



WINNEBAGO COUNTY

— ILLINOIS —

AGENDA

Winnebago County Courthouse
400 West State Street, Rockford, IL 61101
County Board Room, 8th Floor

Thursday, February 24, 2022
6:00 p.m.

1. **Call to Order** Chairman Joseph Chiarelli
2. **Invocation and Pledge of Allegiance** Board Member Angela Fellars
3. **Agenda Announcements** Chairman Joseph Chiarelli
4. **Roll Call** Clerk Lori Gummow
5. **Awards, Presentations, Public Hearings, and Public Participation**
 - A. Awards – None
 - B. Presentations – Animal Services 2021 Annual Report, Brett Frazier
State’s Attorney 2021 Annual Update, SA J. Hanley
 - C. Public Hearings – None
 - D. Public Participation – None
 - E. Proclamation – “Black History Month” in Winnebago County, Illinois presented to David Ruffin and Paulette Gilbert, Ethnic Heritage Museum
6. **Approval of Minutes** Chairman Joseph Chiarelli
 - A. Approval of January 13, 2022 minutes
 - B. Layover of February 10, 2022 minutes
7. **Consent Agenda**.....Chairman Joseph Chiarelli
 - A. Raffle Report
 - B. Auditor’s Report
8. **Appointments (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule).**
9. **Reports of Standing Committees** Chairman Joseph Chiarelli
 - A. Finance Committee Jaime Salgado, Committee Chairman
 1. Committee Report

2. Resolution to Exercise Option to Purchase (310 S. Church, 320 Chestnut and 324 Chestnut)
 3. Ordinance for the Approval of a Budget Amendment for the Winnebago County Coroner's Office to be Laid Over
 4. Ordinance for Approval of Budget Amendment for the Violent Crime Reduction in Illinois Communities Program to be Laid Over
 5. Ordinance to Amend Budget for Smart Probation, Innovations in Supervision Initiative to be Laid Over
- B. Zoning Committee **Jim Webster, Committee Chairman**
 Planning and/or Zoning Requests:
1. Committee Report
- C. Economic Development Committee..... **Jas Bilich, Committee Chairman**
1. Committee Report
 2. Resolution Establishing the American Rescue Plan (ARP) Funds for Economic Impact Program Policy
 3. Resolution Electing to Opt-In to the Illinois Electronics Recycling Program for Program Year 2023
 4. Resolution Re-Committing a Previously Approved Grant Providing \$30,000 from Winnebago County Host Fees to Rockford Park District Foundation for Improvements of the West Rock Wake Park Development
- D. Operations & Administrative Committee **Keith McDonald, Committee Chairman**
1. Committee Report
- E. Public Works Committee **Dave Tassoni, Committee Chairman**
1. Committee Report
 2. (22-001) Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale
 Cost: \$ N/A C.B. District: County Wide
 3. (22-002) Award of Bid for the 2022 County General Letting
 Cost: \$1,457,885 C.B. District: County Wide
 4. (22-003) Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways
 Cost: \$ 5,754,000 C.B. District: County Wide
 5. (22-004) Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Chastain & Associates, LLC for Riverside Boulevard (CH 55) between Material Avenue and Sage Drive and For Appropriating Motor Fuel Tax Funds (Section 21-00624-00-RS)
 Cost: \$520,000 C.B. District: 17 & 20
 6. (22-005) Resolution Authorizing a Master Service Agreement with Frost Control Systems, Inc. for Four Pavement Temperature Sensors and Cameras
 Cost: \$9,900/yr. for 2 Years C.B. District: County Wide
- F. Public Safety and Judiciary Committee..... **Burt Gerl, Committee Chairman**
1. Committee Report

2. Resolution Accepting Award and Authorizing Services Agreements for Smart Probation: Innovations in Supervision
3. Resolution Accepting Award and Authorizing Service Agreement for the Violent Crime Reduction in Illinois Communities (VCRIC) Program
4. Resolution Awarding an Agreement with Benchmark Analytics

10. Unfinished BusinessChairman Joseph Chiarelli

Appointments

- A. Howard Union Cemetery, Read in January 13, 2022, Compensation: None
 1. Mike Alberstett (Reappointment), Davis, Illinois, June 2021 – June 2027

Finance Committee

- A. An Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property Tax Code, 35 ILCS 200/15-178 Laid Over from February 10, 2022 Meeting

**11. New Business.....Chairman Joseph Chiarelli
(Per County Board rules, passage will require a suspension of Board rules).**

12. Announcements & Communications Clerk Lori Gummow

- A. Correspondence (see packet)

13. Closed Session to Discuss Labor Negotiations

14. AdjournmentChairman Joseph Chiarelli

Next Meeting: Thursday, March 10, 2022

**Awards,
Presentations,
Public Hearings,
Public Participation &
Proclamations**

animal services



WINNEBAGO COUNTY • ILLINOIS



annual report
2021

letter from the administrator

THANK YOU FOR YOUR INTEREST IN WINNEBAGO COUNTY ANIMAL SERVICES AND FOR PICKING UP OUR 2021 ANNUAL REPORT!

We are a busy department and tasked with a number of responsibilities stemming from state statute and local ordinance. We operate 365 days a year managing rabies vaccination and registration compliance for dogs and cats, investigating animal welfare and animal cruelty, maintaining public safety involving animals, and holding stray pets in an effort to control pet population and to keep pets and people safe. We also help thousands of pets go home each year by facilitating reunions and new adoptions.

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Our goal at Animal Services is to keep the people and pets of Winnebago County safe and healthy. Pets play a significant role in our lives and we're proud of the services we provide to support those relationships in our community"

BRETT J. FRAZIER
Administrator

We're extremely proud of the impact our department makes. Last year, 4,676 animals came through our doors. We provided extra TLC for 550 pets through our foster program. We helped 804 pets find their way back home while another 2,599 found new homes through adoption - significantly higher numbers than in 2019 and 2020.

Speaking of adoptions, 514 more cats found homes than in 2020 - a 140% increase - thanks in part to the success of the PetSmart partnership. PetSmart stores alone saw 636 cats and kittens adopted - that's 35% of our total cat adoptions for the year.

Euthanasia continued to be reserved for cases in which it was the humane option (severe injury or illness) or cases where public safety was a concern. In 2021, euthanasia continued to decline thanks to our talented veterinary and animal care team. In fact, we celebrated 84% live outcomes of all animals (all species) who came to our facility as live sheltered animals.

As much fun as it is to talk about the adoptions, much of our effort is more "behind the scenes." Our role to ensure the welfare of animals and the safety of people in the county happens both in our facility and out in the community. Last year, our welfare and investigation officers worked on 6,929 cases covering 520 square miles of territory. Our team investigated 1,006 animal welfare cases, 820 bites to humans, and 2,367 cases of stray animals. Our veterinary team helped manage animal populations by performing 2,482 spay/neuter procedures in 2021. Of course, our kennel team cared for every animal in our building, monitoring health and wellness, feeding, cleaning and socializing with pets.

This annual report shares the numbers but the real impact is seen in the eyes and faces of the people and pets we're proud to serve. We look forward to continuing to provide excellent care to animals in need and professional service to the residents of Winnebago County.

department leadership

Administrator:
Brett J. Frazier

Director:
Jennifer Stacy

**Shelter Operations
Coordinator:**
DeShawn Christiansen

DVM:
Dr. Bridget Holck

**Patrol Operations
Manager:**
Roger Tresemer

**Kennel Operations
Manager:**
Justin Unger

Investigator:
Teresa Lagerstam

**Adoptions & Volunteer
Program Coordinator:**
Amber Pinnon

2,599
adoptions



550
animals fostered



6,929
field service calls



4,676
animals served



804
pets returned home

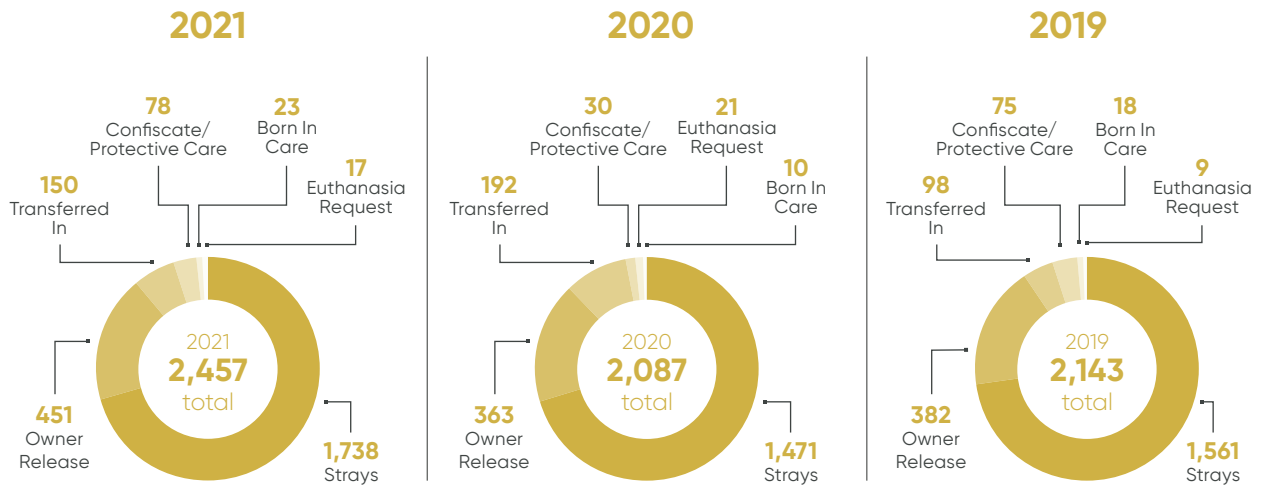


intake

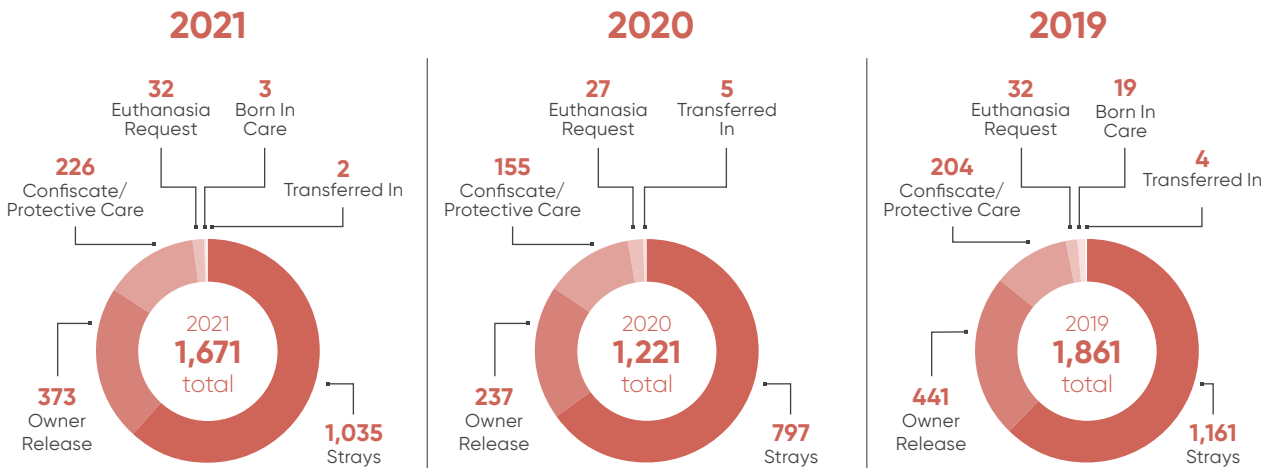
Each year, thousands of animals come through our doors in need of food, water, shelter and a little help getting back home. Our goal is to provide excellent care to animals in need and our staff works each day to meet the needs of the animals who are brought to our department. In 2021 we took in 4,676 animals, primarily lost and homeless pets. This included 2,457 cats and 1,671 dogs, but we also helped rabbits, guinea pigs, ferrets and more.



