

Present:

Jaime Salgado, **Chairman**
Steve Schultz
Paul Arena
Joe Hoffman
Jean Crosby
Keith McDonald

Absent:

John Butitta

Others Present:

Pat Thompson, County Administrator
Dave Rickert, Chief Financial Officer
John Giliberti, State's Attorney's Office
Lori Gummow, County Clerk & County Recorder
Debbie Crozier, HR Department
Ann Johns, Purchasing Director
Dorothy Redd, County Board Member (remotely)
Kathy Pomahac, Carrie Lynn Center
Chris Petrus, IT Department
Carol Hartline, Williams McCarthy
Burton LeBlanc (remotely)
Mike Dunn, Jr., Region 1 Planning Council
Ann Callis, (remotely)
Mark Pifko, (remotely)

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of August 5 and 26, 2021 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the chair, please stand and state your name. Thank you.
- E. Closed Session to Discuss Pending Litigation
- F. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Michael Delgado Versus Winnebago County
- G. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Johnette Sexton Versus Winnebago County
- H. Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutors Program
- I. Resolution for Storage Device Consolidation and Upgrade
- J. Discussion Item – Carrie Lynn Children's Center – Kathy Pomahac
- K. Discussion Item - Tax Agent Report - Region 1 Planning
- L. Other Matters
- M. Adjournment

Chairman Salgado called the meeting to order at 5:52 PM.

Motion to approve the minutes of August 5 and 26, 2021

Moved: Mr. Hoffman, Seconded: Mr. McDonald. Motion passed by unanimous voice vote.

Public Comment

Chairman Salgado omitted reading the Public Comment section of the Agenda due to no one present to speak.

Discussion Item – Tax Agent Report – Region 1 Planning

- A discussion followed.

Mr. Salgado – Motion to go into closed session for pending litigation.

Moved: Mr. Schultz, Seconded: Mr. Arena and Mr. Hoffman.

Roll call: Mr. Salgado yes, Mr. Schultz yes, Mr. Arena yes, Mr. Hoffman yes, Ms. Crosby yes and Mr. McDonald yes.

Mr. Salgado – No action was taken in closed session.

Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Michael Delgado Versus Winnebago County

Motion by Mr. Hoffman and Seconded by Ms. Crosby.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Johnette Sexton Versus Winnebago County

Motion by Mr. Schultz and Seconded by Ms. Crosby.

- A discussion followed.

Motion passed by unanimous voice vote.

Resolution Authorizing County Contribution for State's Attorneys Appellate Prosecutors Program

Motion by Mr. Schultz and Seconded by Ms. Crosby.

- A discussion followed.

Motion passed by unanimous voice vote.

Discussion Item – Carrie Lynn Children's Center – Kathy Pomahac

- A discussion followed.

Other Matters

- Mr. Arena spoke about ERAP I and ERAP II. Mr. Schultz spoke about FEMA and cash recovery.

Motion to adjourn. Moved: Mr. Hoffman, Seconded: Mr. Schultz.

Motion passed by unanimous voice vote.

Respectfully submitted,

Amy Ferling
Administrative Assistant



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: February 17, 2022

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled Joseph Broullard Versus Winnebago County

Budget Information:

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

Background Information: Settlement for Joseph Broullard in the amount of \$18,524.26.

Recommendation: The Finance Committee, chaired by Jaime Salgado, to approve this settlement.

Contract/Agreement: N/A

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

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Jaime Salgado

Submitted by: Finance Committee

2022 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
JOSEPH BROULLARD VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having a claim asserted against it by Joseph Broullard for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claim against the County of Winnebago for consideration payable in the amount of \$18,524.26 for the settlement funding for a Workers Compensation case; and,

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

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Joseph Broullard versus County of Winnebago for injuries allegedly sustained by Joseph Broullard while in the employment of the Sheriff's Department by payment of the amount of \$18,524.26 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Joseph Broullard in the amount of \$18,524.26 shall be in full force and effect immediately upon its adoption.

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAULA ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

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

ATTESTED BY:

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

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

Proposal

FEBRUARY 11, 2022



Submitted by:

BRUCE COWANS

VICE-PRESIDENT, FINANCIAL SOLUTIONS

790 FRONTAGE RD, STE 110

NORTHFIELD, IL 60093

847.441.4175

bcowans@mgtconsulting.com

Cost of Service (Fee) Study

WINNEBAGO COUNTY, ILLINOIS

JERRY WOLF

DIRECTOR, FINANCIAL SOLUTIONS

790 FRONTAGE RD, STE 110

NORTHFIELD, IL 60093

847.441.4175

jwolf@mgtconsulting.com



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Cover Letter

February 11, 2022

Ms. Ann Johns, Director of Purchasing
Winnebago County
404 Elm Street
Rockford, IL 61101

RE: PROPOSAL FOR COST OF SERVICE FEE STUDY

Dear Ms. Johns:

This proposal is in response to our recent telephone conversations. You reached out to MGT Consulting (MGT) to ask us to assist the County in analyzing the cost of its user fee services in several departments. MGT has conducted over 200 similar studies for counties in Illinois.

Counties have relied on our methodologies and findings to guide their decisions in evaluating fees and deciding on trade-offs between fee increases, improved cost management, or continuing General Fund subsidies.

While the County may not take immediate action on some of our findings, senior management will have baseline information as to what various services cost and the degree to which the General Fund supports these services. General Fund support is necessary for many services, less so for others. In either case, management will be empowered with a sound analysis to help guide their decisions.

MGT conducted a similar project for the County in 2014. We have conducted similar studies for some of your neighbors, including Kane, Boone, DeKalb, DuPage and McHenry counties.

Winnebago County has held property taxes as level as any county could. The County's Total Direct Tax Rate (page 213 of FY 2020 ACFR) was .8799 in 2010 but grew to .9661 in 2019. As operating costs have grown and the mandates to provide various services have remained in place, the County looks to fee prices to pay for this work. This seems fair – a customer may receive as much service as he or she needs, as long as the fee is paid. But it is vital that prices recover costs, except when the County may choose to provide a discount or fee waiver.

MGT has a refined user fee approach, customization options and clear, concise deliverables. Given our extensive experience calculating fees for other complex municipalities, MGT Consulting is committed to prepare a fee study that is defensible and understandable. Our projects deliver:

- ♦ **Defensible & Transparent Calculation Methodology.** Our user fee models are rigorous, accurate and proven. These models are also completely transparent, with services, full costs, cost recovery, and subsidies all readily identified and presented in a comprehensive fashion.

- ♦ **Intuitive and Powerful Spreadsheet Calculation Models.** MGT uses powerful, user-friendly spreadsheet models to calculate overhead allocations and specific user fees. The model is fully customized for your County and will be provided to the County at the completion of the project.
- ♦ **Illinois Experience and Local Office.** MGT has significant experience providing cost of service studies to Illinois local governments, where our team has done fee studies for counties that represent 92% of Illinois' population. Our staff have enjoyed the opportunity to work with the County on many fee studies, including the County's 2014 Countywide Fee Study, the 2017 Mandate Study, and the 2018 Building Permit Fee Study. MGT has a track record.

Additionally, we have a local office in Northfield, IL to provide plenty of personable service, and no travel fees will be needed to complete this project. This proximity allows us to present final reports in person.

- ♦ **Experience, Exceptional Staff & Availability.** The proposed MGT team has performed over 85 user fee studies over the past five years and has access to over 100 studies for comparative purposes. We are proposing a project team for Winnebago County that possesses unmatched expertise and experience. This group will be available to start this project immediately and will be able to provide the services in a timeframe that is comfortable for the County, which is provided later in this proposal.

MGT Contact Information

PROJECT LEADERS AND CHICAGO-AREA OFFICE

Bruce Cowans, Vice-President, Financial Solutions

790 Frontage Rd., Suite 110 | Northfield, IL 60093

P: 847. 302.2006 | Email: bcowans@mgtconsulting.com

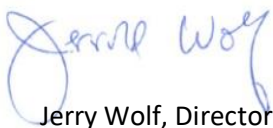
Jerry Wolf, Director, Financial Solutions

790 Frontage Rd., Suite 110 | Northfield, IL 60093

P: 847.404.0030 | Email: jwolf@mgtconsulting.com

MGT is committed to fulfilling all the requirements expressed by the County in our proposal. Please contact me if you have any questions or comments about this proposal (which is valid for 90 days) at 847.404.0030, or at jwolf@mgtconsulting.com. Thank you for the opportunity to submit this proposal for this important study.

Sincerely,



Jerry Wolf, Director

MGT of America Consulting, LLC

Statement of Work-Technical Offer

Proposed Technical Offer for Cost-of-Service Study and Analysis

Since the 1990s, Illinois County Boards have had the authority to set fees for several statutory offices if they conduct a cost-of-service study. Statutes for the County Clerk, County Recorder and County Sheriff authorize Boards to enact ordinances establishing their own fees for certain specified services. Counties can also set fees for many non-statutory offices. MGT has conducted over 200 such analyses for over 50 Illinois counties.

For Winnebago County, we recommend analyzing fee-supported services for the following departments:

Department	Comment
County Clerk	Statutory fees
County Recorder	Statutory fees in accordance with Predictable Fee amendments
County Sheriff	Statutory fees
Circuit Clerk	Activities related to collection of Probation and Sheriff fees
County Coroner	Statutory fees
Treasurer	Board enacted fee
Public Health	Inspection related fees
Animal Services	Board enacted fees
Regional Planning & Zoning	Update of fees amended in 2017
Supervisor of Assessments	Fee for township assessments
Veteran's Memorial Hall	Board enacted fees
Highway Department / County Engineer	Board enacted fees

There are several other departments that are central service departments, therefore providing administrative support. We recommend allocating these as "indirect costs". We present our approach for these departments in the methodology section.

There are other departments that we do not recommend analyzing as part of this study. For example:

- ♦ Circuit Court: fees are set by State statute
- ♦ River Bluff Nursing Home: the majority of reimbursements for the 304-bed skilled nursing facility are set by Medicare and Medicaid

Any analysis of user fees for these two departments would have little or no impact on the County's revenues.

MGT's Approach and Methodology

The study will evaluate both current fees and identify available new fees and policies to ensure proper cost recovery. Part of MGT's objective is to not impose our biases on the County but rather leverage our experience and understanding of best practices in your region to guide the Board to a proposed fee schedule reflective of the County's priorities. Our goal is to support the County in providing results that will withstand challenges. Firms may claim that they can create huge amounts of new revenue for the County. The objective of this work is to provide the County with **defensible documentation** using an approach embraced by 56 counties in more than 200 studies.

Effective and Continuous Communication

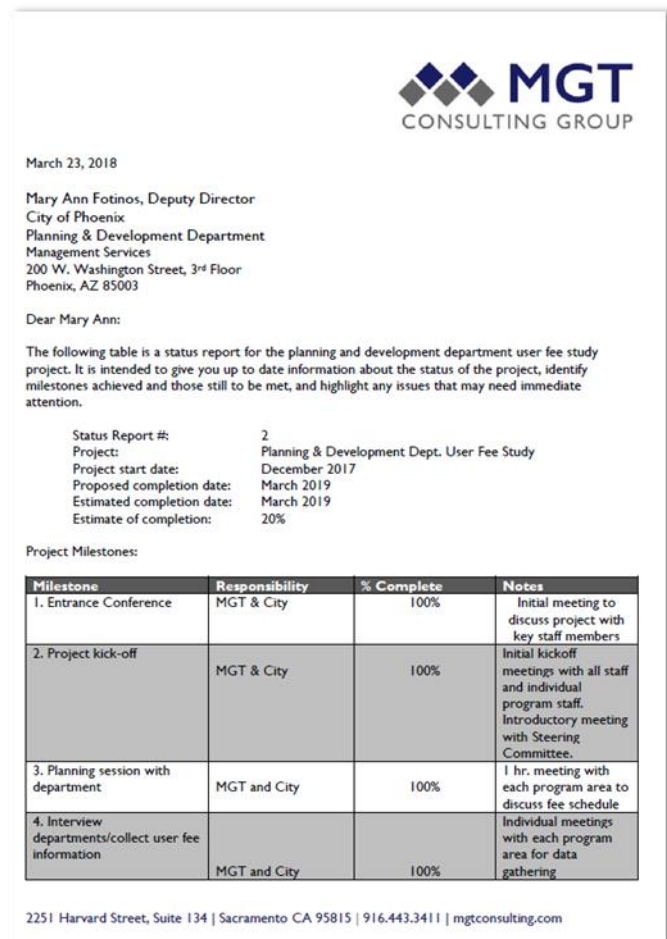
We know many of the County staff that would work with us, and our team is local, based in Northfield, IL. Effective and continuous communication between the MGT Project Director, the County Project Officer, MGT team members, and stakeholders is one of the most critical aspects of project management. The MGT Project Director will actively seek input and feedback from the County Project Officer and key stakeholders at each stage of this study. MGT's Project Director will regularly communicate information about the study's progress and problems which may arise before becoming a larger issue. A sample of the communications report we use frequently is shown in **Exhibit 1**.

Project Management

Each proposed senior level consultant is an expert in applying various project management methods and techniques to user fee projects. This expertise is rooted in completing hundreds of studies.

Our approach is to jointly establish a framework of firm timelines and milestones with each client based on that client's unique circumstances and needs. Aside from fixed deadlines and milestones, however, the framework is flexible to accommodate each client and even each annual project for recurring clients.

MGT's project management process and client satisfaction components are graphically represented below in **Exhibit 2**. We have found that focusing on these six components of client satisfaction ensures



MGT CONSULTING GROUP

March 23, 2018

Mary Ann Fotinos, Deputy Director
City of Phoenix
Planning & Development Department
Management Services
200 W. Washington Street, 3rd Floor
Phoenix, AZ 85003

Dear Mary Ann:

The following table is a status report for the planning and development department user fee study project. It is intended to give you up to date information about the status of the project, identify milestones achieved and those still to be met, and highlight any issues that may need immediate attention.

Status Report #:	2
Project:	Planning & Development Dept. User Fee Study
Project start date:	December 2017
Proposed completion date:	March 2019
Estimated completion date:	March 2019
Estimate of completion:	20%

Project Milestones:

Milestone	Responsibility	% Complete	Notes
1. Entrance Conference	MGT & City	100%	Initial meeting to discuss project with key staff members
2. Project kick-off	MGT & City	100%	Initial kickoff meetings with all staff and individual program staff. Introductory meeting with Steering Committee.
3. Planning session with department	MGT and City	100%	1 hr. meeting with each program area to discuss fee schedule
4. Interview departments/collect user fee information	MGT and City	100%	Individual meetings with each program area for data gathering

2251 Harvard Street, Suite 134 | Sacramento CA 95815 | 916.443.3411 | mgtconsulting.com

Exhibit 1. Sample Communications Report

that the work is properly performed and that milestones are met on schedule and within budget. The primary tool for delivering each of the components is communication. Our project teams are in regular contact with the project executive, providing project status updates and explaining any variances from the planned schedule. Additionally, **MGT is committed to regular client contact through client meetings and formal status updates at regular intervals.**

MGT Client Satisfaction Components



Exhibit 2. MGT's Components to Client Satisfaction

Project Work-Time Breakdown

Based on years of experience, MGT proposes the following breakdown regarding the approximate amount of time our consultants will spend on various aspects of the project.



Exhibit 3. Project Work-Time Breakdown

This breakdown assumes two full rounds of feedback and edits toward a final draft, which is then submitted for approval. Controlling the number of rounds of edits is a vital factor in keeping the project on schedule and matching the cost of the work to the agreed price. We could provide more rounds of edits, but our quote is based on limiting their number.

Proposed Workplan

Our basic approach to these studies is presented below. The approach will be adopted for each of the four offices, as the services to be studied are different. We will explain such differences in the appropriate sections of this proposal.

STATEMENT OF WORK-TECHNICAL OFFER

Task	Subtask	Description
1		Project Management Tasks
	1	Arrange interview schedules and request data from each office
	2	County to provide data prior to consultant arrival onsite, including: <ol style="list-style-type: none"> 1) A list of the services you want to review in each office 2) Current prices for each of the services to be reviewed 3) The latest annual number of customers for each service we will review 4) An electronic flat file (preferably in MS Excel) staff roster for each office under review showing name, job title, division, annual compensation, 5) A fixed asset file (preferably in MS Excel) for each office to be reviewed showing name of capital asset, acquisition cost and year of purchase Consultant will be available to discuss and facilitate this process
	3	Kickoff meeting to address:
		Confirmation of scope and project purpose
		Acceptance criteria for deliverables
		Status reporting and communications protocols
		Issue escalation protocol
		Confirm the work plan milestones and deliverables
		Confirm project change order protocol
		Confirm quality control process
	4	Bi-weekly status reports
2		Determine cost of current fees and compare to current prices
	1	Meet with supervisors in each office we study so that they can describe the steps required to perform each fee service, using either estimates or actual time records
	2	Determine paid leave and other deductions from assignable time
	3	Determine relationship of non-salary operating expenses to fee services
	4	Develop Countywide indirect cost rate that we will apply to each department we study. Develop list of central service providers, budgets for each, allocation methods and document findings. This single rate will reflect the cost of centrally budgeted fringe benefits plus the cost of central administrative functions (e.g., County Auditor, State's Attorney (civil functions), Finance, etc. The indirect cost rate will comply with OMB Circular 2CFR 200.
	5	Estimate depreciation of fixed assets used to support fee services
	6	Internal quality control. Confirm inclusion of all relevant costs, accuracy of documentation and compliance with relevant statutes
	7	Comparison of cost to current prices is a feature of our models and requires no additional effort. Compare findings to peer prices from 4-5 similar counties where possible

Task	Subtask	Description
	8	Recommend prices
	9	Prepare first draft report addressing RFP-required data elements
	10	Present draft of models to departments in person for quality control
	11	Discuss benchmark comparisons for Sheriff, Clerk and Recorder services
	12	Prepare second draft report
	13	Present findings to County's management group
	14	County reviews draft and provides comments
	15	Revise drafts to incorporate County comments
	16	County to approve report
3		Presentation
	1	Prepare a PowerPoint presentation with handouts of cost/price comparisons and submit the draft for County review
	2	County to review draft presentation documents and provide comments
	3	Finalize presentation documents based on comments
	4	Present to Finance Committee

Project Deliverables – User Fee Study

USER FEE STUDY DELIVERABLES
♦ A narrative report of findings and presentation slides
♦ A detailed report displaying all elements of costs for each fee analyzed
♦ Customized Excel workbooks providing fully burdened hourly rates, and cost-of-service calculations

Alternate Solutions Recommended

Illinois law discusses the approach to Sheriff, County Clerk and Recorder fees. For consistency, we recommend using the same approach for the other offices, as in the County's prior study. By building this study using the files prepared for the most recent study Winnebago County did, the work will cost less and take less time of County staff.

For offices that face growing workload, some of our clients have asked us to include additional resources in our models. This allows fees to pay for the increase in services. We do not anticipate this will happen, but for development-related fees (e.g., the subdivision fees in this project), some clients find this necessary. If workload is growing, developing fee findings based on today's facts will pay for today's effort. If the cost of addressing the effort is growing, this alternative solution can help.

Qualifications

User fee studies are one of MGT's core services. Lead staff on our proposed team have over 30 years' experience performing fee studies – both on the revenue side and the process improvement/management side.

MGT is thoroughly familiar with all relevant federal and state of Illinois user fee requirements. Our expert consulting team is proficient at managing user fee projects precisely like the one requested by the County. Additionally, MGT consultants regularly lead professional speaking engagements on this topic and have spoken to the Illinois Sheriff's Association and the Illinois Association of County Clerks and Recorders. Our proposed project manager was invited to address an Annual Conference of the Government Finance Officers Association on "Effective User Fee Strategies."

Although MGT has performed user fee studies across the nation, we have included a list of only Illinois User Fee Studies, below, to demonstrate our in-depth knowledge within the state.

MGT also has an outstanding record of past performance. Our teams are composed of proven professionals with the goal of providing the best quality of service while meeting project schedules and budgets. To review completed projects like the study requested by the County, please see the References section of our proposal.

"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism."

I would highly recommend them and hope to do business with them again for our next cost study."

*- Joseph Onzick, Executive Director of Finance
Kane County, IL*

MGT User Fee Study Experience

As a consulting group, we have delivered more user fee studies to governmental jurisdictions than all current competition combined. Our experience with user fee studies stretches back to the late 1980s when our senior consulting staff worked for David M. Griffith & Associates (DMG).

The expert consulting team proposed for your project is proficient at managing user fee projects exactly like the one being requested by the County. MGT consultants have performed **over 200 cost of service studies for 56 Illinois County Sheriffs, County Clerks, Recorder, GIS, Health, and Development Departments**, as shown in **Exhibit 4** below.

Exhibit 4. MGT Consultant Illinois County User Fee Studies Experience

MGT CONSULTANT ILLINOIS COUNTY USER FEE STUDIES								
	County	Sheriff	County Clerk	Recorder	GIS	Health	Development Permits	Other
1	Adams	2003	2003	2003				
2	Bond	2003	2003	2003				
3	Boone	2002, 2009						
4	Bureau	1997, 2001, 2006	2006		2006			
5	Champaign	2003	2003					
6	Christian	2003	2003					
7	Clark	2003	2003	2003				
8	Clay	2004	2004					
9	Coles	2002	2002	2002				
10	Cook	1997						All legal system departments 1997; Cost Allocation Plans 2019-2022
11	Crawford	2003	2003	2003				
12	Cumberland	2003	2003					
13	DeKalb	1992, 1997, 2007, 2015	1992, 1997, 2007, 2015	2015	2004, 2007			Coroner 2007
14	DeWitt	1998						
15	Douglas	2003	2003					

STATEMENT OF WORK-TECHNICAL OFFER

MGT CONSULTANT ILLINOIS COUNTY USER FEE STUDIES								
	County	Sheriff	County Clerk	Recorder	GIS	Health	Development Permits	Other
16	DuPage	1993, 1997, 1999, 2002, 2010	2001	1994, 2001, 2018, 2019		2004	2003	Janitorial contract 2002
17	Edgar	2003	2003					
18	Ford	2002	2002	2002				
19	Fulton	2000, 2011	2003					
20	Henry	2002	2002					
21	Iroquois	1997, 2002	2009					
22	Jackson	2002, 2013	2002, 2013	2002, 2013				
23	Jefferson	2003	2003					
24	Jo Daviess	2017	2017	2017	2017	2017	2017	
25	Johnson	2010	2010	2010				
26	Kane	2003, 2008, 2014, 2016, 2021	2008, 2014, 2021	2014, 2021		2014	2018	
27	Kendall	2000, 2002, 2014	2001	2001, 2003				
28	Knox	1998						
29	LaSalle	2001, 2009, 2015	2001, 2009, 2015	2001, 2009, 2015, 2021	2005, 2016			
30	Lee	2003	2003, 2009	2003, 2009				
31	Livingston	2001, 2010	2002					Treasurer 2010
32	Macon	1997, 2001	1997, 2001	2001				
33	Madison	1992, 2000, 2015	1992, 2000, 2015	1992, 2000, 2015	2009			Assessor, 2007, Godfrey patrol contract, 2009, E911 rates 2016
34	Marion		2003					
35	Massac	2007						

STATEMENT OF WORK-TECHNICAL OFFER

MGT CONSULTANT ILLINOIS COUNTY USER FEE STUDIES								
	County	Sheriff	County Clerk	Recorder	GIS	Health	Development Permits	Other
36	McHenry	1998	2001	2008				Jail expansion cost/benefit 2003, Jail per diem 2011
37	McLean	1992, 1998, 2004, 2011	2002, 2011	2011	2011			Jail meal cost 1999
38	Menard	2003	2003	2003				
39	Monroe	2002	2002	2002				
40	Montgomery	2003, 2012	2003, 2012	2003, 2012				
41	Moultrie		2003					
42	Ogle	1999						
43	Peoria	1991, 1995, 2001, 2007, 2010	2001, 2007, 2010	2001, 2007, 2010		2007, 2011	1995, 2001, 2010	
44	Piatt	2003	2003	2003				
45	Pulaski	2009						
46	Randolph	2002	2002	2002				
47	Rock Island	1991, 2002, 2009, 2013	2002, 2009, 2013	2002		2003, 2009		Cost allocation plan 2017
48	Saline	2003	2003					
49	Sangamon	1999, 2003, 2005, 2009, 2018	1999, 2005, 2009	1999, 2005, 2018	2004, 2009, 2018	1999, 2005, 2008, 2013, 2015	2009	Highway 2009
50	St. Clair	1991, 1995, 2007, 2013, 2018	1991, 1995, 2004, 2013, 2018	1991, 1995, 2007, 2018	2001, 2009	2007, 2013	2003, 2013	E911 1996, 2000, 2007, 2009, 2013, 2015, Animal control 2004, Highway 2007, Jail rate 2000, 2011 Mapping & Zoning 2018

MGT CONSULTANT ILLINOIS COUNTY USER FEE STUDIES								
	County	Sheriff	County Clerk	Recorder	GIS	Health	Development Permits	Other
51	Stephenson	2002, 2019	2002, 2019	2019	2019	2019	2019	
52	Tazewell	1998, 2004	1998, 2004					
53	Vermilion	2002	2002	2002				
54	Will	1992, 1996, 2003, 2012	1992, 2003, 2012	2003, 2007, 2012, 2014	2003, 2012	2012	2012	Child Advocacy Center 2012
55	Winnebago	2000	2000	2000				
56	Woodford	2003						

Experience

Proposed Project Staff

While the qualifications and experience of a firm are important, perhaps more important is the project team's knowledge, experience, and specific track record with your County. The same team that has managed your user fee study since 1991 will be the same team proposed for this project. Bruce Cowans will be the Project Manager and Jerry Wolf will continue as senior staff.

The best results come from tightly integrated teams working jointly to adapt the project work plan to best meet the County's needs and objectives. We value communication with our clients, whether it's on-site or via teleconference. We exclusively offer a six-month check-up visit after the project to assist with any outstanding implementation challenges or questions from your counter staff, etc.

Our proposed team has over 30 years' experience years of user fee calculation and consulting experience – and a proven track record of successful implementation. No comparable group of consultants in the nation can perform the County's requested services as well as MGT.

Our team is more than cost accountants. Team members act as your partners engaged in a common effort with the County to calculate and distribute all levels of costs fairly and equitably. Our objective to help you achieve your goals by successfully completing and delivering a comprehensive user fee study with minimum controversy, exposure, and disruption.

MR. BRUCE COWANS, VICE-PRESIDENT | PROJECT MANAGER

Mr. Cowans is a Vice-President with MGT and is an expert in both development fee structures and process improvement. Mr. Cowans has spent more than 30 years helping hundreds of public officials make decisions on how best to serve the public and how to properly fund those efforts. He has conducted hundreds of cost-of-service studies, including the studies for 56 Illinois counties that compare

to this scope of work, and is a national expert on development and building fee methodologies. Mr. Cowans has been a national practice leader with David M. Griffith & Associates, Maximus, Fiscal Choice, and MGT of America Consulting. Mr. Cowans was a 2009 GFOA National Conference Speaker on “Effective User Fee Strategies,” has written articles on fee studies for professional publications and has served as an expert witness in legal cases on cost studies. He is leading our current work on building permit fees for San Luis Obispo County.

MR. JERRY WOLF, DIRECTOR | SENIOR STAFF

Mr. Jerry Wolf is an experienced financial and revenue manager within the state and local agency environment. He also has practical experience in the areas of human services management and finance. He has led major assignments for the City of Chicago as well as a score of Illinois counties. He has an in-depth understanding of enterprise and internal service operations, as well as federal grant programs. He was also senior vice-president with MAXIMUS and directed the firm's financial services practice in the Midwest and Eastern regions. Jerry holds an MA in Social Policy and an MBA in Accounting and Finance from The University of Chicago. He is a CPA in Illinois, and a member of the CFA Society of Chicago. He is also a member of the board of the Civic Federation of Chicago where he has helped draft transition roadmap plans for the City of Chicago and Cook County, IL; he also serves on the Illinois State Budget Advisory Committee. He also lectures in Public Finance at The University of Chicago.

MS. DIANA HANCOCK, MANAGER | USER FEE SPECIALIST

Ms. Hancock is a Manager with MGT has more than 15 years of professional experience in government operations. She has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state mandated cost claiming projects during her consulting tenure. Her experience also includes working with various agencies to prepare their 2 CFR Part 200 and Full Cost Allocation Plans. In addition, she has prepared and reviewed indirect costs rate proposals for cities and counties in order to recover additional project revenue.

Ms. Hancock has worked with this team on several user fee studies in the past few years, including studies for Los Angeles County Animal Services, as well as the cities of Santa Monica, Dublin and Healdsburg. She was also part of the project teams calculating user fees for Butte and El Dorado counties. Ms. Hancock has a long history of assisting cities with their state mandated (SB 90) cost claim calculations and joined MGT in 2014.

MR. RUBEN RIVAS, SENIOR CONSULTANT | USER FEE SPECIALIST AND DATA ANALYST

Mr. Ruben Rivas is a Senior Consultant with MGT and has over seven years of experience, working with both cities and counties throughout the nation. Mr. Rivas has professional experience in SB 90 reimbursement claiming projects, cost allocation plans and user fee studies. Mr. Rivas has worked on several recent user fee and cost allocation studies including Burbank, La Habra, Whittier, Santa Barbara County Planning & Development Services, Oxnard Fire, and Chula Vista. Mr. Rivas has an impressive background in preparing indirect cost rates and overhead cost allocation models over the past seven years.

Staff Roles and Responsibilities

Winnebago County Project Officer

▪ TBD

MGT suggests that the County appoint a single point of contact to serve as the Project Officer. The Project Officer will have primary responsibility and final authority over all activities, and he/she will provide project guidance and direction to the MGT team. The Project Officer will approve the contract, work plan, and final report. All project correspondence, progress reports, and final reports will be delivered to the Project Officer.

A key responsibility of the Project Officer is to ensure that we receive the following data from County departments:

- Staff roster by department (name, job title, salary information)
- Detailed budget by department (departments listed on page 3 of proposal)
- Countywide budget
- Key contact in each department for interviews
- For fee services in each department:
 - Number of fee transactions (# paid, # not paid)
 - Fee revenue by service

We will need this information prior to starting our interviews.

MGT Project Manager

▪ Mr. Bruce Cowans, Vice President

The MGT Project Manager is the main point of quality control, has final authority for the project and deliverables, and helps resolve conflicts over any project issues. As Project Manager, Mr. Cowans will conduct interviews and review best-practice fee structure alternatives with staff. He will assist with department interviews, scheduling, data collection, follow up phone calls and e-mails. The Project Manager will also calculate the full costs of existing and new for-fee services and estimate fee-for-service revenues. He and the project team will prepare the draft reports, and review draft and final reports with County officials. The MGT Project Manager will also participate in key meetings and presentations.

MGT Project Consultants

- Mr. Jerry Wolf, Director, Senior Staff
- Ms. Diana Hancock, Manager, Staff
- Mr. Ruben Rivas, Senior Consultant, Staff

The MGT Project Consultants will work in close contact with MGT's Project Executive, Project Manager, and key County employees as appropriate, to customize and execute each work task and fulfill the County's stated expectations. Under the supervision of the Project Manager, they will review, document, evaluate, and generate recommendations in accordance with each component of the work plan. They will also be responsible for gathering and analyzing meaningful user fee comparison data and producing comparison charts. To have good comparison data, we must find out if the data from other agencies is valid, current and reasonably comparable to the County's fee types and names. The Project Consultants will also assist with data acquisition and analysis for this project.

Resumes

Resumes for our proposed project team members are included in **Appendix A**.

Proposed Estimate Completion of Project

Project Schedule

These projects typically take 3 months to complete. We expect to have draft findings within two months. The third month is devoted to developing recommendations and presenting findings to the County Board.

To meet this schedule, commitments from the County include:

- ♦ County scheduling of department interviews for the first week of the project
- ♦ County participation in weekly status discussions regarding scheduling issues
- ♦ County providing MGT with the data we request for Task 1.2 prior to the first week of the project. We will risk that we may not be compensated for our work to prepare for onsite services in week one if the contract is not awarded, but to be done by September 15, it is vital that we have the following in hand a week before we begin onsite:
 - Staff rosters for the fee departments that include name, job title and salary
 - Complete department budgets
 - Current service list and fee related transaction volumes
 - Complete staff time distribution reports within one week
- ♦ County review of first draft report within one week

References

MGT has an outstanding record of past performance. Our teams are composed of proven professionals with the goal of providing the best quality of service while meeting project schedules and budgets. Many of our clients have contracted with MGT for multiple projects or updates. Repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff.

Sangamon County, IL Cost Study	
Contact Person:	Brian McFadden, County Administrator
Phone Number:	217.753.6650
Email Address:	BrianMcFadden@co.sangamon.il.us
Mailing Address:	200 South Ninth Street Springfield, IL 62701
Dates of Service:	1999-2019
<p>Project Description: For over 25 years, the MGT team has worked closely with the County on several financial and organizational projects. Examples include:</p> <ul style="list-style-type: none"> ♦ Merger of City of Springfield and Sangamon County Health Departments ♦ Feasibility study of merging City and County communications systems ♦ Analyses of implementing Cable TV tax in unincorporated areas: 2017 ♦ Review of staffing and salary structure for State's Attorney and Public Defender: 2019 ♦ Financial analyses for: <ul style="list-style-type: none"> ▪ Sheriff: 1999, 2003, 2005 and 2009 ▪ County Clerk: 1999, 2005 and 2009 ▪ Recorder: 1999 and 2005 ▪ Health: 1999, 2005, 2008 and 2013 ▪ Highway: 2009 ▪ Juvenile Detention: 2014 ▪ Jail: 2014 ▪ Animal Control: 2005, 2008, 2013. Operating a facility whose cost it shares with the City of Springfield, this client had us prepare and periodically update an Animal Control fee study to provide transparency for the cost sharing arrangement. ▪ State's Attorney: 2019 ▪ Public Defender: 2019 	

REFERENCES

Kane County, IL	
Contact Person:	Joseph Onzick, CPA Executive Director, Chief Financial Officer
Phone Number:	630.208.5113
Email Address:	OnzickJoseph@co.kane.il.us
Mailing Address:	719 S. Batavia Avenue, Building A, 3rd Floor, Room 319, Geneva, IL 60134
<p>Project Description: Fiscal Choice Consulting, LLC merged with MGT Consulting on June 1, 2019. The MGT (Fiscal Choice) team has performed several projects, including a review of all mandated services and an analysis of how much of the status quo effort is in fact required by each mandate. The State of Illinois has enacted over 500 separate mandates that effect the County. We reviewed the impact on County operations and alternatives for providing the services. Separate contracts for cost studies of the offices of Sheriff, Recorder, County Clerk, Building & Zoning, False Alarm response, Juvenile Detention, and Health. Mandates study was performed July – November 2017.</p> <p>Cost studies were done for elected officials as follows:</p> <ul style="list-style-type: none"> ♦ Sheriff: 1991, 2003, 2008 and 2014 ♦ County Clerk: 1991, 2008 and 2014 ♦ Recorder: 2006 and 2014 ♦ GIS: 2008 and 2014 ♦ Health: 2008 ♦ Development: 2008 	

DuPage County, IL	
Contact Person:	Tony Manzzullo – Chief Deputy County Recorder
Phone Number:	630.407.5412
Email Address:	anthony.manzzullo@dupageco.org
Mailing Address:	421 N. County Farm Road, Wheaton, IL 60187
<p>Project Description: MGT conducted several financial studies for the Office. Projects related to analysis of service costs in order to determine the fees that the Office should charge to the public. All fees were reviewed by the County Board prior to implementation.</p>	

REFERENCES

McHenry County, IL Cost Study	
Contact Person:	Joseph Tirio, County Clerk & Recorder
Phone Number:	815.334.4110
Email Address:	JJTirio@co.mchenry.il.us
Mailing Address:	2200 N. Seminary Ave. Government Center, Administration Building Woodstock IL 60098-2637
Dates of Service:	2018
Project Description: Financial analyses for various elected officials: Sheriff, County Clerk, Recorder. Cost / benefit analysis of jail expansion proposal	

St. Clair County, IL Cost Study	
Contact Person:	Donna Moore, Director of Administration
Phone Number:	618.825.2164
Email Address:	Donna.moore@co.st-clair.il.us
Mailing Address:	101 South 1st St. Belleville, IL 62220
Dates of Service:	1996-2015
Project Description: Determine the cost of CENCOM's emergency call taking and dispatch services provided to subscriber local governments. Mr. Cowans (as part of Fiscal Choice Consulting, prior to the firm merging with MGT Consulting in June 2019) did the initial rate design in 1996 and has updated it regularly since. He continued this work through Fiscal Choice Consulting in 2013 and updated it again in 2015	

Madison County, IL Cost Studies	
Contact Person:	John Thompson, Compliance Manager
Phone Number:	618.296.4475
Email Address:	jthompson@co.madison.il.us
Mailing Address:	101 E Edwardsville Rd Wood River, IL 62095-1369
Dates of Service:	2014, 2016
Project Description: Our staff has conducted fee studies of a number of County offices, including Sheriff, County Clerk, Recorder, Animal Control, and E911 services.	

Cost Proposal

MGT proposes to perform the services included in this proposal for a fixed fee of **\$48,900**. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis using the above hourly rates, with all expenses billed at cost subject to pre-approval.

Method of Payment

MGT will provide monthly invoices to the County based on work plan tasks completed in the month. This will also serve as a detailed monthly status report by comparing actual performance to the plan.

Project Assumptions

Our work program and proposed fee for this project were developed with several key assumptions about the project. Changes to these assumptions may impact either or both our methodology and proposed fee. We welcome the opportunity to meet with the County Project Officer to review these assumptions, validate or adjust these assumptions based on more complete information, and adjust the work plan and/or budget accordingly. Below, we present our assumptions:

- ◆ The County will designate a Project Officer for this project. This person will function as the primary point of contact for the project, and coordinate and facilitate the flow of information and communication between the county departments and MGT. This person will be authorized to resolve any differences of opinion by County staff.
- ◆ The County Project Officer will ensure that comments on draft documents are consolidated into a single document and any conflicting comments are reconciled before delivering the comments to MGT.
- ◆ We will provide one draft of each department model. The County will provide edits within two weeks of receiving each draft. Additional draft reports can be added for an additional fee. In general, sticking to the number of reviews specified is a key step to keeping to the project schedule.
- ◆ MGT will have access to and cooperation and participation by staff and management. MGT expects to have reasonable, timely access to County personnel and data. If the County stops the project for any reason, MGT will be due all fees for services performed to date. The County is responsible for providing budget information as well as activity counts and revenues for each user fee service.
- ◆ Meeting facilities will be arranged for and used at the expense of the County. The County will provide all requested documents at its own expense.
- ◆ All costs and other data provided by the County will be considered accurate and valid. MGT will not be responsible for the audit and/or verification of any cost or other data provided by the County.
- ◆ MGT plans to conduct services, including status meetings and interviews, remotely due to the ongoing pandemic. If the County wants onsite services, we would be willing to do so, subject to

COST PROPOSAL

adding the reasonable cost of travel expenses to our quote. Travel expenses only will be charged in the event travel occurs. We will plan to deliver our final report to the Finance Committee or County Board in person.

- ♦ Significant changes to organizational structure, new programs, and/or changes to accounting systems may result in the need to renegotiate the price in subsequent years, once the plans are set up by MGT.
- ♦ At the end of the initial project, MGT will provide the County with the final Excel-based models. The County will be able to update the models. MGT can support the County in future updates on a time and materials basis.

Concluding Remarks

User fees exist – at least in theory – to fund the services for which you charge. The factual question is how the cost of the work compares to the price. You need not set the price as high as cost, but when the price is below cost, you must use tax revenues to subsidize the service. This is difficult for PTELL counties. When a service is discretionary to the user and of benefit to that person, the case to use tax revenue to help fund the service is weak.

- ◆ We have assisted 56 counties in conducting more than 200 cost of service / fee studies for a variety of county offices including County Clerk, County Recorder, and Sheriff.
- ◆ No other firm can offer Winnebago County this level of experience and understand of the services and costs of in other Illinois counties. And we have a local presence, making it easy to schedule meetings.