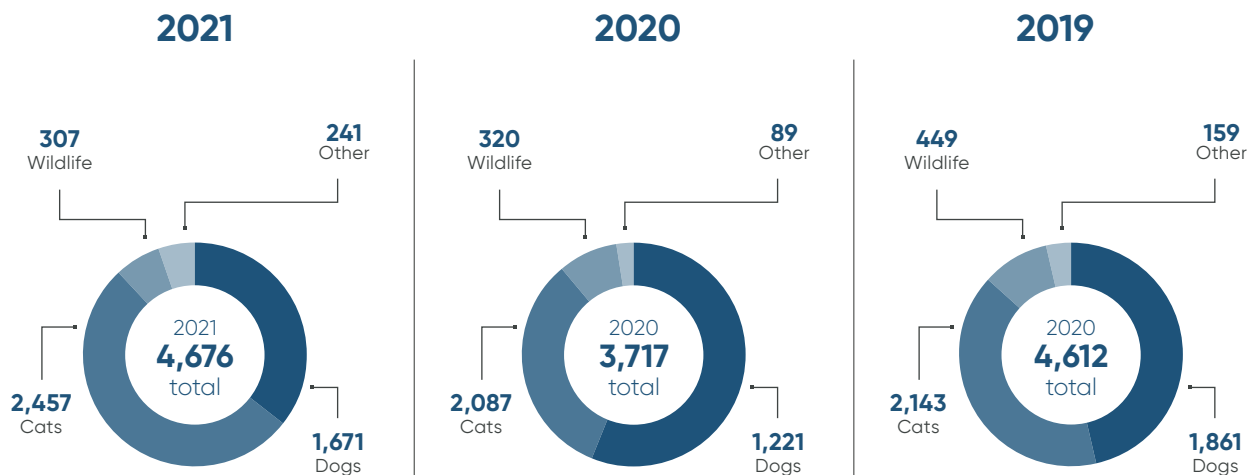
cats



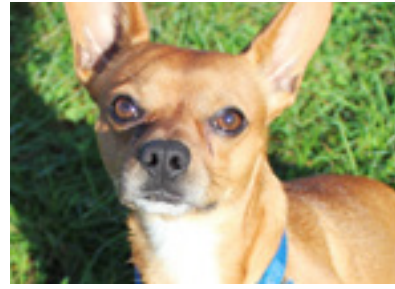
dogs



total
animal
intake



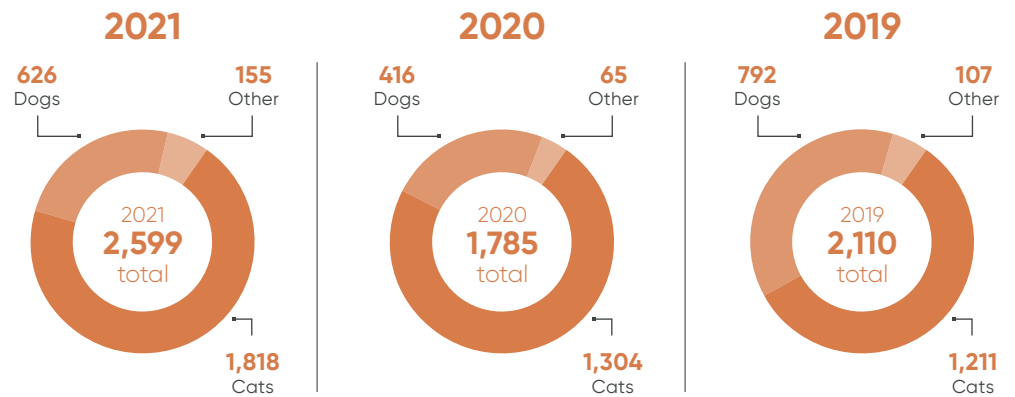
outcomes



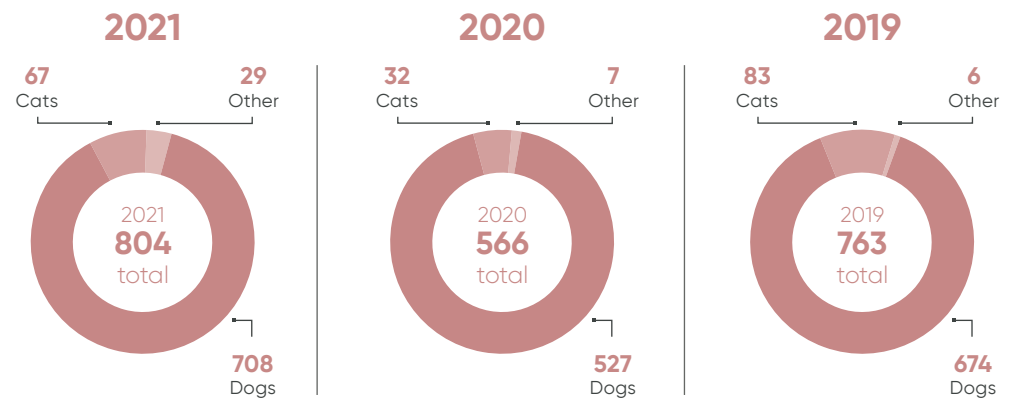
Creating positive outcomes for animals is a top priority for us here at Winnebago County Animal Services. With lost pets, our first hope is to reunite them with their families and in 2021 we helped 804 pets find their way back home. The majority of those we are unable to reunite are offered for adoption in the hope that they will find a new place to call home and a new family to love and care for them. Between return to owner, adoption and other live outcomes, more than 84% of all outcomes were live outcomes again in 2021. We saw 1,818 cats and kittens adopted in 2021, up by 514 over the previous year. Dog adoptions were also up in 2021 with 626, an increase of 210 over the previous year. 708 dogs were also returned to their families, a number that was more than 181 greater than in 2020.

Winnebago County Animal Services focuses on serving people and saving pets. For the past three years we have worked closely with industry leaders to implement best practices in order to create positive outcomes for people and animals whenever possible. Despite our success, every year we evaluate how we can do better and we make adjustments serve the community better.

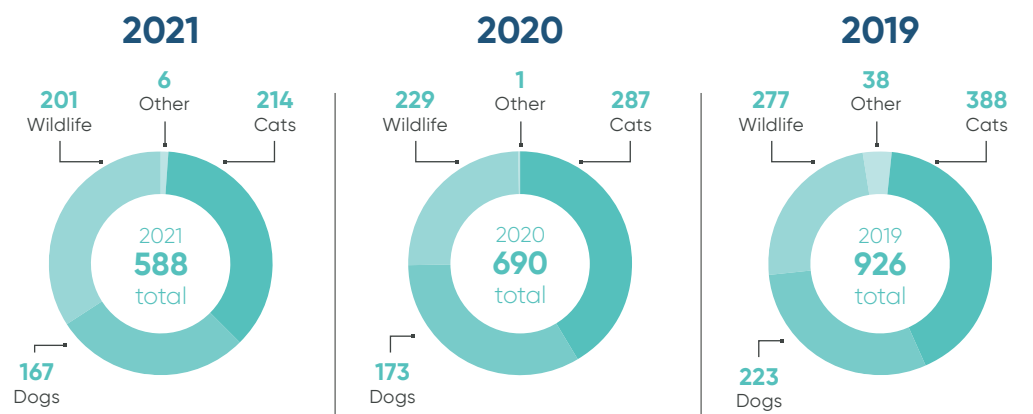
adoptions - year comparison



return to owner - year comparison



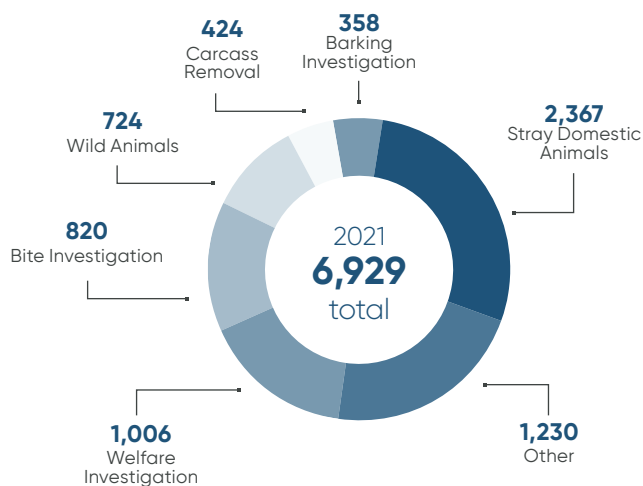
euthanasia - year comparison



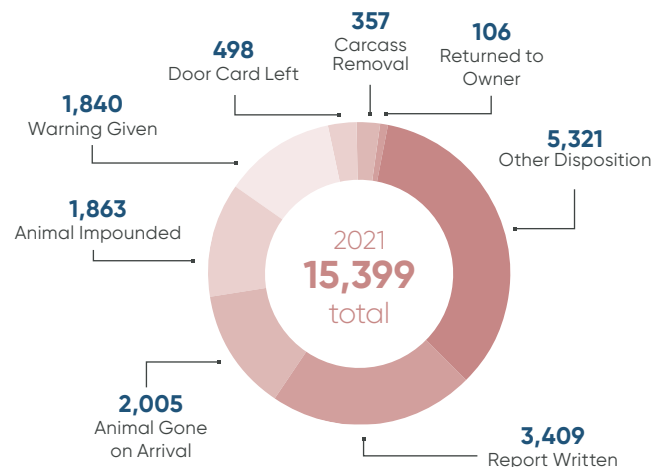
animal welfare and investigations

Winnebago County Animal Services plays a vital role in the county when it comes to the welfare of animals. Our animal welfare and investigations team includes seven animal services officers and one investigator and in 2021 worked on 6,929 cases in every jurisdiction within Winnebago County. This group works 365 days each year, covers 520 square miles, enforces state law and local ordinance, and serves the 285,000+ residents of Winnebago County. In 2021 staff investigated 820 animal bites to a human, conducted 1,006 welfare investigations, 2,367 stray animal calls and more as you can see in the graphic below. Our team's priority is to support responsible pet ownership, ensure compliance with rabies vaccination and pet registration, and to assist people and animals in need of help.

2021 activity call types



2021 field service outcomes



field service stats



285k

people helped



6,929

activity calls



11

municipalities serviced



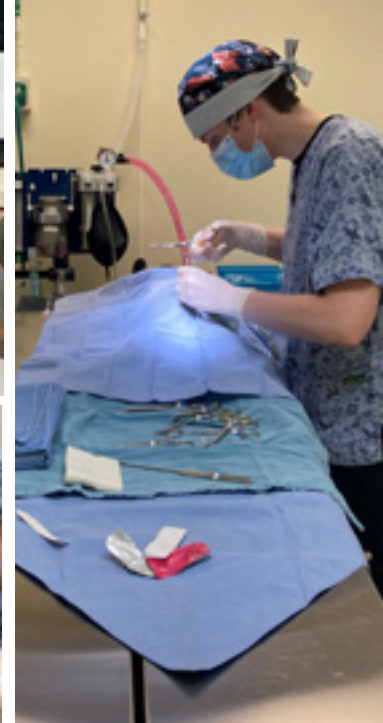
520

square miles serviced

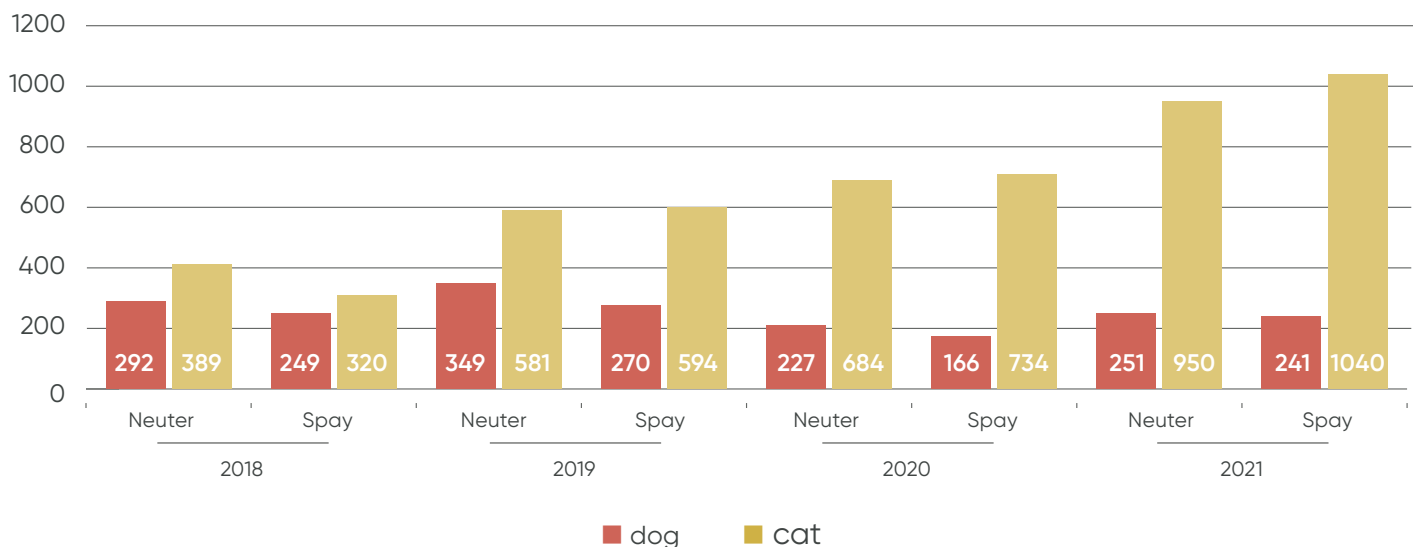
veterinary

operations

At Winnebago County Animal Services we are dedicated to providing animals with high quality care while they are with us. Every cat and dog is given vaccinations, dewormers and flea preventative and other treatments and exams upon intake into the facility. These measures protect our population from common infectious disease and allow us to offer healthier, happier pets for adoption in our community. The medical and surgery team is made up of two veterinarians and two certified veterinary technicians. All animals who are adopted from the department are spayed or neutered prior, brought up to date on vaccinations and treatments, and are microchipped prior to adoption. Sometimes animals come to us in need of more care than the standard treatments. We regularly perform amputations, enucleation, mass removals, cystotomy, wound repair and hernia repair and more. In 2021 the team performed 2,482 spay and neuter surgeries and 61 other special surgical procedures.

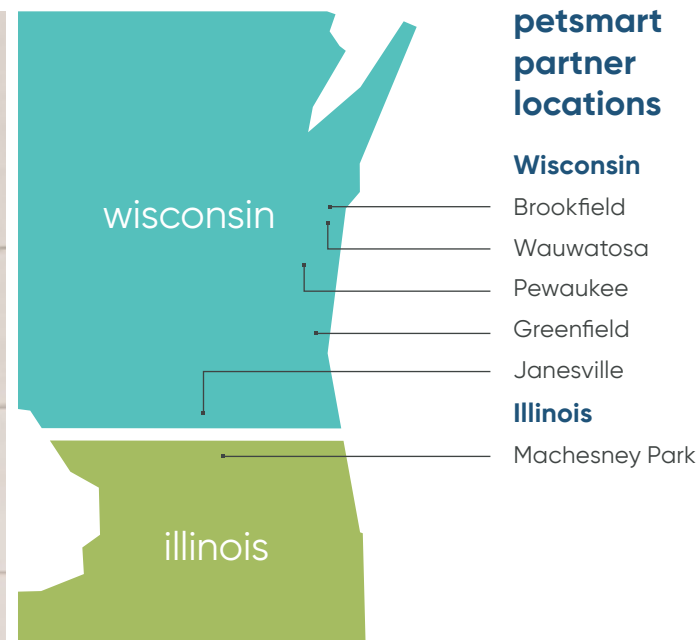


spay/neuter surgeries - year comparison

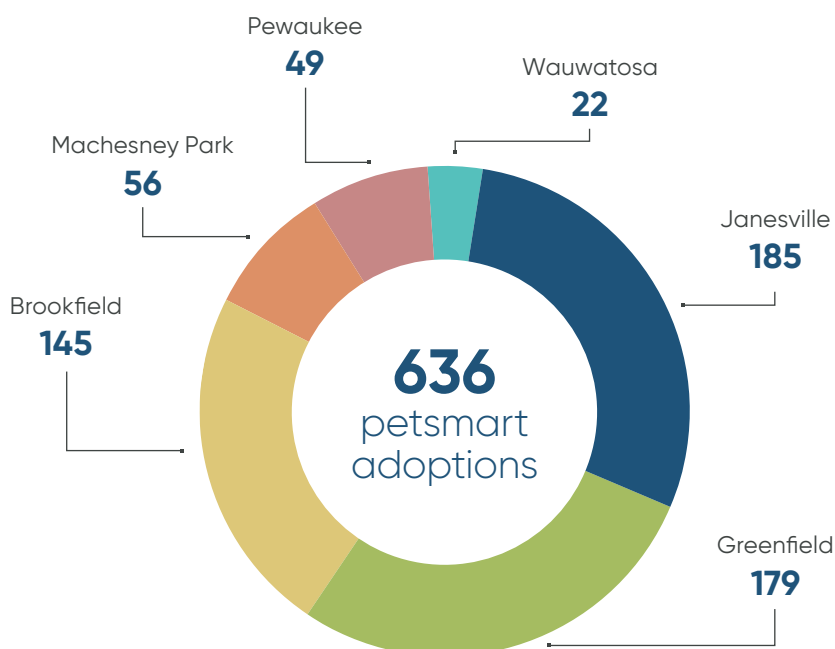


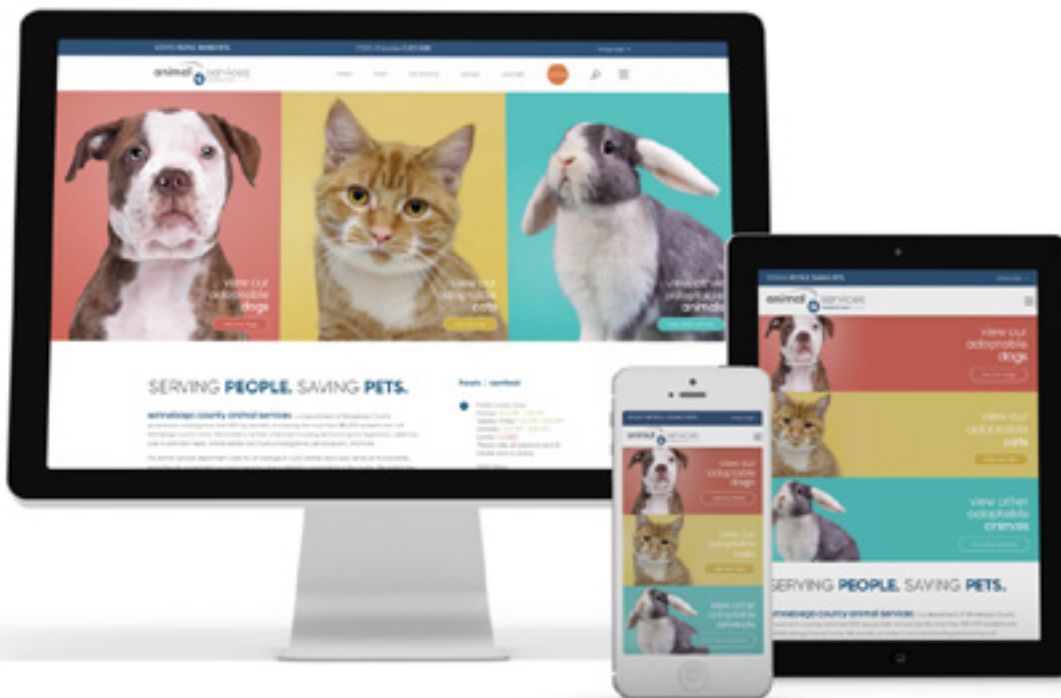


Animal Services is proud of our partnership with PetSmart and PetSmart Charities. We place cats and kittens for adoption in six PetSmart locations in northern Illinois and southern Wisconsin through the PetSmart Charities In-Store Adoption Program. Cats who are showcased at PetSmart Adoption Centers accounted for 636 feline adoptions in 2021 or 35% of all feline adoptions. Cats and kittens placed for adoption at PetSmart locations are visible to potential adopters who might not have visited the shelter to look for a cat which means more people seeing and adopting cats and kittens.



In 2021, as we all continued to adapt and respond to the challenges of the pandemic, PetSmart and Animal Services also adapted to keep cats and kittens in stores and going home through adoption. Our amazing volunteers did transports nearly weekly to each location and the results are amazing as you can see here by the breakdown of adoptions by location. Late in 2021 we added Wauwatosa, WI when that brand new store opened. All other locations housed and adopted cats and kittens for the full year. We appreciate everyone who makes the PetSmart cat adoption program work!





resources

(at your fingertips)

We want to see happy, healthy pet relationships in our community, and we're proud to offer a wealth of information and resources on our newly redesigned website. Here's just some of what is available online at www.WinnebagoAnimals.org.

adoptable pets

Find information about the adoption process and fees. Look for the newest member of your family by browsing pets available for adoption and starting the process online! We encourage you to move quickly though – most animals find homes quickly under our care.

lost & found pets

Help us reunite you (or someone else) with their lost pet. Our Lost & Found page allows you to submit your lost pet information or share information about a pet you've found. There are also helpful tips to locate your pet or reconnect a found pet to its home.

welfare and investigations

If you have a concern about animal welfare, animal bites or safety, our officers are available seven days a week. **Submit a concern online or call 815-319-4100.**

pet registrations and rabies vaccinations

Registering your pet is the law and helps ensure that our pets (and community) stay safe. Our website offers information on pet registration fees as well as vaccination requirements.

resources

We offer a wealth of information to support responsible pet ownership. Browse our free library with articles and insight on topics like:

- Adoption
- Fostering
- Pet Ownership
- All About Cats
- All About Dogs
- All About Small Animals
- All About Wildlife

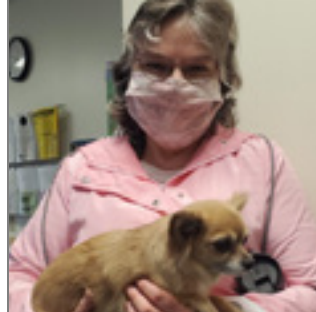
and more!