The above represent a tremendous saving for county taxpayers as the responsibility for the cost of using a service has shifted to the consumers of that service.

We believe our record on not being challenged should give Winnebago County the confidence that we have:

- ◆ A thorough understanding of the statutes.
- ◆ A proven and accepted methodology.
- ◆ A process that minimizes the time that County personnel need to devote to working with us.

Appendix A: Resumes



BRUCE COWANS

Vice-President | Financial Solutions

MGT CONSULTING GROUP

Mr. Cowans has spent more than 30 years helping hundreds of public officials make decisions on how best to serve the public and how to properly fund those efforts. He has been a speaker, panelist, and contributor of articles for professional associations throughout his career. He spent 10 years as a city council member and chair of its Finance Committee.

Mr. Cowans has been a national practice leader with David M. Griffith & Associates, Maximus, Fiscal Choice, and MGT Consulting. He has served as an expert witness on cost of service cases for the cities of New York and Chicago, as well as many other smaller jurisdictions.

Recent projects include an operations review and fee study for the City of Atlanta, GA, a process improvement and fee study for Hillsborough County, FL, an operations improvement study for Charles County, MD, fee studies for the cities of Pittsburgh, PA, Reno, NV, Nashville, TN, Tucson, AZ, and Montgomery County, MD.



Areas of Expertise

- ◆ Process Reviews
- ◆ Productivity Standards
- ◆ Financial Management
- ◆ Staffing Reviews
- ◆ User Fee Studies
- ◆ Expert Witness

Education

Master of Arts, Public Policy, Duke University

Bachelor of Arts, Environmental Studies, Pitzer College (The Claremont Colleges)

Professional Experience

MGT of America Consulting, LLC, *Director, 2019-Present*

Fiscal Choice Consulting, *Partner (merged with MGT in 2019)*

Village of Glencoe, Illinois, *City Council Member and Finance Chair*

MAXIMUS (NYSE listed), *Senior Vice President*

JMB Institutional Realty Corp., *Portfolio Analyst*

US Treasury Department, Office of the Secretary, *Budget Analyst*

Price Waterhouse, Office of Government Services, *Senior Consultant*

Client Service Highlights

Land Development Process Improvement | Hillsborough County, FL

Development activity surged and project deadlines became a challenge for Hillsborough County, Florida. In addition to developing a fee study for this client, the project streamlined the application processes for land development. It included stakeholder interviews, process maps, identification of bottlenecks, and assignment of roles to implement the changes. The client Board approved the report unanimously.

Fee Study of All City Applications and Permit Types | City of Las Vegas, NV

Mr. Cowans managed a cost allocation and citywide fee study team. The client had not attempted a cost-based fee study in recent memory. The pandemic threatened municipal finances. The City retained MGT to develop a cost allocation plan and to review the cost of fee services in all offices. We compared prices to



BRUCE COWANS

Vice-President | Financial Solutions

MGT CONSULTING GROUP

peers, advised on processes to make future updates easier, and transferred files and knowledge to enable the City to maintain the data. The project highlighted areas where current prices did not recover actual costs.

Operations Improvement Studies of Various Offices | Metropolitan Government of Nashville & Davidson County, TN

Nashville is a combined city/county entity that has a good government tradition. It has retained Mr. Cowans for review of several functions, including: 1) Can inspection duties of different departments be consolidated? 2) Can restaurant inspections go from two standard inspections annually to one standard and one risk-targeted inspection? 3) Is the Fire Department organized properly to fulfill its mission? 4) How should it regulate code enforcement issues, including short-term property rentals? 5) Is regulation of beer sales efficient? 6) How can it address bottlenecks in permitting of use of the public right-of-way? and 7) What are alternative scenarios, costs, and benefits for use of the State Fairgrounds property?

Relevant Project Experience

- Review processes to streamline bottlenecks for agencies in such areas as document management, permitting, inspection and customer intake / work order management
- Evaluate local government operations for scheduling, staffing, use of technology, alignment of efforts with guidance from elected officials and the public
- Hundreds of user fee studies nationally of virtually every type of billable governmental service, analyzing service delivery methods, costs and cost recovery options.
- Test business case for electronic tax filing for the Colorado Department of Revenue
- Set permit prices to recover costs, devise funding for a permit management system and streamline permit processes to reduce delays and errors – City of Tampa, Florida, Hillsborough County, Florida
- Review the service levels of all departments, validating staffing and spending levels and streamlining service delivery
- Consolidate inspection efforts by different departments to reduce cost without reducing service - Metropolitan Government of Nashville and Davidson County, Tennessee
- Establish overhead spending targets and reduce overhead costs across all departments. Define what to centralize and what to assign to each department – Sacramento County, California
- Define call center staffing requirements using a mathematical simulation of call patterns to confirm required shift coverage – Kenosha County, Wisconsin E911 center
- Expert reports and expert witness service on cost-of-service issues for cities of Chicago and New York; Kenosha County, Wisconsin; St. Clair County, Illinois, and an engineering firm
- Establish productivity standards, balance workflow and determine staffing needs – McLean County, Illinois Recorder; City of Los Angeles, California; and the City of Chicago, Illinois

Speeches, Panels and Articles

Alternative Service Delivery, Panelist, Western Canada GFOA, 2012 Annual Meeting

Effective User Fee Strategies, GFOA 2009 Annual Conference, Speaker

Fiscal Issues Affecting Information Technology Consolidation, National Association of State Comptrollers, 2006 Annual Conference, Speaker

The Future of Government Employment, Central Illinois American Society for Public Administration, 2011, Panelist

Outsourcing, Wisconsin Public Employers Labor Relations Association, Speaker



BRUCE COWANS

Vice-President | Financial Solutions

MGT CONSULTING GROUP

Performance Measurement and Benchmarking, Instructor, www.bettermanagement.com

Development Impact Fees, University of Wisconsin College of Engineering, Speaker

Activity-Based Costing, West Central Municipal Conference (Chicago), Speaker

User Fees, Illinois County Auditors Association, Speaker

Performance Management, Illinois Assistant Municipal Managers, Speaker

User Fees, Illinois GFOA, Speaker

Disaster Grant Management, Missouri Association of Counties, Speaker

Public Employee Compensation Analysis, Missouri Municipal League, Speaker

User Fees, Illinois Tax Foundation, Speaker

User Fees, Illinois Association of County Clerks & Records, Speaker

Predicting the Cost of Jail Expansion, Iowa State Association of Counties, Speaker

Predicting Jail Operation Costs, Association of Minnesota Counties, Speaker

Using Cost Data to Improve Fiscal Condition, Wisconsin County Finance Officers Association, Speaker



JERRY WOLF

Director | Financial Solutions

MGT CONSULTING GROUP

Mr. Wolf is an experienced public sector financial and operations consultant within the state and local agency environment. He has over 40 years of consulting experience helping hundreds of cities, counties, states, and special purpose districts develop strategies for identifying and implementing best practices for operations, developing improved approaches to cost reimbursement, and reducing operating expenses. During his career, he has worked with state and local governments of all sizes on a wide range of issues. His projects focus on how issues such as: what are the true costs of providing services; how should the costs be recovered; and how can governments make service delivery more efficient?



Mr. Wolf is a licensed CPA in the States of Illinois and Maryland and has practical experience in the areas of human services management and finance. He is a Lecturer in Public Finance at The University of Chicago.

Areas of Expertise

- ♦ Enterprise Funds
- ♦ Central Administrative Services
- ♦ Public Works
- ♦ Law Enforcement
- ♦ Dispute Resolution
- ♦ Financial Analysis
- ♦ Mergers and Consolidations
- ♦ Rates and Charges
- ♦ Intergovernmental Agreements
- ♦ Building, Planning, Zoning

Education

Master of Business Administration, Business, Booth Graduate School of Business, The University of Chicago

Master of Arts, Social Policy, School of Social Service Administration, The University of Chicago

Bachelor of Arts, Political Science and Economics, Washington University in St. Louis

Professional Experience

MGT of America Consulting, LLC, *Director, 2019-Present*

Fiscal Choice Consulting, *Partner (Merged with MGT in 2019)*

Public Consulting Group, *Manager - Midwest*

MAXIMUS, Inc., *Financial Services Practice Director*

Professional Affiliations

CPA, State of Illinois, State of Maryland

CFA Society of Chicago (inactive)

Washington University in St. Louis – Chicago Regional Cabinet

Civic Federation of Chicago Board of Directors

Lecturer in Public Sector Financial Management at The University of Chicago

Client Service Highlights

Development of Centralized Grant Management System | Cook County, IL

Cook County has retained MGT to lead a task force to redesign its policies, procedures and systems for administering federal and state grants. At the direction of the County Board President, Mr., Wolf will work with 20 County agencies.



JERRY WOLF

Director | Financial Solutions

MGT CONSULTING GROUP

Merger Feasibility Study | DuPage County, IL

The DuPage County Board considered placing a referendum on the ballot to ask voters if the Board should merge two departments currently led by elected officials. The Board wanted to be able to advise voters of the potential for cost savings from a proposed merger. MGT reviewed the organization structure, current processes, and proposed merger plans to quantify savings estimates. Results were presented to the County Board.

Review of Rate Structure and Cost of Services | State of Colorado – Marijuana Enforcement Division

The State of Colorado issues over 15,000 licenses per year to growers, processors, retailers and employees. The State charges license fees to support the cost of investigations and enforcement efforts. The division is to be self-supporting so that fee revenue offsets all of its operating expenses. In 2014, the State reduced fees, but the division's fund balance was about to be depleted. MGT reviewed costs by type of license to develop recommendations for full cost recovery. MGT also developed a model so the division could estimate the impact of changes in revenues, expenses, and license volume on fund balance targets. MGT presented findings and recommendations to management and legislative stakeholders.

Analysis of Short-Term Rental Property Licensing | Metropolitan Government of Nashville and Davidson County, TN

On a per capita basis, Nashville has one of the highest concentrations of STRPs in the country. Nashville had enacted an STRP ordinance with a nominal annual permit fee, but the permit process involved several departments. Nashville asked MGT to review its current process and determine the cost of issuing permits. MGT found the cost was six times the current fee. Based on the MGT report, Metro Council increased its fee to achieve full cost recovery. In addition, MGT recommended that Nashville install an automated system to identify STRP rental properties and the days of rental. This system resulted in a ten-fold increase in annual hotel tax revenues.

Review of Reimbursement Rate Structure | Opportunities for Ohioans with Disabilities, OH

OOD works with over 100 providers who serve residents with various physical and occupational disabilities. OOD had no methodology for determining appropriate reimbursement rates. Each provider defined its own services and negotiated its own rates with OOD. As a result, there were over 3,000 separate reimbursement rates across the various services and providers. Mr. Wolf managed a project to implement a system of standard service definitions and market-based rates. This reduced the number of rates to about 100, permitting OOD to improve its capacity to plan services and manage its budget.

Increase Federal Reimbursements | Midwest State Health and Human Service Agencies

Mr. Wolf managed several similar projects for state human service agencies in Illinois, Michigan, and Wisconsin. The goal of the projects was to improve federal reimbursements for health and human service programs, including Medicaid, Medicare, Foster Care, and TANF. Over a 5-year period, these efforts resulted in additional revenue to these states of \$2.5 billion.

Development of Centralized Grant Management System | City of Detroit, Michigan Emergency Manager

As Detroit reorganized its finances during bankruptcy, Mr. Wolf assisted the Emergency Manager in the development of a new approach to managing state and federal grants. This resulted in a centralized process to oversee eligibility, claiming and reporting.



JERRY WOLF

Director | Financial Solutions

MGT CONSULTING GROUP

Relevant Project Experience

- Development of improved cost reimbursement and cost control methodologies to increase federal reimbursements from human services programs. Midwestern state clients recovered or saved an additional \$2 billion.
- Design policies and procedures to streamline management and control of federal grant programs to bring grant programs into compliance with federal regulations.
- Support of the City of Detroit's Emergency Manager in design of methods to improve the recovery of costs incurred by the City that benefit other jurisdictions.
- Development of methodologies to improve the reimbursements by general funds of costs incurred to support enterprise fund operations. Implemented methodologies recovered more than \$1 billion for clients.
- Design of payment-in-lieu of tax methodologies to refunds from benefitting entities.
- Conduct user fee studies of many types of billable governmental service, analyzing service delivery methods, costs, and cost recovery options.
- Review the service levels of all departments, validating staffing and spending levels and streamlining service delivery processes. Areas examined have included: administrative services, development, public works, fleet, and law enforcement operations.
- Merger and consolidation studies in the areas of health, human services, fleet, and public works.
- Development of options to reorganize a \$1 billion state human services agency.
- Evaluation of rate structures for a state rehabilitation services agency.
- Review of cost sharing agreements between jurisdictions to properly align the costs and benefits.
- Expert witness support on cost of service for the City of Chicago and the City of New York.



DIANA HANCOCK

Manager | Financial Solutions

MGT CONSULTING GROUP

Ms. Hancock has more than 15 years of professional experience in government operations. She has worked with city, county, state, special district, joint powers authority government agencies on cost accounting and state mandated cost claiming projects during her consulting tenure. She brings her professional expertise in all areas of project management, cost analysis, and document development in order for her clients to have a successful project engagement.



In addition to her direct work on her consulting engagements, Ms. Hancock has experience with contract administration, proposal writing and coordination, risk analysis report preparation, and coordinating client workshops. Prior to working at MGT, she was a supervisor of the administration department for CA Health Care Options project, where she successfully reduced staff costs by restructuring functions, eliminating redundancies, and properly training and cross-training staff.

Areas of Expertise

- ♦ User Fee / Cost of Service Studies
- ♦ 2 CFR Part 200 and Full Cost Allocation Plan Services
- ♦ Indirect Cost Rate Proposals (ICRP) and Analysis
- ♦ Animal Services Department Fee Studies
- ♦ California State Mandate Reimbursement (SB 90)
- ♦ Grant Program Requirements, Tracking and Training
- ♦ Full-Cost Calculations of any government service/activity
- ♦ Project Management

Education

Project Management, West Valley College, Saratoga, CA
California Real Estate License

Professional Experience

MGT of America Consulting, LLC, *Senior Consultant, 2008 - present*
MAXIMUS, Inc., *Senior Consultant, Project Supervisor*
Hewlett-Packard, *Project Manager*

Client Service Highlights

User Fee Study Analysis

Ms. Hancock has worked with numerous cities and counties in California providing user fee study analysis. She has provided expert analysis and guidance to assist her clients to recover their full cost for fee related activities within California Prop. 218 and other state and federal laws.

Cost Allocation and Indirect Cost Rate Services

Ms. Hancock has worked with agencies in California to prepare their 2 CFR Part 200 and Full Cost Allocation Plans. In addition, she has prepared and reviewed indirect costs rate proposals for California cities and counties in order to recover the full costs of select programs or activities, generating additional city or county general fund revenue.

State Mandate Reimbursement Services

Ms. Hancock manages and participates on 40 projects each year while generating unrestricted general fund revenue for clients because of her expertise. Her consulting with these counties and cities results in annual



DIANA HANCOCK

Manager | Financial Solutions

MGT CONSULTING GROUP

and initial mandated cost claiming reimbursements of over \$34 million for those local government agencies. She helps maximize state mandated cost recovery, evaluates compliance activities, audit best practices, and conducts training sessions with department staff.

Animal Service Studies

Ms. Hancock has performed comprehensive cost analyses for animal services departments for several counties and cities. Highlights include:

- ♦ Conducted an in-depth study of the **Los Angeles County Animal Care and Control Department's** actual cost structure and current billing methods. By questioning assumptions and re-tooling billing models, MGT enabled Los Angeles County to recommend increasing cost recovery from 30% to 70% from its 49 contract agencies.
- ♦ Conducted an in-depth review and study of **Maricopa County's Department of Animal Care and Control's** contract agency billing methodology for the purposes of full cost recovery of their field services. As part of the final deliverable presented the County with a customizable pricing model.
- ♦ Analyzed cost of fees for **El Dorado County's Animal Services** Division of Health and Human Services. In addition to analyzing full cost of existing fees, MGT recommended adding nine new fees including spay/neuter and animal disposal fees. Recommended fee adjustments would result in \$4,000 increase in revenue.
- ♦ Analyzed the cost of fees for **Butte County's Animal Control Division** of Public Health Department as part of a county-wide fee study. MGT's recommendations would result in 29% increase in animal control activity fees/revenue.

Representative Clients

- ♦ Los Angeles County, Department of Animal Care and Control, Fee Study
- ♦ Maricopa County, Department of Animal Care and Control, Fee Study
- ♦ Butte County, User Fee Study (7 depts including Animal Control)
- ♦ El Dorado County Health and Human Services Agency, User Fee Study (Animal Services)
- ♦ City of Santa Monica, User Fee study (7 depts including Animal Control)
- ♦ City of Corona, User Fee Study (7 depts including Animal Control)
- ♦ City of Pasadena, Cost Allocation Plan and State Mandate Reimbursement (SB 90)
- ♦ City of Healdsburg, User Fee Study
- ♦ Calaveras County Building, Safety and Code Enforcement, User Fee Study
- ♦ City of Rancho Cucamonga, Cost Allocation Plan
- ♦ City of Dublin, User Fee Study
- ♦ Yolo County Planning, Building, and Engineering, User Fee Study
- ♦ City of San Marcos, User Fee Study
- ♦ City of Irvine, State Mandate Reimbursement (SB 90)
- ♦ City of Santa Rosa, State Mandate Reimbursement (SB 90)
- ♦ City of Santa Ana, State Mandate Reimbursement (SB 90)
- ♦ City of Manhattan Beach, State Mandate Reimbursement (SB 90)
- ♦ City of Lancaster, State Mandate Reimbursement (SB 90)
- ♦ City of Redondo Beach, State Mandate Reimbursement (SB 90)
- ♦ City of San Jose, State Mandate Reimbursement (SB 90)



RUBEN RIVAS

Senior Consultant | Financial Solutions

MGT CONSULTING GROUP

Mr. Rivas has consulted with cities and counties throughout the western United States for the past seven years. He has professional experience in SB 90 reimbursement claiming projects, cost allocation plans and user fee studies. Mr. Rivas has helped over 30 cities and multiple counties file their annual state claims, resulting in over two million dollars in state reimbursements. He has also calculated cost of service fees for over a dozen local agencies that resulted in updated citywide fee schedules reflecting each agency's current costs, fee structure and service demands.



Areas of Expertise

- ♦ Reimbursable California Mandates (SB 90)
- ♦ Indirect Cost Rate Proposals
- ♦ Federal Cost Allocation Plans
- ♦ Full Cost Allocation Plans
- ♦ User Fee Studies
- ♦ Comparison Analysis
- ♦ Strategic Planning Projects
- ♦ Time Studies

Education

Bachelor of Science, Business Management, California State University San Jose

Professional Experience

MGT of America Consulting, LLC, *Senior Consultant, 2012-Present*

Spanish Language Skills

Mr. Rivas is fluent in reading, writing and speaking Spanish. This skill has been a benefit to our clients on numerous projects. For the City of Stockton's library strategic plan project, Mr. Rivas communicated with residents and project stakeholders, providing translation services for MGT staff and subcontractors.

Client Service Highlights

Community Development User Fee Study | City of Bend, OR

The City's Community Services Department faced a dramatic increase in demand for building inspections, and MGT was hired to analyze fees and defend fee adjustments. When fee adjustment proved overly complicated, MGT consultants did a comprehensive study of available time, inspections per day and anticipated construction activity, which revealed that the department was significantly understaffed. MGT used those findings to recommend and defend the need to hire 4 more building inspectors, to make sure that inspections were adequately staffed and appropriately rigorous. Mr. Rivas helped the Community Development Department defend this request by presenting the results and demonstrating that required staff time needed far exceeded current staff capacity for handling permits and inspections.

Environmental Health User Fee Study | County of Monterey, CA

In addition to a traditional User Fee Study, the County wanted custom tools for the department to use after the MGT engagement ended. Mr. Rivas helped design the unique methodology needed to meet the needs of Monterey County and the scope of services. To ensure successful implementation of the tools, MGT provided a significant amount of additional advice, guidance, and informal training to County staff, so that they could apply fee techniques in the future and leverage specific project materials.