Our website is also a fantastic resource if you're interested in fostering animals, volunteering at our facility, or donating to support our mission. If you don't find what you need, a member of our team is always willing to help! **Just call 815-319-4100 or email wcas@wincoil.us.**

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We love Malcom so much already, he is fitting in perfectly!"

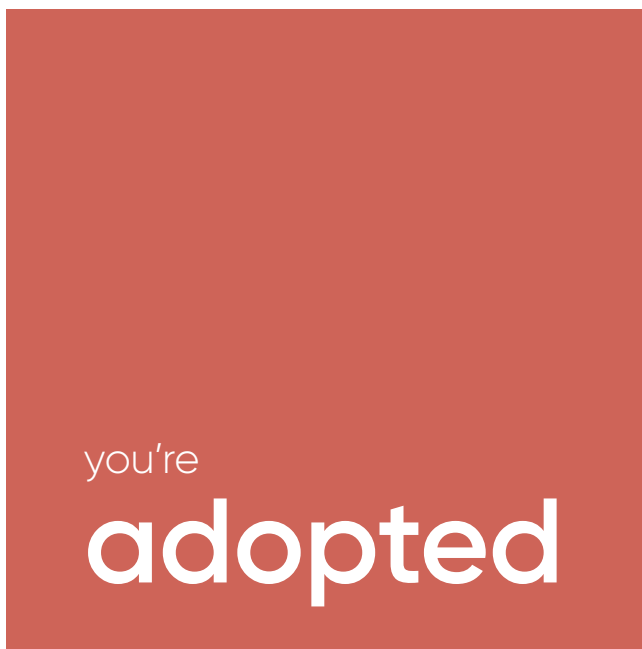
CASSIE P.



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So many amazing animals waiting for the right family. The staff works tirelessly to care for them and assist with finding the right pet for the right home."

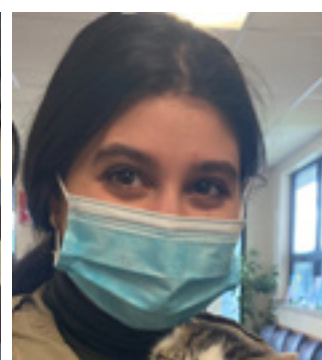
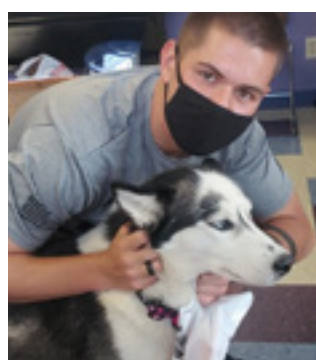
JENN F.



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I just wanted to thank you guys for doing what you do. Loving and preparing these amazing animals for their new homes."

JULIA K.

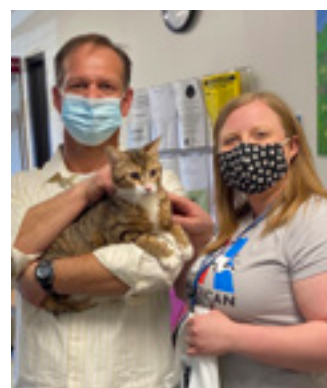
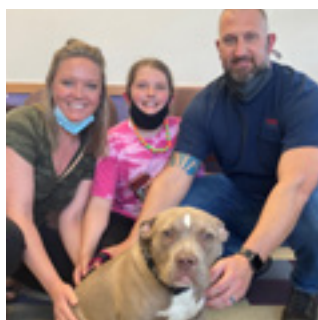
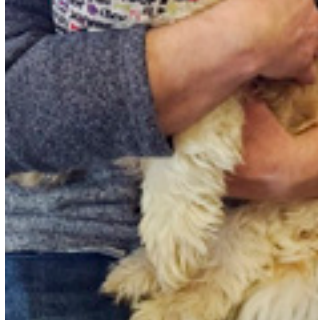
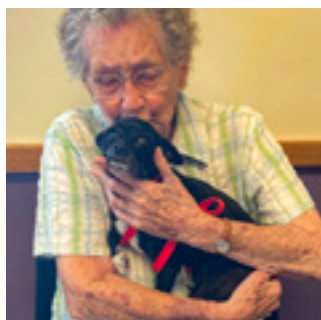
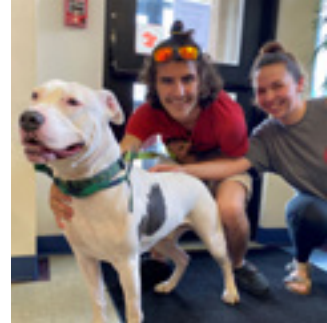




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We wanted to update you on Prince! He is super spoiled and we love him so much! Thank you for bringing him into our lives!"

NICHOLE K.



//

My dog is the greatest dog ever! Super friendly and playful. Had an awesome experience!"

GIL G.



//

We want to thank you for all you do for all the fur babies in the community, if it wasn't for you we wouldn't have had 14 years with our baby. Thank you!"

CASSANDRA W.

//

Easy process to adopt a pet!"

DOUG T.





4517 N Main St, Rockford, IL 61103

(815) 319-4100

www.WinnebagoAnimals.org



Proclamation

In Recognition of

Black History Month in Winnebago County, Illinois

WHEREAS, Each February, Black History Month serves as both a celebration and a powerful reminder that Black history is American history; and

WHEREAS, our great nation was founded on the idea that all peoples are created equal and deserve to be treated with equal dignity throughout our lives; and

WHEREAS, it is essential that we take time to celebrate the immeasurable contributions of Black Americans, honor the legacies and achievements of generations past, reckon with centuries of injustice, and confront those injustices that still fester today; and

WHEREAS, Black History Month means reflecting on the past in order to change the future; and

WHEREAS, it is a time to educate our youth, inspire our community and bring everyone together.

NOW, THEREFORE BE IT RESOLVED, I, Joseph V. Chiarelli, Chairman of the Winnebago County Board, do hereby proclaim the month of February 2022, as:

“Black History Month”

in Winnebago County and encourage all residents to recognize the contributions and courageousness of Black Americans in our own community and across our great country.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the County of Winnebago, Illinois to be affixed this 24th day of February, 2022.





Joseph V. Chiarelli, Chairman
Winnebago County Board

Approval of Minutes

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
JANUARY 13, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, January 13, 2022 at 6:01 p.m.
2. County Board Member Butitta gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 16 Present. 4 Absent. (Board Members Arena, Bilich, Booker, Butitta, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Salgado, Schultz, Webster, and Wescott were present.) (Board Members Crosby, Nabors, Redd, and Tassoni were absent.)

Chairman Chiarelli entertained a motion to allow remote access. Board Member Arena made a motion to allow remote access for Board Members Crosby and Redd, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Members Crosby, Nabors, Redd, and Tassoni were absent.)

Board Members Crosby and Redd joined at 6:04 p.m.

AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS

5. Awards - None
- Presentations - None
- Public Hearings - None
- Public Participation- None

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to layover the Minutes. Board Member McCarthy made a motion to layover the County Board Minutes of December 9, 2021 and December 21, 2021, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Tassoni were absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for January 13, 2022. Board Member Hoffman made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Lindmark. Motion was

approved by a unanimous vote of all members present. (Board Members Nabors and Tassoni were absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

A. Howard Union Cemetery, Compensation: None

1. Mike Alberstett (Reappointment), Davis, Illinois, June 2021 to June 2027

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution Authorizing Settlement of Litigation (Radiance Parker et al V. Bradley Kaiser et al), seconded by Board Member Hoffman. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Nabors and Tassoni were absent.)

ZONING COMMITTEE

10. No Report.

ECONOMIC DEVELOPMENT

11. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

12. Board Member McDonald made a motion to approve a Resolution Establishing Precinct Boundaries for the County of Winnebago, Illinois, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Tassoni were absent.)
13. Board Member McDonald made a motion to approve a Resolution Establishing an Ad Hoc Committee to Conduct a Performance Review of Winnebago County Administrator, seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Tassoni were absent.)

PUBLIC WORKS

14. Board Member Kelley announced the meeting scheduled for January 18th has been cancelled.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

15. No Report.

UNFINISHED BUSINESS

16. Finance Committee

- A. Board Member Salgado made a motion to approve an Ordinance Establishing Civil Fees, Criminal and Traffic Assessments to be Charged by the Circuit Clerk Laid Over from December 21, 2021 Meeting, seconded by Board Member Gerl. Motion was approved by a roll call vote of 16 yes. (Board Members Crosby, Nabors, Redd, and Tassoni were absent.)

Appointments

Board Member Gerl made a motion to approve Agenda item A. (as listed below), seconded by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Nabors and Tassoni were absent.)

A. Winnebago County Community Mental Health Board, Read in December 9, 2021, Compensation: None

1. Wendy Larson Bennett (New Appointment to fill the remainder of the 4-year term of Dr. Julie Morris), Winnebago County, Illinois, Term expires February 2024
2. Jeanette Towns (Advisor), Winnebago County, Illinois

Board Member Gerl made a motion to approve Agenda item B. (as listed below), seconded by Board Member Wescott. Motion was approved by a unanimous vote of all members present. (Board Members Nabors and Tassoni were absent.) (Board Member Wescott abstained from item B.2. (as listed below.)

B. NI ReACH (formerly Winnebago County Housing Authority), Read in December 9, 2021, Compensation: None

1. Dina Getty (Reappointment), Loves Park, Illinois, September 2021 to September 2026
2. Fred Wescott (Reappointment), Rockford, Illinois, September 2019 to September 2024
3. Elsie Brown (New Appointment to fill the remainder of the 5-year term of Tasha Reddic), Rockford, Illinois, Term expires September 2024

NEW BUSINESS

17. (Per County Board rules, passage will require a suspension of Board rules).

ANNOUNCEMENTS & COMMUNICATION

18. Chief Deputy Recorder Hinerichsen submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:
- A. Chief Deputy Recorder Hinerichsen submitted from the United States Nuclear Regulatory Commission the following:
 - a. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. FitzPatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Lindmark Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station, Units 1 and 2; and R.E. Ginna Nuclear Power Plant.
 - b. Byron Station, Units 1 and 2 – NRC Initial License Examination Report 05000454/2021301; 05000455/2021301
 - c. Federal Register /Vol. 86, No. 246 / Tuesday, December 28, 2021 / Notices
 - d. Federal Register / Vol. 87, No. 2 / Tuesday, January 4, 2022 / Notices
 - B. Chief Deputy Recorder Hinerichsen submitted from the Illinois Department of Transportation a Notification to Maintain.
 - C. Chief Deputy Recorder Hinerichsen submitted from the State of Illinois Department of Natural Resources Office of Mines and Minerals Explosives and Aggregate Division an Application for Aggregate Surface Mining Permit for the Baxter Road Quarry located at 3686 Baxter Road, Rockford, Illinois 61109.
 - D. Chief Deputy Recorder Hinerichsen submitted from Mediacom a letter regarding a Rate Adjustment on or about January 1, 2022.
 - E. Chief Deputy Recorder Hinerichsen submitted from Charter Communications a letter regarding the Quarterly Franchise Fee Payment.
 - F. Chief Deputy Recorder Hinerichsen submitted from the Illinois Department of Corrections Office of Jail and Detention Standards a County Jail Inspection Checklist.

Chairman Chiarelli recognizes the passing of Delbert Peterson.

Board Member Wescott gave his condolences to Delbert Peterson.

ADJOURNMENT

19. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by McCarthy. Motion was approved by a voice vote. (Board Members Nabors and Tassoni were absent) The meeting was adjourned at 6: 16 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jill Hinerichsen". The signature is fluid and cursive, with the first name "Jill" and last name "Hinerichsen" clearly distinguishable.

Jill Hinerichsen
Chief Deputy Recorder
ar

**REGULAR ADJOURNED MEETING
WINNEBAGO COUNTY BOARD
FEBRUARY 10, 2022**

1. Chairman Chiarelli Called to Order the Regular Adjourned Meeting of the Winnebago County Board for Thursday, February 10, 2022 at 6:15 p.m.
2. County Board Member Crosby gave the invocation and led the Pledge of Allegiance.
3. Agenda Announcements: None
4. Roll Call: 18 Present. 1 Absent. (Board Members Arena, Booker, Crosby, Fellars, Gerl, Goral, Hoffman, Kelley, Lindmark, McCarthy, McDonald, Nabors, Redd, Salgado, Schultz, Tassoni, Webster, and Wescott were present.) (Board Member Butitta was absent.)

County Clerk Gummow announced for the record that Jas Bilich representing District 20 has resigned from the Board and therefore was not called as part of Roll Call.

AWARDS, PRESENTATIONS, PUBLIC HEARINGS, PUBLIC PARTICIPATION, and PROCLAMATIONS

5. Awards - None
- Presentations - Chairman Chiarelli, County Sheriff Caruana, and Board Member Booker gave a special recognition of WCSO Deputy Chief Mark Karner.
- Public Hearings - None
- Public Participation- Reverend Earl Dotson Sr. spoke of West side development.

APPROVAL OF MINUTES

6. Chairman Chiarelli entertained a motion to approve the Minutes. Board Member McCarthy made a motion to approve County Board Minutes of December 9, 2021 and 21, 2021 and layover County Board Minutes of January 13, 2022, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

CONSENT AGENDA

7. Chairman Chiarelli entertained a motion to approve the Consent Agenda for February 10, 2022. Board Member Wescott made a motion to approve the Consent Agenda which includes the Raffle Report and Auditor's Report, seconded by Board Member Hoffman. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

APPOINTMENTS

8. **Appointments (Per County Board rules, Board Chairman Appointments require a 30 day layover unless there is a suspension of the rule).**

Board Member Arena made a motion to suspend the rules on the appointment of Dan Magers (as listed below), seconded by Board Member Fellars. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Nabors made a motion to approve the appointment, seconded by Board Member Fellars. Discussion by Board Member Arena. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Discussion by Chief Information Officer Magers.

A. Chief Information Office – Dan Magers

REPORTS FROM STANDING COMMITTEES

FINANCE COMMITTEE

9. Board Member Salgado made a motion to approve a Resolution for Cyber Security and Private Cloud Backup, seconded by Board Member Nabors. Discussion by Board Member Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
10. Board Member Salgado read in for the first reading of a Budget Amendment for Vehicle for ETSB to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Wescott. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Salgado made a motion to approve the Budget Amendment, seconded by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
11. Board Member Salgado read in for the first reading of a Budget Amendment for ERAP II to be Laid Over. Board Member Salgado made a motion to suspend the rules, seconded by Board Member Crosby. Discussion by Board Member Salgado. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Salgado made a motion to approve the Budget Amendment, seconded by Arena. Discussion by Board Member Webster and Salgado. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
12. Board Member Salgado made a motion to approve a Resolution Setting the Salaries of the County Treasurer, Clerk and Sheriff, seconded by Board Member Crosby. Board Member Schultz announced he will abstain from the vote. Discussion by Board Member Salgado and Arena. Motion was approved by a voice vote. (Board Member Schultz abstained.) (Board Member Butitta was absent.)
13. Board Member Salgado read in for the first reading of an Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property Tax Code, ILCS 200/15-178 to be Laid Over.

14. Board Member Salgado read in for the first reading of Agenda Items 7. thru 21. (as listed below). Board Member Salgado made a motion to suspend the rules on Agenda Items 7. thru 21., seconded by Board Member Hoffman. Motion to suspend was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member Salgado made a motion to approve Agenda Items 7. thru 21, seconded by Board Member Wescott. Discussion by Board Member Salgado. Motion was approved by a roll call vote of 18 yes votes. (Board Member Butitta was absent.)
 7. An Ordinance Abating Special Tax Roll for 2021 Levy Year for Properties within the Special Service Area for the I-39/Baxter Road County Water District Project to be Laid Over.
 8. An Ordinance Abating the 2012C State Income Tax Alternate Bond Property Tax Levy for the Year 2021 to be Laid Over.
 9. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternate Bond (2012D Series) Property Tax Levy for the Year 2021 to be Laid Over.
 10. An Ordinance to Abate the 2013A Public Safety Sales Tax Alternate Bond Property Tax Levy for the Year 2021 to be Laid Over.
 11. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternative Bond 2013B Property Tax Levy for the Year 2021 to be Laid Over.
 12. An Ordinance to Abate the 2016A Public Safety Sales Tax Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 13. An Ordinance to Abate the 2016D Public Safety Sales Tax Levy for the Year 2021 to be Laid Over.
 14. An Ordinance to Abate the 2016E Public Safety Tax Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 15. An Ordinance to Abate the Federal Aid Matching Tax and Motor Fuel Tax Alternative Bond 2017B Property Tax Levy for the Year 2021 to be Laid Over.
 16. An Ordinance to Abate the 2017C Tort Property Tax and Quarter Cent Sales Tax Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 17. An Ordinance Abating the Tax Hereto Levied for the Year 2021 to Pay the Principle of and Interest on Taxable General Obligation Bonds Series 2018 of Winnebago County
 18. An Ordinance to Abate the 2020A Alternative Bond Property Tax Levy for the Year 2021 to be Laid Over.
 19. An Ordinance to Abate the 2020B Alternative Revenue Bond Property Tax Levy for the Year 2021 to be Laid Over.
 20. An Ordinance to Abate the 2021A Alternative Revenue Bond Property Tax Levy for the Year 2021 to be Laid Over.

21. An Ordinance to Abate the 2021B Alternative Revenue Bond Property Tax Levy for the Year 2021 to be Laid Over.

ZONING COMMITTEE

15. No Report.

ECONOMIC DEVELOPMENT

16. No Report.

OPERATIONS & ADMINISTRATIVE COMMITTEE

17. Board Member McDonald read in a Resolution Appointing John Butitta to the Board of Trustees of the Northern Illinois Land Bank Authority (Per County Board rules, Board Chairman appointments require a 30 day layover unless there is a suspension of the rule.) Board Member McDonald made a motion to suspend the rules, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.) Board Member McDonald moved to approve the Resolution, seconded by Board Member Crosby. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
18. Board Member McDonald made a motion to approve a Resolution Declaring Vacancy in Winnebago County Board District 20, seconded by Board Member Redd. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)
19. Board member McDonald made a motion to send the Resolution Submitting to the Electors by Referendum the Advisory Question of Increasing the Tax Levied by the County of Winnebago, Illinois for the Specific Purpose of Maintaining River Bluff Nursing Home back to committee, seconded by Board Member Fellars. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

PUBLIC WORKS

20. No Report.

PUBLIC SAFETY AND JUDICIARY COMMITTEE

21. Board Member Gerl made a motion to approve a Resolution Regarding Mercyhealth – Javon Bea Hospital – Rockton, seconded by Board Member Hoffman. Board Member Gerl made a motion and read in an amendment to the Resolution that pertains to the first paragraph the “Whereas” section to read – Mercyhealth –Javon Bae Hospital – Rockton is located at 2400 North Rockton Avenue, Rockford, Illinois, in Winnebago County Board District 13 and it is the only hospital on the west side of Winnebago County and Surrounding Counties to service residents (the word town was removed), seconded by Crosby. Motion to amend was approved by

a unanimous vote of all members present. (Board member Butitta was absent.) Board Member Gerl moved to approve the amended Resolution, seconded by Board Member McCarthy. Discussion by Board Member Gerl. Motion was approved by a unanimous vote of all members present. (Board Member Butitta was absent.)

UNFINISHED BUSINESS

22. None.

NEW BUSINESS

23. **(Per County Board rules, passage will require a suspension of Board rules).**

Board Member Webster spoke of a convicted felon possessing illegal firearms and the Feds stepped up.

ANNOUNCEMENTS & COMMUNICATION

24. County Clerk Gummow submitted the Items Listed Below as Correspondence which were "Placed on File" by Chairman Chiarelli:

A. County Clerk Gummow submitted from the United States Nuclear Regulatory Commission the following:

- a. Byron Station – Biennial Problem Identification and Resolution Inspection Report 05000454/2021012 and 05000455/2021012.
- b. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 2 and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Unit 2; Peach Bottom Atomic Power Station, Units 2 and 3; Quad Cities Nuclear Power Station – Issuance of Amendments to Revise Reactor Coolant Leakage Requirements (EPID L-2021-LLA-0121)
- c. Federal Register / Vol. 87, No. 16 / Tuesday, January 25, 2022 / Notices
- d. Braidwood Station, Units 1 and 2; Byron Station, Unit Nos. 1 and 2; Calvert Cliffs Nuclear Power Plant, Units 1 and 2; Clinton Power Station, Unit No. 1; Dresden Nuclear Power Station, Units 1,2, and 3; James A. Fitzpatrick Nuclear Power Plant; LaSalle County Station, Units 1 and 2; Limerick Generating Station, Units 1 and 2; Nine Mile Point Nuclear Station, Units 1 and 2; Peach Bottom Atomic Power Station Units 1,2, and 3; Quad Cities Nuclear Power Station, Units 1 and 2; R.E. Ginna Nuclear Power Plant; Salem Nuclear Generating Station, Unit Nos. 1 and 2; Three Mile Island Nuclear Station, Unit 1; and the Associated Independent Spent Fuel Storage Installations – Issuance of Amendments Related to Order Approving Transfer of Licenses (EPID L-2022-LLM-0000)

- B. County Clerk Gummow submitted from ComEd a letter regarding their intent to perform vegetation management activities on distribution circuits in our area within the next few months.
- C. County Clerk Gummow submitted from Charter Communications a letter regarding Spectrum Mid-America, LLC making its customers aware of changes to its channel lineup for the following:
 - a. Harlem Township
 - b. Rockton Township
 - c. Roscoe Township
- D. County Clerk Gummow submitted from Sue Goral, Winnebago County Treasurer the Monthly Report as of December, 2021 Bank Balances.