Comparison Survey | City of Vallejo, CA

The City of Vallejo hired MGT to conduct a fee comparison survey analysis. MGT compared a total of 45 fees with six comparison agencies, as recommended by Vallejo. In addition, MGT compared 6 construction



RUBEN RIVAS

Senior Consultant | Financial Solutions

MGT CONSULTING GROUP

projects “prototypes”. Mr. Rivas used various forms of communication to gather the comparable fee data. MGT used a powerful new software tool to convert the data into easy-to-understand visual graphics, which helped City staff easily understand how Vallejo fees compared to fees in neighboring cities. City staff was then able to see where they stand compared to their neighbors. Ultimately, these results will help City staff make the appropriate fee adjustments and present their recommendations to their City Council with confidence.

Animal Care & Control Cost Recovery Study | County of Los Angeles, CA

LA County runs the largest animal care system in the nation and needed to improve cost recovery for animal control services. MGT conducted an in-depth study of the Department’s actual cost structure and current billing methods. By questioning assumptions and re-tooling billing models, MGT enabled Los Angeles County to recommend increasing cost recovery from 30% to 70% from its 49 contract agencies. Mr. Rivas was specifically assigned to determine the cost for deceased animal retrievals. His analysis included a time study at four different animal care centers in Los Angeles County. Based on that study, Mr. Rivas recommended the implementation of a revised Animal Control Officer (ACO) time that would increase the rate collected by 10%, allowing the County to justify and improve their cost recovery.

California SB 90 Claim Reimbursements

Mr. Rivas has managed and filed SB 90 claims for over 27 California cities over the past seven years. He has successfully filed over seven million dollars in State Mandated Reimbursements during his tenure with MGT. Mr. Rivas has also assisted the City of Salinas and Bakersfield during State audits.

County of Winnebago, Illinois
5 Year Pro Forma
River Bluff Nursing Home
Estimate

Operating Revenues	FY'22	FY'23	FY '24	FY '25	FY'26
Charges for Services	14,536,421	15,400,000	15,700,000	16,000,000	16,400,000
Other	1,039,000	675,000	675,000	675,000	675,000
Total Operating Revenue	15,575,421	16,075,000	16,375,000	16,675,000	17,075,000

Operating Expenses	FY'22	FY'23	FY '24	FY'25	FY'25
Personnel	8,832,685	8,831,220	9,007,844	9,188,001	9,400,960
Supplies and services	7,370,858	6,900,000	6,900,000	7,000,000	7,200,000
Depreciation	355,000	355,000	355,000	355,000	355,000
Capital Outlay	510,000	50,000		50,000	50,000
Total Operating Expenses	17,068,543	16,136,220	16,262,844	16,593,001	17,005,960

Operating Income (Loss)	(1,493,122)	(61,220)	112,156	81,999	69,040
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Non-Operating Revenues (Expenses)	FY'22	FY'23	FY '24	FY'25	FY'25
Property Taxes	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
Interest Expense (Debt)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Investment Income	1,890,000	1,890,000	1,890,000	1,890,000	1,890,000

Net Increase (Decrease) in net position	396,878	1,828,780	2,002,156	1,971,999	1,959,040
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Total net position, beginning of period	396,878	793,756	2,622,536	4,624,692	6,596,691
Prior period adjustment	-	-	-	-	-

Total net position, end of period	793,756	2,622,536	4,624,692	6,596,691	8,555,731
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County of Winnebago, Illinois
5 Year Pro Forma
River Bluff Nursing Home
Best

Operating Revenues	FY'22	FY'23	FY '24	FY '25	FY'26
Charges for Services	14,536,421	15,076,000	15,700,000	16,000,000	16,400,000
Other	1,039,000	675,000	675,000	675,000	675,000
Total Operating Revenue	15,575,421	15,751,000	16,375,000	16,675,000	17,075,000

Operating Expenses	FY'22	FY'23	FY '24	FY'25	FY'25
Personnel	8,832,685	8,831,220	8,933,214	9,076,056	9,400,960
Supplies and services	7,370,858	6,286,211	6,900,000	7,000,000	7,200,000
Depreciation	355,000	355,000	355,000	355,000	355,000
Capital Outlay	510,000	50,000	50,000.00	50,000	50,000
Total Operating Expenses	17,068,543	15,522,431	16,238,214	16,481,056	17,005,960

Operating Income (Loss)	(1,493,122)	228,569	136,786	193,944	69,040
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Non-Operating Revenues (Expenses)	FY'22	FY'23	FY '24	FY'25	FY'25
Property Taxes	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
Interest Expense (Debt)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Investment Income	1,890,000	1,890,000	1,890,000	1,890,000	1,890,000

Net Increase (Decrease) in net position	396,878	2,118,569	2,026,786	2,083,944	1,959,040
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Total net position, beginning of period	396,878	793,756	2,912,325	4,939,111	7,023,055
Prior period adjustment	-	-	-	-	-

Total net position, end of period	793,756	2,912,325	4,939,111	7,023,055	8,982,095
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County of Winnebago, Illinois
5 Year Pro Forma
River Bluff Nursing Home
Worst

Operating Revenues	FY'22	FY'23	FY '24	FY '25	FY'26
Charges for Services	14,536,421	14,550,000	15,000,000	15,500,000	16,000,000
Other	1,039,000	675,000	675,000	675,000	675,000
Total Operating Revenue	15,575,421	15,225,000	15,675,000	16,175,000	16,675,000

Operating Expenses	FY'22	FY'23	FY '24	FY'25	FY'25
Personnel	8,832,685	9,009,338	9,112,000	9,257,577	9,400,960
Supplies and services	7,370,858	7,500,000	7,600,000	7,700,000	7,900,000
Depreciation	355,000	355,000	355,000	355,000	355,000
Capital Outlay	510,000	50,000	50,000.00	50,000	50,000
Total Operating Expenses	17,068,543	16,914,338	17,117,000	17,362,577	17,705,960

Operating Income (Loss)	(1,493,122)	(1,689,338)	(1,442,000)	(1,187,577)	(1,030,960)
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Non-Operating Revenues (Expenses)	FY'22	FY'23	FY '24	FY'25	FY'25
Property Taxes	1,900,000	1,900,000	1,900,000	1,900,000	1,900,000
Interest Expense (Debt)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Investment Income	1,890,000	1,890,000	1,890,000	1,890,000	1,890,000

Net Increase (Decrease) in net position	396,878	200,662	448,000	702,423	859,040
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Total net position, beginning of period	396,878	793,756	994,418	1,442,418	2,144,841
Prior period adjustment	-	-	-	-	-

Total net position, end of period	793,756	994,418	1,442,418	2,144,841	3,003,881
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Break-even Analysis

The following Break-even Analysis table shows that with our forecasted operating expenses including personnel, we need to serve 175 residents to cover costs with mixed payer sources.

Table: Break-even Analysis

<i>Break-even Analysis River Bluff Nursing Home</i>	
Monthly Residents Break-even	175
Monthly Revenue Break-even	\$39,971
Assumptions:	
Average Per-Unit Revenue per day	\$2,114
Average Per-Unit Variable Cost per day	\$809
Estimated Monthly Fixed Cost	\$39,162

I have arrived at these numbers using the formula: Divide fixed costs by revenue per unit per day minus the variable cost per unit. Fixed costs are those that do not change no matter how many units are occupied. The revenue is the average price (mixed payor source) which the units are occupied minus variable costs like labor and utilities.



Resolution Executive Summary

Prepared By: Purchasing Department
Committee: Finance Committee
Committee Date: February 17th, 2022
Resolution Title: Resolution Awarding Elevator Modernization for the Administration Building
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: February 24th, 2022

Budget Information:

Was item budgeted?	Yes - CIP Funded	Appropriation Amount:	\$498,840.00 \$ 66,550.00
If not, explain funding source:			
ORG/OBJ/Project Code: 82200-46430-C2102		Budget Impact:	N/A

Background Information:

In May 2021, the Winnebago County board passed a Capital Improvement Plan, which included modernizing the two elevators in the County Administration Building. Many aspects of the elevators and electrical components are obsolete, or not in code compliance. The extensive list of work is detailed on Exhibits A and B. The upgrades will make the elevators more reliable and safer, in addition to, making them ADA compliant. Currently there are no car handrails, which are useful for riders' stability and support, as well as, protecting elevator interior finishes.

Kone is the single source for upgrading their own product, per the terms of their maintenance agreement. The cost to modernize elevators has gone up significantly, due to worldwide supply chain issues. The lowest government terms possible were also negotiated. What can be reused, such as the current wall panels, has kept the price from being even higher.

The total elevator costs includes cab upgrades of up to \$30,000, per elevator, plus a small 3.5% contingency. Included is a 10% contingency for unforeseen electrical work and equipment.

Recommendation: Shawn Franks - Facilities Engineer

Contract/Agreement: See Exhibit A and Exhibit B for agreement details

Legal Review: N/A

Follow-Up: Purchasing Department will obtain the Chairman's signature and issue County Purchase Orders to Kone Inc. and Wilson Electric Co.

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

Sponsored by: Jaime Salgado, Committee Chairman

Submitted by: Finance Committee

2022 CR

Resolution Awarding Elevator Modernization for the Administration Building

WHEREAS, the County Administration Building is owned and operated by the County of Winnebago, who is also responsible for the maintenance of the building; and

WHEREAS, in May 2021, Winnebago County Board passed a Capital Improvement Plan which included modernizing the two elevators in the County Administration Building; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the proposal for the aforementioned service and recommends awarding agreements; and

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute, on behalf of the County of Winnebago, a contract agreement with KONE INC., 5801 SOUTH PENNSYLVANIA AVENUE, CUDAHY, WISCONSIN 53110, in the dollar amount of FOUR HUNDRED NINETY-EIGHT THOUSAND, EIGHT HUNDRED FORTY DOLLARS (\$498,840.00) and to WILSON ELECTRIC CO., 113 SOUTH MADISON STREET, ROCKFORD, ILLINOIS 61104, in the dollar amount of SIXTY SIX THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$66,550).

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

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JAIME SALGADO, CHAIRMAN

JAIME SALGADO, CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

STEVE SCHULTZ, VICE CHAIRMAN

PAUL ARENA

PAULA ARENA

JOHN BUTITTA

JOHN BUTITTA

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH MC DONALD

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

ATTESTED BY:

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

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


Wisconsin Branch Office

Modernization Sales Department

Elevators Escalators

Oct 31, 2021

Ann Johns
Director of Purchasing

 Winnebago County; Purchasing Dept
 404 Elm Street
 Rockford, IL 61101

KONE Inc.

 5801 S. Pennsylvania Ave
 Cudahy, WI 53110
 Office: 262.373.0460
 Cell: 414.839.2118
 www.kone.us
steve.showers@kone.com

 Elevator Modernization Proposal—**Admin Bldg; Cars 13-14 (REV 01)**

We propose to furnish and install elevator modernization work as explained below for two (2) existing traction passenger elevators at the subject property for the **Base Bid of: \$424,000.00 [Four Hundred Twenty-Four Thousand Dollars]** including necessary permits.

The following new components are included in our proposal:

- New programmable microprocessor controller with precise leveling system. ***The KONE ReSolve controller has on-board diagnostics; no separate proprietary service tool required***
- New hoistway limit switches and leveling devices
- New car top inspection station and pit stop switch
- New machine room and hoistway wiring and traveling cable
- New signal fixtures as follows:
 - Main car station with position indicators, required fire service features and ADA phone
 - Hall pushbutton stations
 - Combination hall lantern / position indicator at main floor lobby
 - Hoistway access switches at top and bottom landings per code
 - Jamb Braille plates at each hoistway entrance frame side jamb
- Existing Hoisting Machines, Sheaves, and Hoist Cables Retained
- New Rope Gripper Assemblies
- New AC motor and mounting
- New car governor and governor cable
- New car top handrail
- New Car and Counterweight Roller Guide Assemblies
- New door equipment as follows:
 - Door operator, gate switch and clutch with restrictor
 - Interlocks, closers and door drives; replace as required
 - Hoistway door misc components; replace as required
 - New stainless steel car door panels
 - New landing door panels with factory Baked Enamel Finish
- New electronic door edge (Curtain of Light)
- Machine room layout, Alteration permit, inspections and testing
- ALT ADD 01: If aesthetic cab interior upgrades are considered, ADD \$30K Allowance per elevator to the Base Bid pricing shown above

Clarifications

Our proposal is based on the following clarifications:

- Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments. (See Attachment "A" and "B")
- All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser's responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.
- The existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.
- Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades' failures to complete their work or tests in a timely manner will be billed at our regular billing rates.
- Existing KONE Maintenance Contract will be temporarily suspended for the modernization of each elevator, then resume after the elevators are returned to operation
- The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.
- In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.
- Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.
- Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE's work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE's scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE's work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer's sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE's work.
- Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.
- Mutually agreeable project schedule will be determined at time of proposal acceptance. Current lead time for [engineering and fabrication is 16-18 weeks](#) from receipt of order and deposit, with approximately [10-11 weeks PER Elevator](#) for installation of the elevator scope of work.

- It is assumed that we may work between the hours of 7:00 AM and 4:30 PM, Monday – Friday. No overtime or premium time work has been included within our base bid. The standard wage rate is assumed.

Thank you for the opportunity to submit a proposal to modernize your elevator. If you have any questions, comments or concerns, please do not hesitate to call on me.

For KONE Inc.
Very truly yours,

Steve Showers

Steve Showers
Senior Sales Consultant
Modernization Elevators and Escalators

Accepted by **Purchaser:**

Signature: _____

Printed Name: _____

Title: _____

Firm Name: _____

Date: _____

Phone: (815) 963-0431



113 South Madison Street

Fax: (815) 963-0435

Rockford, Illinois 61104

01/07/2022

Winnebago County Facilities

Reference: Admin building elevator upgrade

Quote # FT-WEC-2022002

Shawn,

Thank you for the opportunity to quote the above referenced project. We propose to furnish all necessary labor, equipment, materials, and supervision to complete the scope of work that is outlined below.

SCOPE OF WORK ELECTRICAL CONTRACTOR:

- Furnish and install new elevator pit lights
- Reconfigure electrical piping in pit to meet new codes
- Furnish and install new lights in mechanical room to meet code requirements
- Furnish and install new GFI's in mechanical room to meet code requirements
- Furnish and install (2) new elevator disconnects
- Provide temp power for elevator installation
- Relocate telephone line within mechanical room
- Reconfigure generator signal within mechanical room to new elevator disconnects
- Install new pipe for smoke detectors required in elevator mechanical room
- Furnish and install new light fixtures within vestibules to meet code requirements
- Provide engineered drawings for project

ASSUMPTIONS / CLARIFICATIONS:

NOTICE: THIS PROPOSAL IS CONTINGENT ON A LACK OF IMPACT BY THE CORONAVIRUS NATIONAL EMERGENCY. Given the existence of the coronavirus pandemic, Wilson Electric Co will use its best efforts to staff and supply this project to be able to hit the scheduled completion date but reserves its right to seek an excusable extension of time if Wilson Electric Co or its subcontractors and suppliers are unable to maintain planned crew sizes due to the illness, supply shortages or governmental restraints on business, travel and/or assembly. To the extent that the project is suspended pursuant to the terms of the proposed [Contract/Subcontract], we intend to seek additional costs associated with the suspension.

Many Wilson Electric partners have advised that until further notice they reserve the right to amend the delivery date, the price, the scope, or quantity of supply and/or other terms and conditions set out in their offer or quotation to the extent affected by the COVID-19 pandemic. Be advised that Wilson Electric considers any COVID-19 related changes imposed by manufacturers as outside its reasonable control and subject to Force Majeure provisions, thus Wilson may adjust the quoted amount post award.

*Skilled and responsible electrical contractors since 1919*www.wilsonelectricco.com

Phone: (815) 963-0431



113 South Madison Street

Fax: (815) 963-0435

Rockford, Illinois 61104

- NO WORK OUTSIDE OF SCOPE LISTED ABOVE IS INCLUDED IN THIS QUOTE
- Unforeseen existing conditions or changes to original scope of work will be evaluated on a T & M basis
- All work to be performed during normal working hours 7am-3:30pm
- All work will be concurrent and if breaks in workflow are incurred the cost of remobilizing will be on a T&M basis and discussed prior to resuming work
- Taxes are not included
- Permit cost are NOT included
- Utility fees are NOT included
- Quote Valid for 15 days

TOTAL COST LABOR AND MATERIALS

\$ 60,500.00

CUSTOMER APPROVAL: _____

We appreciate the opportunity to quote this project.

Sincerely:

A handwritten signature in black ink, appearing to read "Francesco Tarara", is enclosed in a thin black rectangular box.

Francesco Tarara

Project Manager | Estimator

Wilson Electric Co.

113 S. Madison St. Rockford IL 61004

ftarara@wilsonelectricco.com

M: 815-222-1760 | O: 815-847-6269 | F: 815-963-0436



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Resolution Executive Summary

Prepared By: Dave Rickert
Committee: Finance Committee
Committee Date: February 17, 2022
Resolution Title: Ordinance for Approval of Budget Amendment for the Winnebago County Coroner's Office
County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount:	\$110,300
If not, explain funding source: Fund Balance			
ORG/OBJ/Project Code:	32500/41110, 42115, 46430	Budget Impact:	\$110,300

Background Information: This amendment is needed to hire two new Deputy Coroners to help eliminate night shifts in which only one deputy coroner is on duty, and at times deputies need to be hired back at time and a half. This budget amendment will also provide a raise to move an employee to office manager. The amendment will allow the department to purchase two Mitel phones for the new deputies as well. The coroner's department will also be able to purchase Stryker Power Load lifts for the coroner vehicles, which allow coroner's deputies to place large decedents in their vehicles without getting hurt

Recommendation: Department Agrees

Contract/Agreement:

Legal Review: Not Applicable

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance:	Feb 17, 2022
Lay Over:	Feb 24, 2022
Final Vote:	Mar 3, 2022

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, The Coroner's office is in need of new deputy coroner positions and new equipment for the deputies and the coroner's vehicles.

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2022-007 Coroner's Office.**

(AGREE)

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

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

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 2/17/2022 AMENDMENT NO: 2022-007							
DEPARTMENT: Coroner SUBMITTED BY: Dave Rickert							
FUND#: 0001 DEPT. BUDGET NO. 32500							
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
32500	41110	Regular Salaries	\$736,528	\$0	\$736,528	\$70,400	\$806,928
32500	42115	Non-Capital Office Equipment	\$0	\$0	\$0	\$2,000	\$2,000
32500	46430	Machinery & Equipment	\$0	\$0	\$0	\$37,900	\$37,900
Revenue							
Fund Balance							
TOTAL ADJUSTMENT:						\$110,300	
Reason budget amendment is required:							
This amendment is needed to hire two new Deputy Coroner's to help eliminate night shifts in which only 1 deputy coroner is on duty, and at times deputies need to be hired back at time and a half. This budget amendment will also provide a raise to move an employee to office manager. The amendment will allow the department to purchase Five mitel phones for the office as well. The coroner's department will also be able to purchase Stryker Power Load lifts for the coroner vehicles, which allow coroner's deputies to place large decedents in their vehicles without getting hurt.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$110,300							
Revenue Source:		General Fund, Fund Balance					



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: February 17, 2022
Resolution Title: Ordinance for Approval of Budget Amendment for the Violent Crime Reduction in Illinois Communities Program
County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted?	No	Appropriation Amount: \$199,423
If not, explain funding source: Illinois Criminal Justice Information Authority		
ORG/OBJ/Project Code:	61400/Various/02703	Budget Impact: None

Background Information: The Violent Crime Reduction in Illinois Communities Program awarded by the Illinois Criminal Justice Information Authority supports grant administrative functions for Winnebago County, as well as funding for 4 part-time evening/weekend Navigators and a Call Center Coordinator through Get Connected 815. This amendment serves to make corrective accounting adjustments to maintain available program funds in separate Munis accounts.

Recommendation: Grant compliance and Finance department guidance suggests this budget amendment should be made to maintain separation between grant awards.

Contract/Agreement: The funding award is available for review.

Legal Review: Not Applicable

Follow-Up: Update Munis Accounting records.