Chairman Chiarelli announced at the next Board Meeting he will declare February Black History Month.

ADJOURNMENT

25. Chairman Chiarelli entertained a motion to adjourn. County Board Member Webster moved to adjourn the meeting, seconded by McCarthy. Motion was approved by a voice vote. (Board Member Butitta was absent) The meeting was adjourned at 6: 51 p.m.

Respectfully submitted,



Lori Gummow
County Clerk
ar

CONSENT AGENDA

RAFFLE APPLICATION REPORT

Presently the County Clerk's office has Raffle Applications submitted by
7 different organizations for 18 Raffles.

All applying organizations have complied with the requirements of the Winnebago
County Raffle Ordinance. All fees have been collected, bonds received and all
individuals involved with the raffles have received the necessary Sheriff's
Department clearance.

The Following Have Requested A Class A, General License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30650	1	AKTION CLUB OF ALPINE ROCKFORD	03/12/2022-03/12/2022	\$ 400.00
30651	1	ROCKFORD ICEHOGS	02/26/2022-02/26/2022	\$ 9,999.00
30652	1	ROCKFORD ICEHOGS	02/27/2022-02/27/2022	\$ 9,999.00
30653	1	ROCKFORD ICEHOGS	03/19/2022-03/19/2022	\$ 9,999.00
30654	1	ROCKFORD ICEHOGS	03/20/2022-03/20/2022	\$ 9,999.00
30655	1	ROCKFORD ICEHOGS	03/26/2022-03/26/2022	\$ 9,999.00
30656	1	ROCKFORD ICEHOGS	04/09/2022-04/09/2022	\$ 9,999.00
30657	1	ROCKFORD ICEHOGS	04/10/2022-04/10/2022	\$ 9,999.00
30658	1	ROCKFORD ICEHOGS	04/23/2022-04/23/2022	\$ 9,999.00
30659	1	ROCKFORD ICEHOGS	04/24/2022-04/24/2022	\$ 9,999.00
30660	1	ROCKFORD ICEHOGS	04/30/2022-04/30/2022	\$ 9,999.00
30661	1	ROCKFORD COSMOPOLITAN CLUB CHARITIES, INC.	03/01/2022-04/05/2022	\$ 9,500.00
30662	1	TEBALA SHRINERS	03/01/2022-11/26/2022	\$ 18,236.00

The Following Have Requested A Class B, MULTIPLE (2, 3 OR 4) LICENSE				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class C, One Time Emergency License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT

The Following Have Requested A Class D, E, & F Limited Annual License				
LICENSE #	# OF RAFFLES	NAME OF ORGANIZATION	LICENSE DATES	AMOUNT
30663	1	ROSS PEARSON VFW POST #5149	03/15/2022-03/15/2023	\$ 4,999.00

30664	1	SM & SF CLUB	02/26/2022-02/25/2023	\$ 5,000.00
30665	1	SM & SF CLUB	02/26/2022-02/25/2023	\$ 5,000.00
30666	1	VENETIAN CLUB	04/01/2022-03/31/2023	\$ 5,000.00
30667	1	VENETIAN CLUB	03/01/2022-02/28/2023	\$ 2,500.00

This concludes my report,

Deputy Clerk

Katie Wiscocki

LORI GUMMOW
Winnebago County Clerk

Date

24-Feb-22

Appointments

Reports of Standing Committees

FINANCE COMMITTEE

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

2022 CR _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**RESOLUTION TO EXERCISE OPTION TO PURCHASE THE PARKING LOT
LOCATED AT 310 SOUTH CHURCH AND 320 AND 324 CHESTNUT STREET,
ROCKFORD, ILLINOIS**

WHEREAS, on January 1, 2014, the County of Winnebago (“County”) and Church & Chestnut Development, LLC (“Landlord”) entered into a lease agreement (“Lease”) for the parking lot, located at 310 South Church and 320 and 324 Chestnut Street, PINS 11-22-479-002; 11-22-479-003 and 11-22-479-009 (collectively the “Property”); and

WHEREAS, the term of the lease is for a fifteen (15) year term, which expires on December 31, 2028, subject to certain terms and conditions; and

WHEREAS, pursuant to Section 9 (a) of the lease, the County “shall have the right of first refusal on any contemplated sale of all or any part of the Property by the Landlord to a third party in an arm’s length transaction for fair market value (“Bona Fide Sale”); and

WHEREAS, after the County’s receipt of a copy of the Bona Fide Sale offer, the County has forty-five (45) days, at its option, to purchase the Property upon the same terms and conditions as set forth in the Bona Fide Sale offer; and

WHEREAS, on January 19, 2022, the Landlord informally notified the County by email of the proposed sale of the Property, and on February 3, 2022, the County received formal notice by overnight courier of the proposed sale from the Landlord in compliance with Section 21 of the lease; and

WHEREAS, the Finance Committee and the County Board, after having reviewed the Bona Fide Sale offer, has determined it is in the best interests of the County of Winnebago, Illinois to exercise the said option.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that Joseph V. Chiarelli, the Winnebago County Board Chairman, is authorized and directed to take any steps necessary to exercise the option to purchase the property located at 310 South Church and 320 and 324 Chestnut Street.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the County Administrator, County Treasurer, County Auditor and Chief Financial Officer.

**Respectfully submitted,
FINANCE COMMITTEE**

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz

Steve Schultz

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

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

Joseph V. Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

Support Material for Option to Purchase

1. Original Lease Document
2. Value Estimate
3. Letter of Intent to Purchase
4. Commitment to Purchase
5. GIS Map of Property

LEASE AGREEMENT

This LEASE AGREEMENT ("Lease") is entered into to be effective as of the 1st day of January, 2014 ("Effective Date"), by and between the COUNTY OF WINNEBAGO, an Illinois body politic ("Tenant"), and CHURCH & CHESTNUT DEVELOPMENT, LLC, a Delaware limited liability company ("Landlord").

RECITALS

WHEREAS, Landlord is the owner of that certain real property commonly known as 310 South Church and 320 and 324 Chestnut Street, in Rockford, Illinois, which property is legally described in the attached Exhibit A (collectively referred to herein as the "Property"); and

WHEREAS, the Property is comprised of a parking lot and related improvements and does not house any buildings; and

WHEREAS, Landlord and Tenant previously entered into a Contract for Purchase and Sale dated September 27, 2013 in which Landlord agreed to sell and Tenant agreed to purchase the Property ("Sale Contract"); and

WHEREAS, the parties now desire to terminate the Sale Contract and instead enter into this Lease Agreement under which Landlord agrees to lease to Tenant and Tenant agreed to lease from Landlord, the Property on the terms and conditions set forth herein; and

WHEREAS, prior to the date of this Lease and as part of the Sale Contract, Tenant requested that Landlord prepare the Property for its intended use as a parking lot;

WHEREAS, the Property originally was designed to contain 72 parking stalls but, at the request of the Tenant, changes were made (for the electronic gates) that reduced the number of parking stalls to 68; and

WHEREAS, the parties agree that the Rent, as defined herein, was based on 70 parking stalls; and;

WHEREAS, Landlord now desires to lease to Tenant, and Tenant desires to Lease from Landlord, the Property under the terms and conditions of this Lease.

NOW THEREFORE, in consideration of the above recitals which are incorporated into the agreements of this Lease as though restated below, the promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord agree as follows:

1. Lease. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Property located in Rockford, Illinois, on those terms and conditions set forth herein.
2. Term. The Term of this Lease shall be for Fifteen (15) years commencing on the Effective Date and ending December 31, 2028 ("Lease Term").

3. Rent. Tenant shall pay Landlord a Base Parking Fee and a Base Sublease Fee each month, as set forth in this Paragraph 3. The Base Parking Fee and the Base Sublease Fee are collectively referred to herein as "Rent".

- a. Base Parking Fee. The Base Parking Fee for the first five (5) years of the Lease Term shall equal Four Thousand Two Hundred Dollars (\$4,200) per month. Beginning on the first day of the sixth year of the Lease Term and continuing annually thereafter, the Base Parking Fee shall increase by three percent (3%) of the prior year's Base Parking Fee.
- b. Base Sublease Fee. The Base Sublease Fee for the first five (5) years of the Lease Term shall equal Two Thousand Five Hundred Dollars (\$2,500) per month. Beginning on the first day of the sixth year of the Lease Term and continuing annually thereafter, the Base Sublease Fee shall increase by three percent (3%) of the prior year's Base Sublease Fee.

Tenant agrees to pay to Landlord the Rent, without notice or demand, in advance, on or before the 1st day of each and every successive calendar month during the Lease Term, commencing on the Effective Date; except that the first month's rent (in addition to the Additional Capital Improvement Advance) shall be paid to Landlord upon the execution of this Lease. Tenant agrees to arrange for the automatic deposit of its Rent payments into an account to be designated by Landlord. Rent for any period which is for less than one (1) month shall be a prorated portion of the monthly installment therein based upon a thirty (30) day month. All Rent shall be paid to Landlord, without deduction or offset, in lawful money of the United States of America and at such place as Landlord may from time to time designate in writing. All Rent shall be due without regard to whether a sublease exists between Tenant and a third party.

4. Use. Tenant shall use the Property in conformity of the law and the terms of this agreement. The property may not be altered or constructed upon without Landlord's consent, which consent will not be unreasonably withheld.
5. Maintenance and Repair. Tenant, at its sole cost and expense, shall keep the Property and any and all improvements constructed thereon, in good condition and repair, normal wear and tear excepted and shall further keep the Property in a safe condition free from hazards. Tenant's maintenance requirements include but are not limited to, snow and ice removal, annual sealing, pavement maintenance landscaping, sweeping, striping and associated utilities, lighting and lighting improvements.
6. Signage. Tenant may, at its option, provide signage for the Property at the sole cost and expense of Tenant.
7. Liability Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Lease Term a policy of commercial general liability insurance (sometimes known as comprehensive public liability insurance) insuring Landlord and Tenant (and, if requested by Landlord, Landlord's lender and property manager) against any liability for bodily injury, property damage (including loss of use of property) and personal injury arising out

of the ownership, use, occupancy or maintenance of the Property and all areas appurtenant thereto. Such insurance policy shall be in the amount of not less than \$1,000,000 per occurrence. Tenant may provide this insurance under a blanket policy, provided that said insurance shall have a Landlord's protective liability endorsement attached thereto. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain same, at the expense of Tenant. Insurance required hereunder shall be in companies rated A:XII or better as set forth in the most current "Best's Key Rating Guide." Tenant shall deliver to Landlord, prior to right of entry, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance with loss payable clauses satisfactory to Landlord. No policy shall be cancelable or subject to reduction of coverage. All such policies shall be written as primary policies not contributing with and not in excess of coverage that Landlord may carry.

8. Property Taxes. Landlord shall pay all real estate taxes and/or special assessments levied against the Property.
9. Right of First Refusal.
 - a. Tenant shall have the right of first refusal on any contemplated sale of all or any part of the Property by Landlord to a third party in an arm's length transaction for fair market value ("Bona Fide Sale"). Landlord shall provide Tenant with a copy of any Bona Fide Sale offer which Landlord has accepted or intends to accept and Purchaser shall have forty-five (45) days after receipt thereof to elect, at its option, to purchase the Property upon the same terms and conditions as set forth in the Bona Fide Sale offer. If Tenant rejects the offer or fails to act within forty-five (45) days, of its receipt of the offer, Landlord may close the transaction with the proposed third party purchaser upon the terms of the submitted offer and assign its rights, title and interest in this Lease to said purchaser.
 - b. Landlord agrees that in the event that the Property is sold or transferred to any third party, including a Permitted Party, as hereinafter defined, the sales agreement or other transfer instrument between Landlord and the third party shall contain language indicating that the sale will be subject to the terms and conditions of this Lease and that Tenant's rights to the Property as set forth in this Lease shall be preserved for any remaining Lease Term, except that Tenant's right of first refusal under this Paragraph 9 shall be extinguished following any Bona Fide Sale.
10. Termination of Sale Contract. Upon execution of this Lease by both parties, the Sale Contract shall be terminated. The parties agree and acknowledge that Tenant previously deposited One Hundred and Twenty Five Thousand Dollars (\$125,000) with Landlord as earnest money under the Sale Contract ("Earnest Money"). The Earnest Money shall be refundable in accordance with the provision of Paragraph 12 herein.
11. Additional Capital Improvement Advance. Tenant agrees to pay to Landlord Seventy Five Thousand Dollars (\$75,000) upon execution of this Lease ("Additional Capital

Improvement Advance"). This Additional Capital Improvement Advance shall be refundable in accordance with the provision of Paragraph 12 herein.

12. Earnest Money and Additional Capital Improvement Advance. The Earnest Money and the Additional Capital Improvement Advance shall be refunded to Tenant as follows:

- a. In the event Tenant exercises its right to purchase the Property in accordance with Paragraph 9(a) herein, the Earnest Money and the Additional Capital Improvement Advance shall both be credited toward the purchase price; or
- b. In the event Tenant opts not to exercise its right to purchase the Property in accordance with Paragraph 9(a) herein and the Property is sold to a third party purchase during the Lease Term, the Earnest Money and the Additional Capital Improvement Advance shall be refunded to Tenant within thirty (30) days of the date the purchase transaction is closed; or
- c. In the event the Property is not sold during the Lease Term, Landlord shall refund the Earnest Money and the Additional Capital Improvement Advance to Tenant within thirty (30) days of the date this Lease expires.

13. Liens. Tenant shall keep the Property and the property in which the Property are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Tenant.

14. Tenant's Default. The occurrence of any one of the following events shall constitute an event of default on the part of Tenant upon ten (10) days, unless a different timeframe is specifically otherwise provided for below, written notice of such event being given by Landlord ("Default"):

- a. The failure of Tenant to pay any installment or payment of Rent when due, which failure continues for a period of ten (10) days after written notice thereof from Landlord to Tenant (which notice may be given in the form of a Landlord's Statutory 5-Day Notice used in Illinois forcible entry and detainer proceedings), provided that no such written notice is required from Landlord if Landlord has already provided written notice on two separate occasions in the same calendar year; or
- b. A general assignment by Tenant or any guarantor of Tenant's obligations hereunder for the benefit of creditors; or
- c. An assignment or attempted assignment of this Lease by Tenant contrary to the provisions of this Lease; or
- d. Any insurance required to be maintained by Tenant pursuant to this Lease shall be canceled or terminated or shall expire or be reduced or materially changed, except as permitted in this Lease; or

- e. Any failure by Tenant to discharge any lien or encumbrance placed on the Property or any part of the Property which does not arise from Landlord's actions; or
- f. The failure in the performance or observance of any other of Tenant's covenants, agreements or obligations in this Lease which failure continues for thirty (30) days after written notice thereof has been sent from Landlord to Tenant (unless the default involves a hazardous condition, which shall be cured forthwith upon Landlord's demand), provided, however, that, if Tenant has exercised reasonable diligence to cure such failure and such failure cannot be cured within such thirty (30) day period despite reasonable diligence, Tenant shall not be in default under this subparagraph so long as Tenant thereafter diligently and continuously prosecutes the cure to completion and actually completes such cure within sixty (60) days after the giving of the aforesaid written notice.

15. Landlord's Remedies. Upon the occurrence of any Default, Landlord may, with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or otherwise or elsewhere herein:

- a. Terminate this Lease by giving to Tenant written notice of Landlord's election to do so, in which event the Term and all right, title and interest of Tenant hereunder shall end on the date stated in such notice; or
- b. Terminate the right of Tenant to possession of the Property without terminating this Lease, by giving written notice to Tenant that Tenant's right of possession shall end on the date stated in such notice, whereupon the right of Tenant to possession of the Property or any part thereof shall cease on the date stated in such notice.

In addition to the above remedies, Landlord may, at its sole option, enforce the provisions of this Lease and enforce and protect the rights of Landlord hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein; and for the enforcement of any other appropriate legal or equitable remedy, including without limitation: (i) injunctive relief, (ii) recovery of all monies due or to become due from Tenant under any of the provisions of this Lease, and (iii) any other damage incurred by Landlord by reason of Tenant's default under this Lease. If Landlord exercises any of the remedies provided for in paragraphs (a) or (b) above, Tenant shall surrender possession of and vacate the Property and immediately deliver possession thereof to Landlord in the condition required by this Lease, and Landlord may re-enter and take complete and peaceful possession of the Property.

16. Tenant Indemnity. Tenant shall indemnify and hold harmless Landlord against and from any and all claims arising from Tenant's use of the Property or from the conduct of its business or from any activity, work, or other things done, permitted or suffered by Tenant

in or about the Property, and shall further indemnify and hold harmless Landlord against and from any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or negligence of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from all costs, attorney's fees, and liabilities incurred in or about the defense of any such claim or any action or proceeding brought thereon. If any action or proceeding be brought against Landlord by reason of such claim, Tenant upon notice from Landlord shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Tenant shall give prompt notice to Landlord in case of casualty or accidents in the Property.

17. Landlord Warranties. Landlord represents and warrants that it is the owner of the Property and has full authority to enter into this Lease.
18. Compliance with the Law. Tenant shall not permit anything to be done in or about the Property, which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations, requirements now in force or which may hereafter be in force and with the requirements of any board of fire underwriters or other similar bodies now or hereafter constituted relating to or affecting the condition or use of the Property.
19. Assignment by Tenant. Tenant shall not either voluntarily, or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or any part thereof, or any right or privilege appurtenant thereto, or allow any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Property, or any portion thereof, without first obtaining the written consent of Landlord. Any such assignment without such consent shall be void, and shall, at the option of Landlord, constitute a default under the terms of this Lease. Notwithstanding the foregoing, Tenant may sublease all or a portion of the Property without Landlord's prior consent.
20. Transfers and Assignments by Landlord.
 - a. Landlord may transfer all or a portion of its right, title and interest in and to the Property to a Permitted Party, as hereinafter defined, at any time without prior approval of Tenant. In addition, Landlord may assign its right, title and interest in and to this Lease to a Permitted Party, as hereinafter defined, at any time without prior approval of Tenant. A "Permitted Party" shall mean any person or entity that has an interest in Landlord, either directly or indirectly through another entity or multiple entities; or the spouse or family member of a person that has a direct or indirect interest in Landlord. Prior to the transfer of the Property or the assignment of the Lease under this Paragraph 20(a), Landlord must first provide Tenant 30 day's written notice. Tenant will have the opportunity to challenge whether the transferee or assignee is a "Permitted Party" as defined herein by providing written notice to Landlord not less than ten (10) days following

Tenant's receipt of the notice required in this subsection. If Landlord does not receive written notice from Tenant within this time period, Tenant shall be deemed to have approved the proposed transferee or assignee as a Permitted Party.

- b. Landlord agrees that in the event this Lease is assigned under Paragraph 20(a) above, the assignment instrument between Landlord and the assignee shall contain language indicating that the assignment will be subject to the terms and conditions of this Lease, including Paragraph 9 herein, and that Tenant's rights to the Property as set forth herein shall be preserved for any remaining Lease Term, as defined in Paragraph 2 herein.
- c. The parties agree that Tenant's right of first refusal as set forth in Paragraph 9 shall not be triggered by Landlord's transfer of the Property to a Permitted Party nor the assignment of this Lease to any party.
- d. Landlord may, without the requirement to first notify or obtain consent from Tenant, assign the rents Landlord is entitled to receive from Tenant hereunder as security for any loan.

21. Notices. Any notices to be delivered to a party to this Lease shall be in writing, shall be sent postage prepaid either by (i) certified mail, in which case such notice shall be deemed to be received three (3) days after placing such notice in the mail; or (ii) overnight courier, in which case such notice shall be deemed received on the delivery date as confirmed by the overnight courier. All notices shall be sent to the following addresses:

If to Landlord:	Church & Chestnut, LLC Attn: Paul. S. Nicolosi 420 Financial Court, Suite 120 Rockford, Illinois 61107
With Copy to:	Church & Chestnut, LLC 6260 E. Riverside Blvd #356 Loves Park, Illinois 61111-4418
If to Tenant:	County of Winnebago Attn: Dave Kurlinkus 400 West State Street, Suite 804 Rockford, Illinois 61101

22. Effect. This Lease shall be binding and in full force and effect as stated above.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the parties have executed this Lease to be effective as of the date first written above.

LANDLORD:

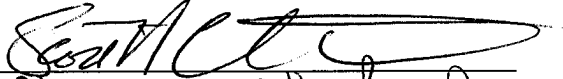
CHURCH & CHESTNUT, LLC,
A Delaware limited Liability Company

By: 

Its: authorized agent

TENANT

WINNEBAGO COUNTY, ILLINOIS
An Illinois body politic

By: 

Its: Chairman of the Board

Attest:

WINNEBAGO COUNTY CLERK

Margie M Mullins

EXHIBIT A

Legal Description

10/10/2010

10/10/2010

Parcel I:

Part of Lots Two (2) and Three (3) in Block Sixteen (16) as designated upon the Plat of that part of the Town (now City) of Rockford, on the West side of Rock River, laid out on the West part of the Southwest Fractional Quarter (1/4) of Section 23, Township 44 North, Range 1 East of the Third Principal Meridian, the Plat of which is recorded in Book D of Deeds on page 429 in the Recorder's Office of Winnebago County, Illinois, bounded as follows, to-wit: Beginning at a point on the Westerly line of said Lot Two (2) Sixty (60) feet Southerly from the Northwestern corner of said Block; thence Southerly, along the Westerly lines of said Lots Two (2) and Three (3), Ninety-six and Forty-two Hundredths (96.42) feet more or less, to the Southerly corner of said Lot Three (3); thence Easterly, along the Southerly line of said Lot Three (3), Fifty-four and Forty-two Hundredths (54.42) feet; thence Northerly parallel with the Westerly lines of said Lots Three (3) and Two (2), Ninety-six and Forty-two Hundredths (96.42) feet to a point Sixty (60) feet Southerly from the Northerly line of said Block; thence Westerly, parallel with the Northerly line of said Block, Fifty-four and Forty-two Hundredths (54.42) feet to the place of beginning; AND ALSO, the Southerly .2 feet of part of the following tract: Lots One (1) and Two (2) in Block (16) in the Original Town (now City) of Rockford, West of Rock River, bounded as follows, to-wit: Beginning at the Northwestern corner of said Lot One (1), thence Easterly along the Northerly line of said Lot One (1), Fifty-four feet, thence Southerly, parallel with the Westerly lines of said Lots One (1) and Two (2), Sixty (60) feet, thence Westerly, parallel with the Northerly line of said Lot One (1), Fifty-four (54) feet to the Westerly line of said Lot Two (2), thence Northerly along the Westerly lines of said Lots Two (2) and One (1), Sixty (60) feet to the place of beginning; situated in the County of Winnebago and State of Illinois.