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance:	Feb 17, 2022
Lay Over:	Feb 24, 2022
Final Vote:	Mar 3, 2022

2022 CO

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2021 and recommends its adoption.

ORDINANCE

WHEREAS, Winnebago County has received a grant to help reduce violent crime from the Illinois Criminal Justice Information Authority.

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to the provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2022-005 Violent Crimes Reduction Grant**

•
•

(AGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

Respectfully Submitted,
FINANCE COMMITTEE
(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JOE HOFFMAN

PAUL ARENA

STEVE SCHULTZ

KEITH McDONALD

JOHN BUTITTA

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois this ____ day of _____ 2021.

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		2/17/2022		AMENDMENT NO:		2022-005	
DEPARTMENT:		61400 - CJCC Grant Fund		SUBMITTED BY:		Marlana Dokken	
FUND#:		0314		DEPT. BUDGET NO.		61400	

Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
61400	41110-02703	Regular Salary	\$0	\$0	\$0	\$41,246	\$41,246
61400	41221-02703	Life Insurance	\$0	\$0	\$0	\$23	\$23
61400	41231-02703	IMRF	\$0	\$0	\$0	\$2,945	\$2,945
61400	41241-02703	FICA/Medicare	\$0	\$0	\$0	\$3,155	\$3,155
61400	43530-02703	Workers Comp	\$0	\$0	\$0	\$124	\$124
61400	43540-02703	Unemployment	\$0	\$0	\$0	\$936	\$936
61400	43310-02703	Other Professional Services	\$0	\$0	\$0	\$125,483	\$125,483
61400	48211-02703	Health Insurance	\$0	\$0	\$0	\$16,516	\$16,516
61400	48220-02703	Indirect Cost Allocation	\$0	\$0	\$0	\$8,995	\$8,995
Revenue							
61400	32110-02703	Federal Grant Award	\$0	\$0	\$0	(\$199,423)	
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
This amendment establishes a new grant award from the the Illinois Criminal Justice Information Authority. The Violent Crime Reduction in Illinois Communities Program supports grant administrative functions for Winnebago County, as well as funding for 4 part-time evening/weekend Navigators and a Call Center Coordinator through Get Connected 815.							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$0							
Revenue Source:		Illinois Criminal Justice Information Authority					

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY AND WINNEBAGO COUNTY

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams, Chicago, Illinois 60606 and Winnebago County (Grantee), with its principal office at 404 Elm Street, Rockford, Illinois 61101-1239 and payment address at 404 Elm Street, Suite 533, Rockford, Illinois 61101-1239, hereby enter into this Inter-governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE – THE UNIFORM TERMS RECITALS

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

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

ARTICLE I AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 010243822 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 36-6006681 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2. Amount of Agreement. Grant Funds shall not exceed \$199,438.00, of which **\$199,438.00** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is 2019-DJ-BX-055, the federal awarding agency is the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, and the Federal Award date is September 18, 2019. The Catalog of Federal Domestic Assistance (CFDA) Name is Edward Byrne Memorial Justice Assistance Grant Program and Assistance Listing Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 16.738. The State Award Identification Number is 2094-31341.

1.4. Term. This Agreement shall be effective on March 1, 2022 and shall expire on February 28, 2023, unless terminated pursuant to this Agreement.

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

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

By: _____
Delrice Adams, Acting Executive Director
Illinois Criminal Justice Information Authority

Date: _____

By: _____
Joseph Chiarelli, Chairman
Winnebago County Board
joe@wincoil.us

Date: _____

By: _____
David Rickert, Chief Financial Officer
Winnebago County
DRickert@wincoil.us

Date: _____

By: _____
Marlana Dokken, Director
Chairman's Office of Criminal Justice Initiatives
MDokken@wincoil.us

Date: _____

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is an agency under the laws of a jurisdiction other than Illinois, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

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

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

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

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

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.40(c)(1)(A).

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

**ARTICLE III
DEFINITIONS**

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

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

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

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

“Assistance Listings” has the same meaning as in 2 CFR 200.1.

“Assistance Listing Number” has the same meaning as in 2 CFR 200.1

“Assistance Listing Program Title” has the same meaning as in 2 CFR 200.1.

“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.

“Budget Period” has the same meaning as in 2 CFR 200.1.

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

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

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

“Consolidated Year-End Financial Report” or “CYEFR” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

“DUNS Number” means a unique nine-digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

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

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

“GATU” means the Grant Accountability and Transparency Unit of GOMB.

“Generally Accepted Accounting Principles” or “GAAP” has the same meaning as in 2 CFR 200.1.

“GOMB” means the Illinois Governor’s Office of Management and Budget.

“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.

“Improper Payment” has the same meaning as in 2 CFR 200.1.

“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.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 2 CFR 200.1.

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

“OMB” 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 2 CFR 200.1.

“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 “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

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

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

“SAM” means the federal System for Award Management (SAM); which is the federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

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

“Unique Entity Identifier” or “UEI” means the unique identifier assigned to the Grantee or to subrecipients by SAM.

ARTICLE IV PAYMENT

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

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

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

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

200.305; 44 Ill. Admin. Code 7000.120.

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

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

4.7. Interest.

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

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

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730

and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI BUDGET

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

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

6.3. Discretionary and Non-discretionary Line Item Transfers. Discretionary and non-discretionary line item transfers may only be made in accordance with 2 CFR 200.308 and 44 Ill. Admin. Code 7000.370. Neither discretionary nor non-discretionary line item transfers may result in an increase to the total amount of Grant Funds in the Budget unless Prior Approval is obtained from Grantor.

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees 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(d).

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

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

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

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

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

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

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

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

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

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

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

7.6. Financial Management Standards. The financial management systems of Grantee must meet the

following standards:

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

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

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

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

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

7.7. **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or State funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18),

which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

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

(i) **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.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order 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.*).

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

(l) **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.

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

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

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

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the

State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

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

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. **Compliance with Nondiscrimination Laws.** Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

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

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

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See

also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]];

- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

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

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

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

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

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

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

**ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

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

13.2. Close-out Reports.

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

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

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

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

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

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

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

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

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

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

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

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

15.3. Audit Requirements.

(a) 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, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(b) 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 Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in Federal and state Awards, singularly or in any combination, from all sources, but expends \$300,000 or more in Federal and state Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

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

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

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

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

ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

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

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

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

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

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

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice

thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

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

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

16.5. Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII NOTICE OF CHANGE

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

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

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

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

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

ARTICLE XIX STRUCTURAL REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should

Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure, and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

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

ARTICLE XXI CONFLICT OF INTEREST

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

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

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

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell,

transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

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

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

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

ARTICLE XXIII

PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XXIV

INSURANCE

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

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

ARTICLE XXV LAWSUITS

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

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

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

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

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

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

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

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

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

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

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

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

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

26.12. Precedence.

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

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

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

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only

and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

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

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

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

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

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EXHIBIT A
PROJECT DESCRIPTION

Summary of the Program

Provide a clear, concise, one paragraph summary of the program.
<p>Response:</p> <p>The Winnebago County Chairman's Office of Criminal Justice Initiatives and its MDT, Partnerships and Strategies to Reentry, will partner with Get Connected 815 who will provide Navigators to work with high-risk individuals returning from jail or prison or on pre-trial release in Winnebago County, IL. Navigators will mentor individuals, coordinating services and service plans from probation, parole, and community service providers to meet reentry needs. The program utilizes part-time Navigators to be available on a rotating schedule including weekday evenings, and throughout the weekend. The Navigators prioritize individuals participating in a locally-funded Focused Deterrence program, in which eligibility criteria are high-risk, gun crime offenders. The proposed program follows the Risk, Needs, and Responsivity model; therefore, sharing risk assessment scores is an eligibility criteria. The program will employ former offenders, those who understand the intimate needs and concerns of individuals returning to the community. We seek to go beyond provision of services, by encouraging, and providing introduction to, new social associations. By doing so, we will be addressing some of the most important criminogenic needs that often go unaddressed: antisocial values and beliefs, and antisocial peers.</p>

Statement of Problem

Describe the problem in your geographic area. Your problem statement should demonstrate unmet needs related to the problem and how the program proposes to address them. Statement must include how the identified need relates to violence occurring in Illinois' diverse communities.
<p>Response:</p> <p>In 2019, Rockford had the 14th highest violent crime rate in the Nationⁱ, with the City's crime rate being nearly 250% higher than the National average and nearly 90% higher than Chicago'sⁱⁱ. <i>According to the Rockford Police Department's (RPD) 2020 Annual Report, in 2019, shooting incidents went up 53% and violent crimes went up approximately 19%ⁱⁱⁱ.</i> In 2020, murder rates jumped by 100% and shooting victims jumped 108%^{iv}. Such statistics, coupled with high-profile incidents, have put Rockford on several "most dangerous" cities lists.</p> <p>Winnebago County's attention to its returning citizens is warranted. At the end of 2020, there were a total of 2,204 adults on probation in Winnebago County, all whom were incarcerated for some period in the Winnebago County jail. At the end of 2020, approximately 823 individuals were on MSR (parole) in Winnebago County, all of whom were released from an Illinois state prison.</p> <p>Evidence also suggests people on parole and probation supervision in Winnebago County are likely to reoffend. Among individuals released from IDOC between SFY 2011 to 2014 who returned to Winnebago County, <i>56% were rearrested for any type of crime within three years of their release and 22% were arrested specifically for a violent crime.</i> Among people discharged from probation supervision between 2014 and 2017, 36% experienced rearrest for any offense within three years of their discharge, and 12% were arrested specifically for a violent offense. Detailed analyses of the characteristics that influenced the likelihood of being arrested within three years of discharge from probation supervision revealed the likelihood of being rearrested was higher for young individuals with multiple prior arrests and higher probation supervision risk levels. Of people on probation in 2020, 29% were</p>

classified at the maximum supervision level and 48% were classified at the medium supervision level.

Additionally, releasees in Winnebago County return to a particularly challenging environment. Twenty-two percent of the (22%) residents of Rockford, Winnebago County's largest city, live in poverty. This is significantly higher than the poverty rate of the nation (10.5%) and nearly double the state of Illinois's rate of 11.5%.

Those returning to Winnebago County can look to reentry service organizations, community, and faith-based organizations for referrals to needed social services as well as programming and treatment that aligns with the requirements of their supervision. In Winnebago County, pre-trial defendants and individuals on probation who are identified as moderate or high risk can participate in services at the county-run Adult Resource Intervention Center (RIC), which provides evidence-based services and programs that address criminogenic needs. Parole officers in Winnebago County can send individuals under their supervision to GEO, another one-stop shop reentry service organization providing evidence-based services programs.

There are multiple organizations in Winnebago County providing aid and programming to low-income individuals throughout the community, including those exiting jail or prison. Indeed, Winnebago County is known by the Illinois Department of Corrections and others for its ample services. However, as we've learned from the previous ICJIA-funded Partnerships and Strategies to Reduce Violent Crime program, when a high-risk former gun offender accepts the offer of help and decides to leave their life of crime behind, their needs do not stop at five o'clock on Friday - but services do. Additionally, the assumption is reentrants know what they need to do and how to get around if given direction from an individual sitting behind a desk. This is inaccurate and problematic.

Additionally, research, as well as our previous iteration of a Navigator-model program tell us that a lack of pro-social supports, and education and employment opportunities are a barrier to successful transition. Those who are unable to access services during the day due to meeting other MSR or Court Orders or other obligations, have no options in the evening or on weekends. In fact, our previous implementation showed us that should someone be available, individuals called at all hours. They called for help understanding their parole or probation orders, relationship advice, and things as simple as cooking advice. As of now, they have no one to call.

This proposal requests one (1) Call Center Coordinator and four (4) Navigators to work nights and weekends on rotating shifts providing coverage from 5 – 9 pm Monday through Friday and 8 am – 8 pm on Saturday and Sunday. Referrals will come from the locally-funded Focused Deterrence program and Focused Deterrence participants who accepted the offer of help will be prioritized. Navigators will also be able to assist those who are high-risk and on Pre-Trial Release as well as other high risk probationers, and parolees. Risk level will be known as sharing their assessment results will be an eligibility requirement of the program. Navigators will assist with parole and probation orders, connect to pro-social peer support, and provide mentoring services.

Please list the geographic area to be served. Provide the population and the urban/suburban/rural characteristics of the area to be served, as well as any other descriptive information (i.e., socio-economic, employment, poverty indicators, etc.) relevant to the Statement of Problem.

Response:

The service area, Winnebago County, is located in northern Illinois along the Wisconsin border, and is the seventh largest county in the state with a population of 282,572^v. Rockford is the fifth largest city in the state with 145,609 residents, and the largest city in Winnebago County, comprising 51.52% of the County's population. The City's racial makeup is 66.7% white, 21.6% black or African-American; and 18.4% Latinx. Winnebago County is 79.6% white, 14% black or African American, and 13.5% Latinx^{vi}.

People under MSR or probation supervision in Winnebago County are predominately men and disproportionately

men of color. Overall, 79% of those placed on probation in 2020 and more than 90% of people on MSR at the end of 2020, were male. Additionally, 45% of those placed on probation in 2020 were Black, followed by 43% white and 8% Hispanic. Similarly, 61% of people on MSR in 2020 were Black, 31% were white and 8% were Hispanic.

Winnebago County, and in particular Rockford, is beset with poverty and unemployment. As of December 2020, unemployment in the City was on par with the county, state and nation during the global COVID-19 pandemic; all were around 7%^{vii}. However, in 2019, prior pandemic, unemployment in Rockford was 6.8%, about one point higher than Winnebago County (5.7%) but three points higher than the State of Illinois and national averages (each approximately 4.0%). According to the American Community Survey, approximately 22% of the City's residents live in poverty - significantly higher than the poverty rate of Winnebago (16%) and nation (10.5%) but nearly double the state of Illinois's rate of 11.5%. Unfortunately, the area's dire unemployment and poverty rates are paralleled by correspondingly troubling crime rates in the last six years.

More than two-thirds (70%) of people on MSR in Winnebago County live in four specific zip codes in Rockford: 61101, 61102, 61103, and 61104. All of which are Rockford's highest poverty areas.

Explain in detail data to illustrate the problem and needs related to the problem. Include detail on any assessment, planning, community meeting, data gathering and analysis, or other processes that led you to recognize these needs. Provide data to assist reviewers in understanding of the magnitude, frequency, and type of problem you want to address.

Data can be found on the [ICJIA website](#), local agency data, or other resources, such as knowledge gained from community meetings or community knowledge of its own needs. Data must justify and be applicable to the problem your proposed program will address, including the risk factors for community violence.

Response:

In 2017, Rockford's violent crime outpaced other cities in Illinois. Between 2014 and 2017, the total number of violent offenses (including murder, aggravated criminal sexual assault, robbery and aggravated assault/battery) reported to police in Winnebago County experienced a 26% increase, mostly due to a 38% increase in reports of aggravated assault/battery. Rockford's overall violent crime rate rose 27% from 2014 (1,239.6 per 100,000 people) to 2017 (1,571.9 per 100,000 people)^{viii}. As a result, Rockford's violent crime rate in 2017 was 44% higher than Chicago's violent crime rate of 1,004.7 per 100,000 people. Further, Rockford had the highest violent crime rate of Illinois cities in 2017 with at least 35,000 residents. Indeed, Rockford's violent crime rate was more than 3.4 times the average among cities of similar size nationally^{ix, x}.

Additionally, Rockford saw a precipitous rise in violent crimes involving firearms in the years preceding the initiative. The number of confirmed shootings increased by 60% between 2014 (364 confirmed shootings) and 2017 (589 confirmed shootings). Aggravated battery with a firearm incidents rose 47% between 2014 (76 offenses reported) and 2017 (112 offenses reported). Further evidence of the increase in gun violence and the response by the Rockford Police Department was the increase in the number of guns taken off the street by the police. Between 2014 and 2017, the number of firearms recovered by the RPD increased 30%, from 186 to 242.

Evidence shows those on parole and probation supervision in Winnebago County are likely to reoffend. Between SFY 2011 to 2014, of those released from IDOC to Winnebago County, 56% were rearrested for any type of crime within three years of their release and 22% were arrested specifically for a violent crime. Between 2014 and 2017, 36% of those discharged from probation supervision experienced rearrest for any offense within three years of their discharge, and 12% were arrested specifically for a violent offense. Loyola University's detailed analyses of the characteristics that influenced the likelihood of being arrested within three years of discharge from probation supervision revealed the likelihood of being rearrested was higher for young individuals with multiple prior arrests

and *higher probation supervision risk levels*. Of people on probation in 2020, 29% were classified at the maximum supervision level and 48% were classified at the medium supervision level.

In response, the criminal justice system was researched from point of entry to exit. In 2017, the Criminal Justice Coordinating Council (CJCC), along with Loyola University, the community, and those with lived experience embarked on a year-long study of crime drivers using the SARA Model (scanning, analysis, response, and assessment). Because of the importance of the community, part of the planning process also involved gauging citizens' perceptions of crime and disorder in Rockford, what they see as appropriate responses to violent crime and those who commit violent crime, as well as their perceptions of the Rockford Police Department and the Winnebago County Court system. To accomplish this, an initial survey was administered in 2017. Following a full year of the focused deterrence initiative being implemented, a second round of the community survey was administered in the summer of 2019. Law Enforcement was also surveyed to gauge their perception of crime and disorder, perceptions of their organization, perceptions of their role, and perceptions of interactions with citizens.

A comparison analysis was completed, comparing 2017 to 2019 data. Based on citizen surveys, levels of concern for specific crime problems in their neighborhoods, improvements were seen across a number of crime issues, including burglary, drug sales, robbery/mugging, shootings, disorderly youth, and gang activity. In both survey's, respondents indicated they felt accountability, but also services, were important to addressing crime in our community.

The evaluation of the Focused Deterrence program that followed was indicative of a high response when given Navigator support. Analysis of Navigator case records revealed goals related to employment (filling out resumes, distributing resumes, starting a full-time job, maintaining desired employment) were the most common, with 85% of the engaged intervention participants asking Navigator support in this area. This was followed by 70% requesting assistance with goals related to educational attainment (obtaining a GED, enrolling in higher education/vocational training)^{xi}.

Program Design

Explain your proposed program in detail. How will your program enhance services? Include how your program is similar or different from other programs offered in the community. Where will JAG funding be allocated to in the program design?

For communities with programs that already address similar issues, explain who you'll partner with and how your program fits in relation to their program.

If no programs or services are offered in the community to be served, explain how you will partner with other collaborative applicants to meet service needs.

Response:

While we currently have a multitude of services available during the day, none exist after 5:00 p.m. on Friday. The proposed program is unique in that it seeks to support Winnebago County's Focused Deterrence Reentry program participants, as well as other high-risk individuals returning to Winnebago County, or on Pre-Trial release, by offering mentorship and connection to supportive services on rotating shifts during evening and weekend hours. The program will employ former offenders, those who understand the intimate needs and concerns of individuals returning to the community. We seek to go beyond provision of services, by encouraging, and providing introduction to, new social associations. By doing so, we will be addressing some of the most important components, often missed in other programs.

PM and weekend Navigators will be available to provide hands-on guidance and support, assisting high-risk

individuals define their long- and short-term goals, determine their eligibility and provide referrals for services and/or programs to meet those goals, gather any necessary documentation and fill out any relevant paperwork. When possible, Navigators will personally accompany individuals to help navigate application processes and advocate for them. The program follows the Risk, Needs, and Responsivity model to align with evidence-based practices followed by Winnebago County Adult Probation and the Illinois Department of Corrections.

Between January of 2018 and November of 2019, Winnebago County's Criminal Justice Coordinating Council piloted the Focused Deterrence (FD) program, funded by ICJIA. Winnebago County and the City of Rockford were pleased with the results and recently signed an Intergovernmental Agreement to re-implement the Focused Deterrence Reentry program. The \$800,000 cost of the four-year program will be split equally between Winnebago County and the City of Rockford. This will cover funding for one (1) full-time FD Navigator, an Assistant States Attorney, and funding for evaluation.

This proposal is requesting JAG funds to enhance support to individuals in the Focused Deterrence program during those hours, as well as other high-risk reentrants. Get Connected 815 will hire one (1) Call Center Coordinator and four (4) part-time Navigators to work on a rotating basis. The Call Center Coordinator will respond to incoming requests and coordinate Navigator schedules. The Get Connected 815 Supervisor is unfunded but will be responsible for overseeing the implementation. The Winnebago County Compliance Coordinator will be responsible for reporting, and mentoring Get Connected 815 to understand grant compliance and reporting requirements.

The proposed work builds on Winnebago County's ongoing investment in evidence-based supervision practices and a commitment to improving reentry processes via collaboration between criminal justice agencies, reentry services and community organizations. In 2019 Winnebago County established Partnerships and Strategies to Reentry (PSR), a multi-disciplinary team (MDT) that convenes key stakeholders on a quarterly basis to provide an ongoing, collaborative forum to study Winnebago County reentry processes, identify deficiencies and best practices, and formulate policy, plans and programs for change when opportunities present themselves. Active stakeholders include the Illinois Department of Corrections (Parole), Winnebago County Court Services (Probation), Resource Intervention Center, GEO Reentry Services, Winnebago County Sheriff's Office, Rockford Police Department, Winnebago County Housing Authority, Rockford Housing Authority, Treatment Alternatives for Safe Communities, Rock Valley College, Salvation Army, Prairie Street Legal Services, Goodwill, Rosecrance (addictions/mental health), Remedies (partner abuse), Illinois Department of Employment Services, YWCA, One Body Collaborative (faith-based), Rockford Rescue Mission, Get Connected 815, and individuals with lived experience. Each of these will partner through either by providing referrals, or by offering direct services.

Indicate how each partner will work with one another to meet the program goal and objectives. Include clearly defined partner roles and responsibilities.

Describe any anticipated challenges for the collaborative and potential strategies to address them. Also describe the responsibilities each collaborative partner plays in achieving the Goals and Objectives. Include how you will resolve the challenge of keeping each partner involved throughout the program and on schedule. (6 points)

Response:

Get Connected 815 Navigators will enroll 60 high risk probations/parolees/pre-trial releases via referrals by program end, coordinated by the Call Center Coordinator. Based on previous experience, we anticipate 80% will remain engaged for at least 6 months. Approximately 25-30 referrals will come from an established Focused deterrence program, meeting participant's needs weeknights and weekends. All others will be from parole, probation, pre-trial release or word-on-the-street with confirmation from their respective supervision agency.

Navigators will work with participants setting goals based on personal development, Court Orders, MSR Orders (parole), and goals to increase pro-social support. Based on previous experience, we anticipate 55 participants will engage in employment-related goals (resume, job search, applications, interviews), 40 will obtain full time employment, and 80% will maintain employment for a minimum of 6 months. Also based on previous experience, we anticipate 30 individuals will create at least one education goal and 50% of education goals set will be completed by program end. Goals will be documented and managed in a shared case management system.

Additionally, we anticipate 50 individuals will engage in pro-social support groups, and 90% will remain engaged for 6 months. Pro-social supports is one of the top 4 criminogenic needs and one often unaddressed in traditional program development. Our goal is not to get individuals connected to a lifetime of needing social service support, but rather connect them with peers, who like them, long for a better life. Pro-social support includes but is not limited to AA, NA, Fathers Against Violence, One Man Sharpens Another, and Fatherhood Encouragement Project. Navigators will collaborate to develop one (1) Pop Up event. This will be based on current participant need but must focus on health, finances, legal, or pro-social supports. This proposal is otherwise non-directive on the topic as the goal is that the event is based on need and creativity of the Navigators. We anticipate 45 Individuals will be reached through this event.

We propose implementing the Getting Ahead While Getting Out program. This is an evidence based program based on a comprehensive process that includes all phases of re-entry - offenders taking responsibility for future plans and actions; participation of families, correctional personnel, volunteers, and community stakeholders; identifying and building up financial, social, personal, and occupational resources; and connections with existing community-based services. This innovative coursework provides realistic life skills training that helps participants meet the challenges of re-entering the community. Coursework includes budgeting, future planning and language use based on social setting. The program extends beyond these practical life skills to explore poverty mentality, the hidden rules of economic class and stages of change among other more nuanced reflections on the various trials of establishing oneself as a successful member of society. The Get Connected 815 Supervisor will facilitate and anticipates enrolling 20 participants in 2 separate 8-week cohorts at 80% completion rate.

Lastly, based on previous experience, we project less than 10% of those engaging in Navigator services will be rearrested for a violent offense. This will be tracked by the Call-Center Coordinator and entered into a shared case management system for reporting purposes. Navigators will enter referrals, goals, and Navigator notes in this same system and data entry compliance is overseen by the Get Connected 815 Supervisor with the assistance of the Call Center Coordinator.

The Director of the Chairman's Office of Criminal Justice Initiatives will coordinate case management training, and will work with Get Connected 815 to customize the system to meet programming needs. The Program Compliance Coordinator will mentor Get Connected 815, providing technical assistance, and building their capacity to comply with this, and other funding opportunities.

One challenge identified will be the potential lack of case management software to manage cases and data. We are requesting this in our budget and it is a high priority. In fact, due to the remote field work strategy proposed, we do not believe we can implement without it.

Explain how the proposed program will address the impacts of domestic violence or gun violence in your community.

Response:

In the Focused Deterrence program ICJIA previously funded, engagement with the Navigator was high (89% of participants completed an intake) and recidivism rates were relatively low. According to Navigator case records

and booking data from the Winnebago County Jail, 64% (47 out of 74) of the participants who either attended a call-in meeting or who were custom notified were *not* booked in jail while part of the intervention for new offenses other than non-serious traffic violations such as driving on a revoked license or failure to report an incident. Of the 66 participants who availed themselves of the Navigator's services, 64% (42 out of 66) were not booked in jail while part of the intervention. *Additionally, only five (5) participants were arrested for gun-related charges and only three (3) participants were charged for using a gun in the commission of a violent crime.*

Given participants are selected because they represent the highest risk to public safety, the relative lack of violent crime amongst participants, particularly violent crime involving firearms, is promising and encouraging. This funding request will support not only high-risk Focused Deterrence participants, but is open to other high risk reentrants and those on pre-trial release; thereby, increasing the likelihood we will experience even better outcomes than previously experienced.

Explain which evidence-informed or promising practice to address violent crime your program will apply and why. Include how the collaborative has the capacity to carry out the evidence-based or promising practice, how it will be implemented, and how it will be evaluated.

Response:

The proposed program will follow the Risk, Need, and Responsivity model based on validated risk assessment results. *The Risk Principle* instructs us to match the level of service to the offender's risk of reoffending, based on static factors (e.g., age at first arrest, history of arrest, current age) and dynamic factors (e.g., substance abuse, antisocial attitudes). Higher-risk offenders should receive more intensive intervention. Latessa states in *Designing More Effective Correctional Programs Using Evidence-Based Practices*, "to illustrate the risk principle, if you have 100 high-risk offenders, about 60% will fail. If they are placed in a well-designed evidence-based program for sufficient duration, you might reduce the failure rate 40%".

The [Criminogenic] Need Principle refers to "what" to target. The need principle states to assess criminogenic needs and target them in treatment. High-risk offenders should receive intensive treatment, while low-risk offenders should receive minimal or no treatment. Research indicates programs should target crime producing needs, such as antisocial personality or temperament, antisocial cognition, antisocial companions, family and/or marital stressors, substance abuse, lack of employment, lack of education, and lack of pro-social leisure or recreation. *Responsivity principle* indicates match an offender's personality and learning style with appropriate program settings and approaches.

Fidelity to the model will be achieved by targeting only high risk offenders, attention to pro-social supports and other criminogenic needs, and providing mentoring support in an environment and style that is comfortable to each individual.

Lastly, capacity is determined by recent experience in the previous iteration. In the previous experience, which the Director led and Sub-recipient Executive Director acted as Navigator, only 36% of the program participants failed. Given the expected recidivism rate for high-risk prisoners is approximately 60%, the reduction in recidivism seen amongst participants means the focused deterrence program is promising, and potentially comparable to the well-designed, evidence-based programs that Latessa references.

Describe how your proposed program will reflect and promote the values of diversity, equity, and inclusion, and the principles of restorative justice within your collaborative, program design, and implementation, including hiring and training.

Response:

The Executive Director (ED) of our sub-recipient is a black woman and a former offender who understands the needs of those who share her demographics. To that end, this has been a journey of diversity, equity, and inclusion. The Director of the Chairman's Office of Criminal Justice Initiatives (pass-through applicant) brought the Executive Director of Get Connected 815 (before her non-profit was established, when the ED worked at a local homeless shelter) to an ICJIA event before she knew she would be hiring her for the 2018-2019 Focused Deterrence program. The Director also included the ED in a 2017 Focused Deterrence planning meeting, a "World Café" hosted by now- Lt. Gov. Julianna Stratton.

This event was one of many that included the Four Pillars of Procedural Justice. As such, the Director of the passthrough, the Executive Director of the sub recipient, local law enforcement, as well as the community, have been trained to varying levels on how to apply the principles to their work. The previous iteration, as well as our work since, has the principles baked in as evidenced by the sub recipient's grassroots effort.

Having responsibility in 7 of the 9 branches of the criminal justice system, Winnebago County recognizes, and is committed to increasing the capacity of those who serve individuals involved in our criminal justice system of care. We also understand the need to provide opportunity as well as training, to grassroots providers who can best be of service to the population. Should we be funded, this will be the first grant-funded opportunity of this kind for our partner, Get Connected 815.

The program is designed around the needs of the individual. Navigator will work with the individual to complete their mandatory orders, as well as personal goals. Connecting them to pro-social support persons and groups is built into the program design. These support persons and groups will be made up of persons who look like them and understand the unique needs of the population.

Hiring and training will be performed by the ED of Get Connected 815. Those hired will be former offenders, all of whom understand, and are compassionate to, the needs of the target population. The program seeks restorative justice except when to do so would harm others. Because our program serves high-risk reentrants, the latter is often a determining factor.

Program Staffing

List and describe all staff positions assigned to the proposed program and include their program roles and responsibilities. Include name of position, funding type (funded, non-funded, interns, and volunteer), program job duties, required experience, reporting and supervision structure. Note who will be tasked to communicate directly with the ICJIA grant monitor.

Response:

WINNEBAGO COUNTY DIRECTOR, CHAIRMAN'S OFFICE OF CRIMINAL JUSTICE INITIATIVES

Roles and Responsibilities: The Winnebago County Director is a non-funded position to allow funding for direct services. This staff will oversee all VCRIC services, build and facilitate relationships with community partners, supervise and evaluate staff. This position will ensure the program and its staff hired draw from local knowledge and experience, using evidence-informed research.

Required Experience/Qualifications: This position requires a degree in social work, criminal justice, or related field, as well as a minimum of five years' experience overseeing services that address the impact of violence on individuals and communities.

Reporting & Supervision Received: The Winnebago County VCRIC Director, will report to Joseph Chiarelli, Winnebago County Chairman.

WINNEBAGO COUNTY PROGRAM COMPLIANCE COORDINATOR

Roles and Responsibilities: The grant-funded Program Compliance Coordinator will dedicate 75% of their time to

overseeing program activity, growth, and collaborative partner monitoring. This role will provide technical assistance and guide the grassroots sub-recipient through compliance and reporting processes. This role will use an already established grant monitoring policy and guide the sub-recipient to understand financial and data reporting requirements, including the collection of comprehensive data to provide meaningful reports. This role will perform site visits, documenting and reporting to ICJIA within 30 days of the visit. This person will be responsible for Corrective Action Plans, maintaining records, and submitting quarterly program and fiscal reports to ICJIA. *This person will be tasked with direct communication with the ICJIA grant monitor.*

Required Experience/Qualifications: This position requires a Bachelor's degree in Accounting, Criminal Justice, Social or Human Services, or a related field. Any satisfactory equivalent combination of experience and training that ensures the ability to perform the work may be substituted for the required experience. Must exhibit extensive knowledge of community and grants management.

Reporting & Supervision Received: This position will report to the Director of the Winnebago County Chairman's Office of Criminal Justice Initiatives.

POSITION TITLE: GET CONNECTED EXECUTIVE DIRECTOR

Roles and Responsibilities: The Get Connected Executive Director (who is also the Founder of Get Connected) will act in a supervisory role for the program, ensuring program activity meets all applicable requirements of the organization, Winnebago County, and ICJIA. This is a non-grant funded position covered by Get Connected from non-grant funds to allow more grant funding to be allocated for direct services.

Required Experience/Qualifications: This position requires a minimum of a bachelor's degree in business, social work, criminal justice, or a related field, as well as a minimum of two years of experience implementing services that address the impact of violence on individuals and communities, preferably serving offenders and practicing restorative justice. This person will have lived experience.

Reporting & Supervision Received – This role reports to the Director of the Winnebago County Chairman's Office of Criminal Justice Initiatives and the Get Connected Board of Directors.

GET CONNECTED 815 CALL CENTER COORDINATOR

Roles and Responsibilities: The Get Connected Call Center Coordinator (CCC) will be responsible for fielding all incoming calls and ensuring they are routed to the correct Get Connected staff member (Navigator). The CCC will be the first point of contact for clients coming into contact with GC. When they receive the initial call and/or referral for individuals needing services, the CCC will be responsible for screening clients for services and entering their information into the Get Connected client database. The CCC will also manage the caseload rotation for Navigators, and will be tasked with determining the next available navigator to connect with the client and managing the master Navigator calendar so that they can schedule clients for their initial intake appointment. The CCC will also be responsible for providing appointment reminders to clients to increase likelihood of client attendance for appointments with Navigators. The CCC will perform periodic check-ins with Navigators as an added measure of safety for staff working in the field. They will also assist with monitoring Navigator documentation compliance and will ensure that Navigators are fulfilling all documentation requirements describing client engagement, activities, and services rendered. They will assist the Executive Director with planning workshops, training, and other events by helping to coordinate these and assisting the ED in making contact with any necessary outside agencies and event planning to ensure all activities are planned and implemented as described in the proposal. The CCC will finally be responsible for ensuring that all incoming clients provide the necessary information from their Risk-Needs-Responsivity assessment to the Navigator they are paired with.

Required Experience/Qualifications: This position requires a minimum of an Associates or Technical Degree in Business, Social Work, Criminal Justice, Public Health, or a related field, as well as a minimum of one year of experience working in an administrative or coordinating capacity in a program that provides direct client services to marginalized populations. Lived experience (whether personal or through a family member or friend) preferred.

Reporting & Supervision Received: This role reports to the Get Connected Executive Director.

POSITION TITLE: PART-TIME NAVIGATORS

Roles and Responsibilities – Four (4) Navigators supplement the work of parole, probation, and other community programming (covered by non-VCRIC funding) by dedicating evening and weekend hours to the needs of high-risk individuals on pre-trial release, parole, or probation. They will assess the social service needs of clients by performing intake appointments and using the information provided by the risk assessment (ensuring the information from this assessment is provided by clients at the first appointment), and following the Risk-Needs-Responsivity (RNR) model, make an initial plan as to which pro-social networks, meetings, and events may be beneficial to the client. This planning process will be a collaborative process with the client, with the Navigator serving as an educator and facilitator, but with the client maintaining responsibility and control as to which services will be incorporated into the client’s service plan. These staff will be responsible for connecting clients to services and pro-social support using an intro-refer module (consisting of introducing those referred to case managers, social workers, treatment providers, etc. during the referral process to ensure a valued connection that will result in engagement). The Navigator will also assist clients in accessing the range of direct individual services identified in their risk assessment needed to complete their pre-trial, probation, and/or parole board orders and connect them with peer support and they will meet regularly with clients to support case plan progress. Navigators will follow up with clients after resource workshops/events/classes (Empower U, workforce/school events, etc.). They will also work as a trusted partner with probation/parole and other court services to ensure clients are fulfilling all requirements and remain in compliance with all requirements.

Required Experience/Qualifications – Navigators will have lived experience and be trained by the Get Connected Executive Director on matters concerning Risk, Needs, and Responsivity. Requirements for the position are 2 years out of incarceration with clean time consisting of, but not limited to, changed thinking. Navigators will have knowledge of community services and peer support services and where they lack in knowledge of community services and peer support, they will research to learn of available opportunities.

Reporting & Supervision Received – Navigators will be supervised by the Get Connected Executive Director.

Describe how key programmatic staff positions will implement processes to ensure decision-making will draw from local knowledge, experience, evidence-informed research, or promising programs to implement and deliver appropriate services to the community.

Response:

The Chairman’s Office of Criminal Justice Initiatives does not do its work without the voices of those with lived experience. As such, *the funded programs will seek to fill positions with those with lived experience*, who have an understanding of the barriers facing those who wish to leave a life of violent crime. Winnebago County will also prioritize hiring individuals who understand the target population and the community as a whole. To accomplish this, the hiring process will include a point system for the above referenced priorities.

Additionally, it is a function of the Navigators to actively seek, listen, and respond to daily needs of those who seek the offer of help. This will be accomplished via direct service work in the community and working in tandem with service providers, probation, parole, and the Focused Deterrence Navigator. Appropriate service delivery includes following the evidence-based practice of the Risk, Needs, and Responsivity model using validated risk assessment results. To ensure this is happening, it will be drafted as the primary objective in the Navigator job descriptions and will be a contractual requirement.

Applicant Capacity and Experience

Describe your organization’s experience in managing grants and monitoring subawards.

Response:

As a County government, Winnebago County serves in grant management capacity for multiple departments. The accounting policies of Winnebago County confirm to accounting and financial reporting principles of the Governmental Accounting Standards Board (GASB). The Chief Financial Officer has an established a formal set of best practices and the County Auditor ensures all departments comply with controls. An independent auditor reviews internal controls, reporting any risks or weaknesses as a part of our annual audit.

The Director of the Chairman's Office of Criminal Justice Initiatives has experience managing ICJIA and other state and federally funded grants to include acting as Fiscal Agent for Project Safe Neighborhoods, FFY 2018 – 2021.

Describe your organization's experience in and capacity for assessing your community's needs and existing resources, and/or in strategic planning for the community and service delivery. Please identify the experiences and capacity of all collaborative partners and how will you leverage the experiences and capacity for the success of the program.

If your agency does not have demonstrable experience or capacity, propose a plan for assessing needs and delivery service while leveraging the collaborative partners' experience and capacity for the success of the program.

Response:

As a County government, the pass-through has experience in assessing community needs and resources in multiple County departments, including criminal justice. To increase County capacity to our criminal justice systems, the County Board created a new position, Director of the Chairman's Office of Criminal Justice Initiatives. They hired the Administrator of the Criminal Justice Coordinating Council who was also responsible for implementing Partnerships and Strategies to Reduce Violent Crime. The Director will be overseeing this program.

The criminal justice system has been researched from point of entry to exit. In 2017, we, along with Loyola University, the community, and those with lived experience embarked on a year-long study of crime drivers using the SARA Model (scanning, analysis, response, and assessment). Because of the importance of the community, part of the planning process also involved gauging citizens' perceptions of crime and disorder, what they see as appropriate responses to violent crime and those who commit violent crime, as well as their perceptions of the Rockford Police Department and the Winnebago County Court system. To accomplish this, an initial survey was administered in 2017. Following a full year of the focused deterrence initiative being implemented, a second round of the community survey was administered in the summer of 2019. Law Enforcement was also surveyed to gauge their perception of crime and disorder, perceptions of their organization, perceptions of their role, and perceptions of interactions with citizens.

A comparison analysis was completed, comparing 2017 to 2019 data. Based on citizen surveys, levels of concern for specific crime problems in their neighborhoods, improvements were seen across a number of crime issues, including burglary, drug sales, robbery/mugging, shootings, disorderly youth, and gang activity. In both survey's, respondents indicated they felt accountability, but also services, were important to addressing crime in our community.

A Final Evaluation was completed in 2020 that used extensive data obtained from Navigator interactions with clients. This data indicated high needs in the area proposed: pro-social, education, and employment. The report also indicated those who were ready for change, sought out assistance from a Navigator – a field position who not only provided guidance on how to access services, but provided mentoring and walked with the client to

advocate as they accessed services and new opportunities. These experiences are being leveraged through the former Navigator of that program, who is now the Get Connected 815 Executive Director and teaching what she knows, to others.

Describe your organization's capacity and experience with providing services to victims and/or individuals who commit domestic violence or gun violence. Please identify the experiences and capacity of collaborative partners and how will you leverage the experiences and capacity for the success of the program.

If your agency does not have demonstrable experience or capacity, propose a plan to ensure funded staff will receive the necessary training to provide services in the program while leveraging the collaborative partners' experience and capacity for the success of the program.

Response:

The Director of the pass-through, Winnebago County, developed, drafted the Strategic Implementation Plan and managed the previous ICJIA-funded violent crime reduction program, Partnerships and Strategies to Reduce Violent Crime. The Director coordinated multi-level government agencies, criminal justice practitioners, and community partners to implement this successful program that ended in December of 2019. The Director, also a professional trainer in case-management, trained the Navigator and also organized Navigator training through the Winnebago County Department of Probation. The Director is also the Administrator of the Criminal Justice Coordinating Council (CJCC) and leads the Partnerships and Strategies to Reentry MDT.

The Executive Director of the Sub-award is the former Navigator of the Partnerships and Strategies to Reduce Violent Crime program. She has lived-experience, professional experience, and has created her own non-profit as a result. The ED has been training other former reentrants who have been taking referrals (at no cost) from IDOC through her non-profit.

The Part-Time Navigators and Call-Center Coordinator will be trained by the Executive Director of the Sub-award. The Executive Director has the personal, as well as professional experience to do so. Get Connected 815 has a training checklist which includes mentoring, exploring community services, and applying the Risk, Needs, and Responsivity model.

For process and outcome objectives markers, provide justification on how your markers are reasonable and achievable during the period of performance.

Response:

Our markers are reasonable and achievable because we have worked with this very population and used the data from the Final Evaluation to support our engagement and recidivism expectations. In our previous iteration, engagement with the Navigator was high. The Sub is confident they can engage 80% for 6 months.

Previously, eighty-nine percent (66 of the 74 participants) completed an intake with the Navigator and set at least one goal, the highest being in employment and education. In all, the case records indicated 51 participants completed a total 202 goals between January of 2018 and November of 2019. Approximately a third (33%) of those goals were related to employment, followed by goals related to education (16%) and obtaining ID's (9%).

Loyola University's Final Research Evaluation indicated that "of the 56 participants who set an employment goal, 63% achieved that goal. Thirty-one participants met their goal of finding full-time work, two participants met their goal of finding part-time work and one participant (who entered the program employed) met his goal of maintaining employment while enrolled in the program. With the help of the Navigator, 20 of the 46 participants

(43%) who set education goals achieved at least one of their goals. Five participants achieved goals related to earning their GEDs, including enrolling in a GED program (3), completing a GED practice test (3) and completing portions of the GED (1). Four participants enrolled in a post-secondary training program (3) or community college course (1). The remaining 11 participants achieved one or more other goals related to furthering their education, such as completing education assessments (7), developing a post-secondary plan (6), and applying for benefits/assistance for attending a post-secondary program (2)".

Additionally, according to Navigator case records and booking data from the Winnebago County Jail, 64% (47 out of 74) of the participants who either attended a call-in meeting or who were custom notified were *not* booked in jail while part of the intervention for new offenses other than non-serious traffic violations such as driving on a revoked license or failure to report an incident. Of the 66 participants who availed themselves of the Navigator's services, 64% (42 out of 66) were not booked in jail while part of the intervention. Additionally, only five (5) participants were arrested for gun-related charges and only three (3) participants were charged for using a gun in the commission of a violent crime. These results tell us less than 10% will be rearrested for a violent offense.

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EXHIBIT B

DELIVERABLES OR MILESTONES

Task	Staff Position Responsible	Date Due
Develop Navigator policy guidelines based in part on funding and contractual obligations	Get Connected 815 Executive Director	04/15/2021
Hire and train Navigators to include Risk, Needs, and Responsivity	Get Connected 815 Executive Director	04/01/2021
Implement PM / Weekend Navigator Program	Get Connected 815 Executive Director, PT Navigators	04/15/2021
Navigators participate in 3 Call In Forums	PT Navigators	10/30/2022
Hire Program Compliance Coordinator	Director, Chairman's Office of Criminal Justice Initiatives	04/15/2021
Develop system for monitoring Get Connected 815 performance, including reports.	Program Compliance Coordinator	04/15/2021
Provide reporting and compliance technical assistance	Program Compliance Coordinator	Ongoing
Conduct 3 Site Visits, submit 3 Site Visit report to ICJIA	Program Compliance Coordinator	10/30/2022
Program Compliance Coordinator, Navigators meet monthly to review data for input compliance	Program Compliance Coordinator	Ongoing
Partnerships and Strategies to Reentry quarterly MDT meetings	Director, Chairman's Office of Criminal Justice Initiatives, Get Connected 815 Executive Director, Program Compliance Coordinator, Navigators	Ongoing
Submit quarterly data report and quarterly timekeeping certifications to ICJIA	Program Compliance Coordinator	April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023 April 15, 2023
Submit quarterly financial status reports to ICJIA	Program Compliance Coordinator	April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023 April 15, 2023
Submit closeout financial status report, property inventory, and closeout data report to ICJIA	Program Compliance Coordinator	April 30, 2023

Passthrough Monitoring of Subgrantee

Task	Staff Position Responsible	Date Completed
Submit draft subawards to ICJIA	Director	March 15, 2021
Execute subawards	Program Coordinator	March 30, 2021
Review subaward periodic fiscal reports	Program Coordinator	Quarterly
Process payments to subrecipients	Finance Manager	Quarterly
Review subaward periodic data reports	Program Coordinator	Quarterly
Provide ongoing technical assistance to subrecipients	Program Coordinator	Ongoing
Conduct subaward site visits	Program Coordinator	Quarterly / Ongoing
Submit quarterly Periodic Performance Report to ICJIA	Program Coordinator	January 15, 2022 April 15, 2022 July 15, 2022 October 15, 2022 January 15, 2023
Distribute subaward closeout report materials reports	Program Coordinator	December 15 th , 2022
Submit final fiscal and data reports to ICJIA	Program Coordinator	January 31, 2023

EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$199,438.00 under this Agreement.

Grantor agrees to make payment to Grantee for the administration and implementation of the program described in the exhibits. Upon receipt of the fiscal and progress reports, quarterly payments will be made to Grantee, in accordance with Trust Fund Account requirement of Part Three of this Agreement. No payment will be made until all outstanding reports are received by Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

In addition, due to the unique requirements of the program being funded, Grantee may request that an advance payment be made during any quarter and must include supporting documentation with the request, if Grantee has a Grantor-approved Trust Fund Account. Requests for advance payment are subject to review and approval.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Luisa Salazar

Title: Grant Specialist

Address: 300 W. Adams, Suite 200, Chicago, IL 60606

Phone: 312-814-0707

TTY#: _____

Fax#: _____

E-mail Address: luisa.salazar@illinois.gov

GRANTEE CONTACT

Name: Marlana Dokken

Title: Director, Chairman's Office of Criminal Justice

Initiatives

Address: 404 Elm Street, Rockford, IL 61101

Phone: 815-319-4059

TTY #: _____

Fax #: _____

E-mail Address: mdokken@wincoil.us

Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

GOAL: Through the oversight of subawards, provide technical assistance to build knowledge and capacity of grassroots non-profit(s) serving our reentry population.	
Objectives	Process Performance Measures
Detail the plan for monitoring subrecipient performance, including submission of periodic data reports and periodic fiscal reports <ul style="list-style-type: none"> Submit agency plan for monitoring of sub-awards 100% of subrecipients will submit periodic fiscal reports on time 	<ul style="list-style-type: none"> Date agency plan is completed Percentage of subrecipients with fiscal reports submitted on time.
Review accuracy of subrecipient data reports <ul style="list-style-type: none"> 1 subaward data report received and reviewed quarterly 100% of subrecipients will submit quarterly data reports on time 	<ul style="list-style-type: none"> Number of data reports received and reviewed Percent of subrecipients with data reports submitted on time.
Review accuracy of subrecipient fiscal reports <ul style="list-style-type: none"> 1 subaward fiscal reports received and reviewed quarterly 100% of subrecipients will submit quarterly fiscal reports on time 	<ul style="list-style-type: none"> Number of reports received and reviewed Percent of subrecipients with fiscal reports submitted on time.
Provide fiscal and programmatic technical assistance to all subrecipients as needed. <ul style="list-style-type: none"> 1 subrecipients will receive technical assistance. 	<ul style="list-style-type: none">
Perform site visits with 100% of subrecipients during award period. <ul style="list-style-type: none"> 3 subaward site visit schedule will be submitted to ICJIA 3 subaward visits conducted (1 each year minimum) 	<ul style="list-style-type: none"> Number of site visits completed.
	<ul style="list-style-type: none"> Number of site visit reports submitted to ICJIA

<p>Submit site visit reports to ICJIA within 30 days of visit</p> <ul style="list-style-type: none"> • 3 subaward site visit reports submitted to ICJIA • 3 subaward site visit reports submitted to ICJIA within 30 days 	
<p>If applicable, provide a Corrective Action Plan for all subrecipients identified as needing formal corrective action.</p> <ul style="list-style-type: none"> • Up to 1 subrecipients will be identified as requiring corrective action. • Up to 1 will be notified and provided with a Plan of Corrective Action 	<ul style="list-style-type: none"> • Number identified
<p>If applicable, verify subrecipient completion of Corrective Action Plan within specified timeframe.</p> <ul style="list-style-type: none"> • 100% subrecipients will need to complete Corrective Action Plan requirements within specified timeframe 	<ul style="list-style-type: none"> •
<p>Provide fiscal and programmatic technical assistance to all subrecipients that request such assistance.</p> <ul style="list-style-type: none"> • Up to 1 subrecipient will require fiscal and technical assistance • Up to 1 subrecipient will receive such assistance 	<ul style="list-style-type: none"> • Number requesting technical assistance

Passthrough Monitoring of Subgrantee

GOAL: Through the oversight of subawards, provide technical assistance to build knowledge and capacity of grassroots non-profit(s) serving our reentry population.	
Objectives	Process Performance Measures
Detail the plan for monitoring subrecipient performance, including submission of periodic data reports and periodic fiscal reports	<ul style="list-style-type: none"> • Submit agency plan for monitoring of sub-awards • 100% of subrecipients will submit periodic fiscal reports on time
Review accuracy of subrecipient data reports	<ul style="list-style-type: none"> • 1 subaward data report received and reviewed quarterly • 100% of subrecipients will submit quarterly data reports on time

Review accuracy of subrecipient fiscal reports	<ul style="list-style-type: none"> • 1 subaward fiscal reports received and reviewed quarterly • 100% of subrecipients will submit quarterly fiscal reports on time
Provide fiscal and programmatic technical assistance to all subrecipients as needed.	<ul style="list-style-type: none"> • 1 subrecipients will receive technical assistance.
Perform site visits with 100% of subrecipients during award period.	<ul style="list-style-type: none"> • 3 subaward site visit schedule will be submitted to ICJIA • 3 subaward visits conducted (1 each quarter minimum)
Submit site visit reports to ICJIA within 30 days of visit	<ul style="list-style-type: none"> • 3 subaward site visit reports submitted to ICJIA • 3 subaward site visit reports submitted to ICJIA within 30 days
Provide a Corrective Action Plan for all subrecipients with identified as needing formal corrective action.	<ul style="list-style-type: none"> • Up to 1 subrecipients will be identified as requiring corrective action. • Up to 1 will be notified and provided with a Plan of Corrective Action
Verify subrecipient completion of Corrective Action Plan within specified timeframe.	<ul style="list-style-type: none"> • 100% subrecipients will need to complete Corrective Action Plan requirements within specified timeframe
Provide fiscal and programmatic technical assistance to all subrecipients that request such assistance.	<ul style="list-style-type: none"> • Up to 1 subrecipient will require fiscal and technical assistance • Up to 1 subrecipient will receive such assistance

EXHIBIT F

PERFORMANCE STANDARDS

See Exhibit E Performance Measures.

EXHIBIT G

SPECIFIC CONDITIONS

1. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.
2. waiting on grantee to complete.
3. ICQ Specific Conditions

ICQ Section:	03-Financial and Regulatory Reporting (2 CFR 200.327)
Conditions:	Requires more detailed reporting;
Risk Explanation:	Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.
How to Fix:	Implementation of new or enhanced system, mitigating controls or a combination of both.
Timeframe:	One year.
ICQ Section:	06-Audit (2 CFR 200.500)
Conditions:	Requires desk review of the status of implementation of corrective actions;
Risk Explanation:	Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.
How to Fix:	Completion of corrective action plan implementation.
Timeframe:	When corrective action is complete.
ICQ Section:	08-Property Standards (2 CFR 200.310 - 316)
Conditions:	Requires additional prior approvals;
Risk Explanation:	Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.
How to Fix:	Implementation of corrective action including new or enhanced controls over equipment and property.
Timeframe:	One year from the implementation of corrective action.

4. Grantee agrees to all comply with all of the terms and conditions required by the Illinois Department of Transportation as a result of Grantee's Internal Controls Questionnaire.

PART TWO – THE GRANTOR-SPECIFIC TERMS

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

27. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

28. Budget Changes. Grantee may only make a discretionary line item transfer, as outlined in Part I, 6.3, after providing written notification to Grantor.

29. Commencement of Performance.

29.1. If performance has not commenced within 60 days of the execution date of this Agreement, Grantee agrees to report by letter to Grantor the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

29.2. If the program is not operational within 90 days of the execution date of this Agreement, Grantee agrees to submit a second letter to Grantor explaining the implementation delay. Grantor may at its discretion either cancel this Agreement or extend the implementation date of the program past the 90-day period.

29.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

29.4. If this Agreement is terminated due to this section, Grantor will only pay for those services rendered as of the date service delivery ceased.

30. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs only, in accordance with Part I, 7.11. Grantee shall report and account for such program income as required by the Grantor.

31. Reporting and Evaluation Requirements.

31.1. Grantee shall submit the following reports to the Grantor on a monthly basis:

- progress reports for the preceding month relevant to the performance indicators listed in the Agreement;
- fiscal reports detailing financial expenditures for the previous month; and
- any other reports specified by the Grantor.

Reports shall be submitted by the 15th of every month following the first complete month of the grant period.

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

31.3. Grantee agrees to comply with the Grantor's request for information related to an evaluation of program. The Grantee agrees to report any additional information required by the Executive Director of the Authority.

31.4. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

32. Inspection and Audit.

32.1. If the Grantee is required either by federal or state law or regulation to have an audit performed, then the Grantee shall provide copies of such audits to the Grantor no later than 3 months after the close of the Grantor's audit period.

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

32.3. Grantee agrees to develop and maintain a record-keeping system to document all Agreement related activities and expenditures. These records will act as the original source material for compilation of the data and all other program activity.

32.4. Grantor, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of Grantee, and to relevant books, documents, papers and records of subcontractors.

33. Closeout requirements. Within 30 days of the expiration date of this Agreement or any approved extension thereof the following documents must be submitted by Grantee to Grantor: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by Grantor.

34. Procurement Requirements and Requests for Proposals.

34.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and Part I, 22.3.

34.2. If the Grantee's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor's procurement process.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

34.3. As required by Grantor, Grantee shall submit documentation regarding its procurement procedures and grant-funded purchases for Grantor review and approval to assure adherence to applicable guidelines.

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

34.5. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

35. Sub-contracting.

35.1. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any sub-contractor.

35.2. Grantee is required to submit a copy of the sub-contract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole Source Justification form to Grantor for approval prior to hiring the contractor.

35.3. As required by Grantor, Grantee shall submit documentation regarding contracts to be funded with grant funds for Grantor review and approval, to assure adherence to applicable guidelines.

35.4. Approval of the use of sub-contractors by Grantor does not relieve Grantee of its obligation to assure performance under this agreement. Grantee shall be responsible for the recovery of any unspent and/or misspent grant funds paid to the subcontractor by Grantee.

36. Management and Disposition of Equipment and Commodities.

36.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.

36.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

36.3. Equipment purchased using Grantor funds shall be made available for inspection during site visits, and upon request of Grantor as part of its grant monitoring and oversight responsibilities.

36.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

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

37. Disclosure Of Solicitation For Employment. Grantee shall notify the Grantor's Ethics Officer if the Grantee solicits for employment any of the Grantor's employees during the term of this agreement.

38. Compliance. Grantee agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and Grantor in the performance of this Agreement.

39. Nondiscrimination.

39.1. Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor.

39.2. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

39.3. National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

39.4. In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding.

39.5. Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries.

Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

39.6 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

40. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.

41. Copyrights and Patents.

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

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

42. Publications.

42.1. In addition to the requirements of Part I, Article 23, Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

42.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

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

42.4. All publications shall supplement the language required by Part I, Article 23 with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

42.5. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement

required in 42.4.

42.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

43. Failure to File in a Timely Fashion.

43.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 5th of each month. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

43.2. Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds, in addition to any other remedy stated in this Agreement. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that Grantee has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

44. Reporting Grant Irregularities.

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

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

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

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

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

Illinois Criminal Justice Information Authority

Attn: Office of General Counsel
300 W. Adams Suite 200
Chicago, IL 60606

45. Reporting Potential Fraud, Waste, or Similar Misconduct.

45.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, sub-contractor, or sub-grantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

45.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
300 W. Adams Suite 200
Chicago, IL 60606

46. Use of Funds. Grantee certifies that it, and its subcontractors if applicable, shall use grant funds for only allowable services, activities and costs, as described in the Agreement. Grantee certifies that only those costs listed in the Budget shall be paid pursuant to this Agreement.

47. Grant Funds Recovery and Involuntary Withholdings.

47.1. Grantee certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. Grantee also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

47.2. Grantee shall notify Grantor if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If Grantee is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, Grantor may terminate this agreement at Grantor's discretion.

48. Crimes of Dishonesty. Grantee shall notify Grantor if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

49. Timekeeping.

49.1. Grantee shall, in furtherance of its performance of all aspects of the program description and budget

as set forth in the attached exhibits and the Budget, maintain time keeping records for all grant-funded and match personnel as follows:

- A. Personnel who spend less than 100% of their time on the funded program must maintain a Personnel Activity Report (PAR) that accurately reflects the time the employee spends performing the program and any other duties. The PAR must:
 - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 - 3. be prepared at least monthly and coincide with one or more pay periods;
 - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 - 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 - 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 - 3. be supplemented with daily attendance timesheets.

49.2. Payroll records must reflect either the after-the-fact distribution of an employee's actual activities or the certification of an employee's actual work performed.

49.3. Volunteers whose time fulfills a match requirement must complete a daily attendance timesheet or log that includes dates and hours worked on the grant program.

49.4. Along with each quarterly report, Grantee shall submit a Quarterly Time Keeping Certification to Grantor. The Quarterly Time Keeping Certification shall include a certification listing all employees who must complete PARs as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

49.5. All time keeping documentation and certifications shall be made available for inspection during site visits and upon request by Grantor.

50. Separate Revenue and Expenditure Accounts. Grantee must have an accounting system that meets the following requirements:

- (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
- (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
- (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
- (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
- (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
- (f) Maintains a system coding or classification system that permits summarization and reporting of

- grant revenue and expenditures by specific accounts, programs, projects, etc.
- (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds from other Federal, State, or private sources. *See* 2 CFR 200.302.
 - (h) Maintain an accounting system that utilizes generally accepted standards of accounting.

51. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, 22.1, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

52. Project Monitoring and Evaluation.

52.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.

52.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.

52.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.

53. Safeguarding Constitutional Protections Related to Religion

53.1 Grantee certifies that grant and match funded services must be offered without regard to religious affiliation. Grantee also certifies that the receipt of services through the grant funded program shall not be contingent upon participation in a religious event or activity. Grant or match funds may not be used for any explicitly religious activities such as worship, religious instruction, or proselytization. Grantee may engage in inherently religious activities, but such activities must be separate in time or place from the grant funded program, and beneficiaries cannot be compelled to participate in them.

53.2 Faith-based organizations may take into account religion when hiring staff consistent with the Religious Freedom Restoration Act and other applicable laws. In addition, Grantee must receive approval from the Department of Justice, Office for Civil Rights before doing so, if the grant is funded with federal funds.

53.3 Absent exigent circumstance, prior to enrolling or providing services to a beneficiary, faith-based organizations shall provide a written notice to the beneficiary which contains at a minimum the following information: (i) The organization may not discriminate against beneficiaries or prospective beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice; (ii) The organization may not require beneficiaries or prospective beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary; (iii) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance; (iv) If a beneficiary or prospective beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the beneficiary

or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection; and (v) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Office for Civil Rights or the intermediary that awarded funds to the organization.

54. Requirement to Report Actual or Imminent Breach of Personally Identifiable Information (PII). Grantee (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient)-- 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of this grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). Grantee's breach procedures must include a requirement to report actual or imminent breach of PII to Grantor no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

55. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

a. In accepting this award, Grantee –

- i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

b. If Grantee makes sub-awards or contracts under this award –

- i. it represents that –
 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will

provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

56. Sub-Granting.

56.1 Sub-Grantee Monitoring.

- a. Grantee will monitor sub-grantees to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the sub-award. Grantee will ensure that all sub-grantees comply with Grant Accountability and Transparency Act (30 ILCS 708/1 et al.) and 2 CFR 200 requirements. Approval of a sub-grantee does not relieve Grantee of its obligation to assure performance under this Agreement.
- b. Sub-grantees are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all sub-grantees.
- c. Grantee will require all sub-grantees to submit, at a minimum, quarterly data and fiscal reports to Grantee.
- d. As Grantee awards each sub-grant, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a sub-grantee shall be submitted to Grantor along with verification of the corrective action.

56.2 Any sub-grant under this Agreement shall be subject to Grantor-approval, specified by written contract, and subject to all terms and conditions contained in this Agreement. If the use of a sub-grantee is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is sub-granted as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written sub-grant agreement. Grantee will ensure that all sub-grantees comply with the requirements to obtain a DUNS number and to register with SAM.gov. Prior to the execution of its grant agreement, Grantee will submit their sub-grantee monitoring protocol to Grantor for approval.

56.3 Prior to awarding sub-grants, Grantee shall submit to Grantor selected sub-grantees for approval. Grantor reserves the right to deny a sub-grantee, impose additional conditions to the sub-grant, or reduce the amount of the sub-grant. Grantee shall submit to Grantor the funded amount, a site visit schedule, and notification of monitoring provisions for each sub-grant upon execution of the sub-grant agreement.

56.4 Grantee shall use a competitive bidding process for the selection of any sub-grantee not specifically named in this Agreement pursuant to GATA rules.

56.5 Grantee shall conduct a programmatic risk assessment of every sub-grantee that receives a sub- award through this Agreement.

56.6 Grantee will evaluate each sub-grantee's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a sub-grantee, if appropriate.

56.7 Grantee will make fiscal and programmatic technical assistance available to all sub-grantees, and

may also be required to attend trainings hosted by Grantor.

56.8 All unspent sub-grant funds will be returned by Grantee to Grantor within 30 days after the end of each sub-grantee's period of performance.

56.9 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the sub-grantee by Grantee.

56.10 Grantor is not responsible for the performance, acts, or omissions of any sub-grantee.

57. Charitable Organizations. If Grantee is a charitable organization then Grantee certifies that it is a charitable organization under the requirements of the Illinois Charitable Trust Act (760 ILCS 55/1 *et. seq.*) and the Solicitation for Charity Act (225 ILCS 460/0.01 *et. seq.*).

58. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

59. Background Checks. Background checks are required for all program staff, independent contractors and volunteers, including those of subgrantees and subcontractors, who have direct contact with youth (under 18 years) before hiring or before working on the program. Grantee must have a written protocol on file requiring background checks for all persons and maintain documentation of their completion and results. Background checks must include fingerprint-based background checks through the Illinois State Police.

Such persons with the following convictions will automatically be excluded from working on the program:

- sex offenses;
- criminal offenses in which the victim is, by statute, a youth, including, but not limited to, child abuse and child endangerment; and
- any Class X felony for which the person has completed parole/supervised release within the past 5 years.

Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations

60. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

61. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Said policy is available upon Grantee request. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program

participants. For emergency food provision, grantees must maintain records of both the cost of the food provided and the program participant who received it.

62. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.

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PART THREE – THE PROJECT-SPECIFIC TERMS

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

63. Employment eligibility verification for hiring under the award.

63.1 Grantee (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under his award of both--

- (1) this award requirement for verification of employment eligibility, and
- (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance

63.2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

63.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

63.4. Rules of construction

A. For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the

United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at VerifyEmployerAgent@dhs.gov.

64. All subawards ("subgrants") must have specific federal authorization. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract"). The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

65. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000.

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of Federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract(if contract would exceed \$250,000)), and are incorporated by reference here.

66. Unreasonable restrictions on competition under the award; association with federal government

66.1. No discrimination, in procurement transactions, against associates of the federal government Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring

awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") – no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

66.2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

66.3. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

66.4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

67. Requirements pertaining to prohibited conduct related to trafficking in persons The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

68. Determination of suitability to interact with participating minors This condition applies to this award if it is indicated that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain

individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

69. Conferences, Meetings, Trainings, and other events. Grantee must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences. Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

70. Requirement for Data on Performance and Effectiveness. The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

71. Training Guiding Principles. Any training or training materials that Grantee develops or delivers with grant funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

72. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

73. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

74. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

75. Restrictions on "lobbying" In general, as a matter of federal law, federal funds awarded by OJP may not be

used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

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

Should any question arise as to whether a particular use of federal funds by grantee (or subrecipient) would or might fall within the scope of these prohibitions, grantee is to contact ICJIA for guidance, and may not proceed without the express prior written approval of ICJIA and OJP.

76. Appropriations-law Restrictions. Grantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

77. Reporting Potential Fraud, waste and abuse In addition to the requirements of paragraph 45, potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

78. Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters. Grantee and any entity that receives a contract or subcontract with any funds under this award, may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

- a. In accepting this award, Grantee –
 - i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - ii. certifies that, if it learns or is notified that it is or has been requiring its employees or

contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

- b. If Grantee makes sub-awards or contracts under this award –
 - i. it represents that –

- 1. it has determined that no other entity that Grantee's application proposes may or will receive award funds (whether through a subaward, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - 2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
 - ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

79. Prohibition on Reprisals. Grantee and any sub-grantee, must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

80. Text Messaging While Driving. Grantor encourages Grantee to adopt and enforce policies banning employees of Grantee or Program Agency and contractors or sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

81. Cooperating with Grantor and OJP Monitoring Requests. Grantee agrees to comply with Grantor and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with Grantor, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. Further, Grantee agrees to abide by reasonable deadlines set by Grantor, BJA, and OCFO for providing the requested documents. Failure to cooperate with Grantor, and BJA's/OCFO's grant monitoring activities may result in sanctions affecting Grantee's awards, including, but not limited to: withholdings and/or other restrictions on Grantee access to grant funds; referral to the Office of the Inspector General for audit review; designation of Grantee as a High Risk grantee; or termination of an award.

82. Justice Information Sharing. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the recipient (and any subrecipient at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

83. Avoidance of Duplication of Networks. To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless Grantee can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

84. Compliance with 28 C.F.R. Part 23. With respect to any information technology system funded or supported by funds under this award, Grantee (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, Grantee may be fined as per 42 U.S.C. 3789g(c)-(d). Grantee may not satisfy such a fine with federal funds.

85. Protection of human research subjects. The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

86. Confidentiality of Records.

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

86.2. Grantee (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

87. Law enforcement task forces - required training Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity

and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

88. Justification of consultant rate Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the Grantor prior to obligation or expenditure of such funds.

89. Submission of eligible records relevant to the National Instant Background Check System Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if Grantee (or any subrecipient) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the Grantee (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

90. Required attendance at BJA-sponsored events Grantee and any subrecipient must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.

91. Compliance with National Environmental Policy Act and Related Statutes.

91.1. Upon request, Grantee must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, Grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, Grantee agrees to contact BJA.

91.2. Grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by Grantee, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- New construction;
- Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a)

purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and

- Implementation of a program relating to clandestine methamphetamine laboratories operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

91.3. Grantee understand and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement. Grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html>.

91.4. For existing and continuing programs or activities that will be funded with federal grant funds through Grantor, upon request by Grantor as directed by BJA, Grantee shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

92. Establishment of trust. If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

93. Body Armor

93.1. JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

93.2. Grantee agrees to submit a signed certification that they have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

93.3. Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

94. Required Data on Law Enforcement Agency Training. Grantee agrees, that if it is a law enforcement agency, it will submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

95. Expenditures prohibited without waiver No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies

that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

96. Controlled expenditures.

96.1. *Prior Written Approval Required.* Award funds may not be used for items that are listed on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, without explicit written prior approval from BJA. The Controlled Expenditure List, and instructions on how to request approval for purchase or acquisitions are set out at <https://www.bja.gov/funding/JAGControlledPurchaseList.pdf>

96.2. *Incident Reporting.* If Grantee uses award funds to purchase or acquire any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, the agency must collect and retain (for at least 3 years) certain information about the use of-- (1) any federally-acquired Controlled Equipment in the agency's inventory, and (2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency's inventory, regardless of source; and Grantee must make that information available to BJA upon request. Details about what information must be collected and retained are set out at <https://ojp.gov/docs/LEEquipment-WG-Final-Report.pdf>.

96.3. *Sale of items on Controlled Expenditure List.* Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

- a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the Controlled Expenditure List.
- b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award.
- c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.
- d. Grantee must notify BJA prior to the disposal of any items on the Controlled Expenditure List purchased with award funds, and must abide by any applicable laws (including regulations) in such disposal.

96.4. *Prohibited or Controlled Expenditures - Effect of Failure to Comply.* Failure to comply with an award condition related to prohibited or controlled expenditures may result in denial of any further approvals of controlled expenditures under this or other federal awards.

96.5. *Controlled expenditures – Standards.* Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through

Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor's or OJP's request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

97. Use of funds for DNA testing; upload of DNA profiles.

97.1. If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

97.2. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

97.3. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

98. Match. Match or cost sharing is not required for this Agreement.

99. Equal Employment Opportunity Plan (EEOP).

99.1. Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted, if Grantee has 50 or more employees and has received a grant of \$25,000 or more, and has a service population with a minority representation of 3 percent or more, Grantee shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women.

99.2. If Grantee has less than fifty employees, receives an award of less than \$25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete the DOJ OJP online EEO Reporting tool at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

99.3. If Grantee is a government agency or private business and receives an award of \$25,000 or more, but less than \$500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. Grantee agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

99.4. If Grantee is a government agency or private business, has received an award for \$500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must submit a Utilization Report for review and approval prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If Grantee is required to submit a Utilization Report under this subsection, it must provide

Grantor proof that the Utilization Report was approved by the OCR.

99.5. Grantee must provide proof that an EEO Certification was completed through the DOJ OJP online EEO Reporting Tool within one year of the execution of this Agreement.

99.6 Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 5.3 or approved pursuant to subsection 5.4, as applicable, within two years of the execution of this Agreement.

99.7 Grantee acknowledges that failure to submit an acceptable EEO Certification or Utilization Report, if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.

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

101. Nondiscrimination.

101.1 Grantee certifies that it will not engage in any prohibited discrimination based on any race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, pregnancy, physical or mental disability, military status, sexual orientation, gender identity, or unfavorable discharge from military service. Grantee understands that federal and state statutes and regulations applicable to awards made by Grantor include civil rights and nondiscrimination requirements and Grantee certifies that it will abide by those requirements. Specifically, those requirements as found in:

- a. The applicable statutes pertaining to civil rights contained in section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
- b. The applicable statutes pertaining to nondiscrimination contained in section 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of Juvenile Justice and delinquency Prevention Act of 1974, as amended; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132; and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
- c. The DOJ regulations on the Partnerships with Faith-Based and Other Neighborhood Organizations (Executive Order 13,559 and 28 C.F.R. pt. 38), DOJ Implementing Regulations as found in 28 C.F.R. pt. 42, 28 C.F.R. pt 31, 28 C.F.R. pt 35, 28 C.F.R. pt 38 and 28 C.F.R. pt 94;
- d. The Illinois Human Rights Act (775 ILCS 5), The Public Works Employment Discrimination Act (775 ILCS 10), The Illinois Environmental Barriers Act (410 ILCS 25); and
- e. Any other applicable Federal, State, or local civil rights or nondiscrimination laws.

101.2 Grantee certifies it shall comply with such guidance regarding civil rights matters as may be issued by Grantor and the United States Department of Justice, Office of Justice Programs, Office for Civil Rights. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5)

101.3 National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI of the Civil Rights Act of 1964 and the Safe Streets Act, Grantee is required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

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

101.5 In the event that a Federal or State court or a Federal, State, or local administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor within five (5) business days of said finding. If applicable, Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

101.6 Grantee shall designate a Civil Rights Coordinator to serve as a liaison for all civil rights related matters. The Civil Rights Coordinator need not be grant funded. Grantee shall promptly notify Grantor of any change regarding the designated Civil Rights Coordinator.

101.7 Grantee's Civil Rights Coordinator and any program staff and match volunteers who have direct contact with program beneficiaries shall complete annual civil rights training as required and approved by Grantor.

101.8 Grantee shall provide notice to employees and beneficiaries regarding applicable civil rights laws and the procedure for filing a complaint with Grantor and appropriate federal and state agencies. Grantee shall promptly notify Grantor, via its assigned Grant Monitor, of any complaints of prohibited discrimination or harassment filed with Grantee regarding grant employees, beneficiaries, or potential beneficiaries. Grantee shall fully cooperate in any investigation regarding an allegation of prohibited discrimination.

101.9 Grantee shall complete a Civil Rights Compliance Questionnaire as required by Grantor.

101.10 Grantee will require subrecipients and subcontractors to comply with all applicable civil rights and nondiscrimination statutes and regulations.

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

103. High-Risk Grantees.

103.1. If Grantee is designated "high risk" by a grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, Grantee must disclose that fact and certain related information to Grantor in writing. For purposes of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to Grantee's past performance, or other programmatic or financial concerns with the recipient. Grantee disclosure must include the following: 1. The awarding agency that currently designates Grantee high risk, 2. The date Grantee was designated high risk, 3. The high-risk point of contact at that awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.

103.2. Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if Grantor determines that Grantee is a high-risk grantee.

104. Maximum Employee Compensation. Grantee understands and agrees that funds through this agreement may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Services (SES) at an agency with a Certified SES Performance Appraisal System for that year. An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

105. Duplicative Funding. Grantee agrees that if it currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested by Grantor, must seek a budget-modification to eliminate any inappropriate duplication of funding.

106. Reclassification of Various Statutory Provisions to a new Title 34 of the United States Code.

106.1. On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

106.2. Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

107. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from March 1, 2022, not to exceed \$199,438.00, and must be in accordance with the final approved program budget. ICJIA has the right and obligation to review supporting documentation for all pre-award incurred costs that are submitted for reimbursement on an invoice from grantees. Cost that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.

ⁱ <https://www.cbsnews.com/pictures/the-most-dangerous-cities-in-america/>

ⁱⁱ <https://home.chicagopolice.org/wp-content/uploads/2020/09/19AR.pdf>

ⁱⁱⁱ <https://rockfordil.gov/wp-content/uploads/2021/04/Overall-RockStat-Year-End-2020.pptx.pdf>

^{iv} <https://www.wifr.com/2021/02/23/rockford-murder-rate-jumped-100-in-2020/>

^v <https://www.census.gov/quickfacts/fact/table/winnebagocountyillinois,rockfordcityillinois,IL,US/PST045219>

^{vi} *ibid*

^{vii} https://www2.illinois.gov/ides/lmi/Pages/Local_Area_Unemployment_Statistics.aspx

^{viii} Source: Analyses by Loyola's Center for Criminal Justice Research, Policy & Practice of aggregate, published I-UCR data.

^{ix} *Ibid*.

^x <http://www.mystateline.com/news/rockford-listed-as-americas-5th-most-dangerous-city/820263454;>
<http://1440wrok.com/website-declares-rockford-to-be-the-5th-most-dangerous-city-in-america/>

^{xi} *ibid*.



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Finance Committee
Committee Date: February 17, 2022
Resolution Title: Ordinance to Amend Budget for Smart Probation, Innovations in Supervision Initiative
County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted? No	Appropriation Amount: \$714,808
If not, explain funding source: DOJ, Bureau of Justice Assistance	
ORG/OBJ/Project Code: 61400/various/02702	Budget Impact: None

Background Information: Smart Probation, Innovations in Supervision Initiative awarded by the DOJ Bureau of Justice Assistance supports grant administrative supports grant administrative functions for Winnebago County, and expanding services hours and programmatic services at the Winnebago County Resource Intervention Center (RIC). This amendment serves to make corrective accounting adjustments to maintain available program funds in separate Munis accounts.

Recommendation: Grant compliance and Finance department guidance suggests this budget amendment should be made to maintain separation between grant awards.

Contract/Agreement: The funding award is available for review.

Legal Review: Not Applicable

Follow-Up: Update Munis Accounting records.

2022 Fiscal Year

Sponsored by:
Jaime Salgado, Finance Committee Chairman

Finance: February 3, 2022
Lay Over: February 17, 2022
Final Vote: March 3, 2022

2022-002

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

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2022 and recommends its adoption.

ORDINANCE

WHEREAS, Smart Probation, Innovations in Supervision Initiative awarded by the DOJ Bureau of Justice Assistance, supports grant administrative functions for Winnebago County, and expanding services hours and programmatic services at the Winnebago County Resource Intervention Center (RIC).

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2022 at its September 30, 2021 meeting; and,

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

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#2202-002, Smart Probation, Innovations in Supervision Initiative Grant Fund**.

Respectfully Submitted,
FINANCE COMMITTEE

(AGREE)

(DISAGREE)

JAIME SALGADO,
FINANCE CHAIRMAN

JAIME SALGADO,
FINANCE CHAIRMAN

JEAN CROSBY

JEAN CROSBY

JOE HOFFMAN

JOE HOFFMAN

PAUL ARENA

PAUL ARENA

STEVE SCHULTZ

STEVE SCHULTZ

KEITH McDONALD

KEITH McDONALD

JOHN BUTITTA

JOHN BUTITTA

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

ATTESTED BY:

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

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

2022
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED: 1/6/2022 AMENDMENT NO: 2022-002							
DEPARTMENT: 61400 - CJCC Grant Fund				SUBMITTED BY: Marlana Dokken			
FUND#: 0314				DEPT. BUDGET NO. 61400			
Department Org Number	Object (Account) Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures							
61400	41110-02702	Regular Salary	\$0	\$0	\$0	\$56,750	
61400	41130-02702	Overtime	\$0	\$0	\$0	\$27,550	
61400	41221-02702	Life Insurance	\$0	\$0	\$0	\$38	
61400	41231-02702	IMRF	\$0	\$0	\$0	\$6,020	
61400	41241-02702	FICA/Medicare	\$0	\$0	\$0	\$6,450	
61400	42115-02702	Non-Capital Office Equipment	\$0	\$0	\$0	\$1,490	
61400	42117-02702	Non-Capital Computer Equipment	\$0	\$0	\$0	\$5,815	
61400	43190-02702	Other Professional Services	\$0	\$0	\$0	\$92,126	
61400	43310-02702	Travel	\$0	\$0	\$0	\$5,381	
61400	48211-02702	Health Insurance	\$0	\$0	\$0	\$27,528	
61400	48220-02702	Indirect Cost Allocation	\$0	\$0	\$0	\$13,500	
Revenue							
61400	32110-02702	Federal Grant Award	\$0	\$0	\$0	(\$242,648)	
TOTAL ADJUSTMENT:						\$0	
Reason budget amendment is required:							
This amendment establishes a new grant award from the DOJ, Bureau of Justice Assistance. Smart Probation, Innovations in Supervision Initiative supports grant administrative functions for Winnebago County, and the expansion of service hours and programmatic services at the Winnebago County Resource Intervention Center (RIC).							
Potential alternatives to budget amendment:							
None							
Impact to fiscal year 2022 budget:							
\$0							
Revenue Source:		DOJ, Bureau of Justice Assistance					