Parcel II:

Part of Lots One (1) and Two (2) in Block Sixteen (16) of the Original Town (now City) of Rockford, West of the Rock River, bounded as follows, to-wit: Beginning at the Northwestern corner of said Lot One (1), thence Easterly along the Northerly line of said Lot One (1), fifty-four (54) feet; thence Southerly parallel with the Westerly lines of said Lots One (1) and Two (2), sixty (60) feet; thence Westerly parallel with the Northerly line of said Lot One (1), fifty-four (54) feet to the Westerly line of said Lot Two (2); thence Northerly along the Westerly line of said Lots Two (2) and Lot One (1), Sixty (60) feet to the place of beginning: EXCEPTING therefrom the Southerly Thirty-two Hundredths feet (0.32) conveyed by Warranty Deed recorded in Microfilm Number 69-22-1491. ALSO part of Lot One (1) and part of Lot Two (2) in Block Sixteen (16) in the Original Town (now City) of Rockford, West of Rock River, bounded as follows, to-wit: Commencing at the Northwestern corner of said Lot 1; thence Easterly along the Northerly line of said Lot 1, a distance of 54.0 feet; thence Southerly parallel with the Westerly line of said Lot 1, a distance of 34.0 feet to the point of beginning for the following described parcel: thence Easterly parallel with the Northerly line of said Lot 1, a distance of 0.5 feet; thence Southerly parallel with the Westerly line of said Lot 1 and continuing Southerly parallel with the Westerly line of said Lot 2, a distance of 25.68; thence Westerly parallel with the Northerly line of said Lot 1, a distance of 0.5 feet; thence Northerly parallel with the Westerly lines of said Lots 2 and 1, a distance of 25.68 feet to the point of beginning; situated in Winnebago County, State of Illinois.

ALSO:

Beginning at a point on the Westerly line of Lot Two (2) in Block Sixteen (16) in the Original Town (now City) of Rockford, West of the Rock River, Two-tenths (0.2) feet Northerly of the Southwesterly corner of the following described tract, herein referred to as the "Reverence Tract": Part of Lots One (1) and Two (2) in Block Sixteen (16) in the Original Town (now City) of Rockford, West of Rock River, bounded as follows, to-wit: Beginning at the Northwestern corner of said Lot One (1); thence Easterly along the Northerly line of said Lot One (1), Fifty-four (54) feet; thence Southerly parallel with the Westerly lines of said Lots One (1) and Two (2), Sixty (60) feet; thence Westerly parallel with the Northerly line of said Lot One (1), Fifty-four (54) feet to the Westerly line of said Lot Two (2); thence Northerly along the Westerly lines of said Lots Two (2) and One (1), Sixty (60) feet to the place of beginning; thence Northerly along the Westerly line of said Lot Two (2), a distance of Twelve-one Hundredths (0.12) feet; thence Easterly parallel with the Northerly line of Lot One (1) of said Block Sixteen (16) to a point on the Easterly line of "Reverence Tract"; thence Westerly in a straight line to the point of beginning; situated in Winnebago County, Illinois.

Parcel I:

The Easterly Forty-four (44) feet of Lots One (1), Two (2) and Three (3) in Block Sixteen (16) as designated upon the Map of the Original Town (now City) of Rockford, West of Rock River, the Westerly line of said premises being parallel with the Easterly lines of said lots; situated in the County of Winnebago and the State of Illinois.

Parcel II:


Part of Lots One (1), Two (2) and Three (3) in Block Sixteen (16) as designated upon the Map of that part of the Town (now City) of Rockford, West of Rock River, filed for record by John W. Leavitt, the Plat of which is recorded in Book E of Deeds on Page 225 in the Recorder's Office of Winnebago County, Illinois, bounded as follows, to-wit:

Beginning on the Northerly line of said Lot One (1) at a point One Hundred Twelve and Forty-two Hundredths (112.42) feet Easterly from the Northwest corner thereof; thence Southerly, parallel with the Westerly lines of said three Lots, to the Southerly line of said Lot Three (3); thence Westerly, along said Southerly line, Fifty-eight (58) feet; thence Northerly, parallel with the Westerly lines of said three Lots, to the Northerly line of said Lot One (1); thence Easterly, along said Northerly line, Fifty-eight (58) feet to the place of beginning, EXCEPTING THEREFROM Part of Lot One (1) and part of Lot Two (2) in Block Sixteen (16) as designated upon the Map of that part of the Town (now City) of Rockford, West of Rock River, filed for record by John W. Leavitt, the Plat of which is recorded in Book E of Deeds on Page 225 in the Recorder's Office of Winnebago County, bounded as follows, to-wit: Commencing at the Northwest corner of said Lot One (1); thence Easterly along the Northerly line of said Lot One (1), a distance of 54.0 feet; thence Southerly parallel with the Westerly line of said Lot One (1) a distance of 34.0 feet to the point of beginning for the following described parcel; thence Easterly parallel with the Northerly line of said Lot One (1), a distance of 0.5 feet; thence Southerly parallel with the Westerly line of said Lot One (1) and continuing Southerly parallel with the Westerly line of said Lot Two (2), a distance of 25.68 feet; thence Westerly parallel with the Northerly line of said Lot One (1), a distance of 0.5 feet; thence Northerly parallel with the Westerly lines of said Lots Two (2) and One (1), a distance of 25.68 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

**A/K/A: 310 South Church Street, 320 and 324 Chestnut Street
PIN's: 11-22-479-009, 11-22-479-002, and 11-22-479-003**

Invoice Date	Invoice Number	Invoice Description	PO Numbers	GL Acct Numbers	Net Invoice Amount
01/23/2014	243923	JAN,FEB 14 RENT CAP IMP ADVANC		86000 46310 13500 43340	75,000.00 13,400.00
Vendor No	Vendor Name	Check No	Check Date	Check Amount	
9299	CHURCH & CHESTNUT LL	0333012	01/23/2014	88,400.00	

DO NOT ACCEPT UNLESS THIS CHECK IS PRINTED WITH A GREEN BACKGROUND, CONTAINS A VOID PANTOGRAPH, MICRO PRINTING FACE AND BACK, AND UV FIBERS.



Treasurer of Winnebago County
404 Elm Street
Rockford, Illinois 61101
Vendor Account

Vendor Number: 9299
Check Date: 01/23/2014
Check Number: 0333012

\$ 88,400.00

VOID AFTER 90 DAYS

Pay Eighty Eight Thousand Four Hundred Dollars and 00 cents *****

To The Order Of **CHURCH & CHESTNUT LL**

RIVERSIDE BANK
ROCKFORD, IL

Maigie M Mullins
Winnebago County Clerk MP

Susan L. Lantieri
Winnebago County Treasurer MP

⑈0333012⑈ ⑆071925554⑆ 161000971⑈

Value Estimate			
Interest Rate Estimate		3%	
Date		2/1/2022	
Period		12	
NPV of Future Payments at 3%	\$	618,064	
NPV of 68 Parking Spots @ 26 Per Month	\$	132,702	
	\$	750,766	
Land Value Based on Current Assessment			
Parcel 11-22-479-002		\$41,127	
Parcel 11-22-479-009		\$38,691	
Parcel 11-22-479-003		\$32,292	
		\$112,110	
Price Point for County Purchase Value Greater Than:		\$359,834	

Contract Terms			
Total Base Parking Fee	\$	847,113	
Total Base Sublease Fee	\$	504,234	
Total Payments	\$	1,351,347	
Total Payments Made	\$	665,505	
Total Still Due	\$	685,842	
Contract Offer	\$	1,110,600	

Property Tax Impact				
EAV	Current Property Tax	New EAV	New Property Tax	
10,764	\$ 1,384	106,631.87	\$ 13,711	
13,709	\$ 1,763	135,806.04	\$ 17,462	
12,897	\$ 1,658	127,762.09	\$ 16,428	
37,370	\$ 4,805	370,200	\$ 47,602	

email to sam.kramer@marcusmillichap.com

Sam Kramer
Associate
Marcus & Millichap
600 East 96th Street, Suite 500
Indianapolis, IN 46240
Phone: 317-218-5356

NON-BINDING LETTER OF INTENT

The Buyer hereby offers to purchase the Property on the following terms and conditions:

Property:	Downtown Rockford Parking Lot 310,320,324 Chestnut St Rockford, IL 61101 APNs: 11-22-479-002, 11-22-479-009, 11-22-479-003
Purchase Price:	\$ <u>1,110,600</u>
Deposit:	\$ <u>20,000</u> within 3 Days of Execution of Purchase Agreement. Deposit non-refundable after Inspection Period is waived.
Purchase Agreement:	Buyer shall submit within <u>7</u> Days of an Accepted Letter of Intent.
Financing Contingency:	<u>50</u> Days from Effective Date of Purchase Agreement.
Due Diligence/ Inspection Period:	<u>21</u> Days from Effective Date of Purchase Agreement.
Close of Escrow:	<u>10</u> Days after removal of financing contingency.
Title/Escrow Company:	To be mutually agreed upon by Buyer and Seller.
Closing Costs:	Seller shall pay for standard owner's title insurance policy. Each party shall pay its own legal fees. Closing fees shall be split 50-50.
Survey:	Seller shall furnish new survey.

This offer will expire if not executed by both parties by 5:00 p.m. 01/20/2022. Buyer reserves the right to rescind this letter at will and without notice.

This proposal is intended to be a non-binding letter of intent which states terms and conditions upon which Buyer will consider purchasing the Property from Seller. Neither party shall become legally bound in any manner until a formal purchase agreement is executed and delivered to both parties.

Buyer Signature:

DocuSigned by:
Bill Rason
534358C2698B42B...

Date: 1/17/2022 | 15:03:15 CST

By:

william C. Rason

AGREED & ACCEPTED BY SELLER:

Seller Signature:

Date: _____

By:

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Commitment No: 2200163

1. Commitment Date: **February 02, 2022, 09:00 am** Issue Date: **February 04, 2022, 11:00 am**
2. The policy or policies to be issued are: POLICY AMOUNT
 - (a) ALTA OWNER POLICY - 2006 **\$1,135,600.00**
Proposed Insured: **Chestnut Park LLC**
 - (b) ALTA LOAN POLICY - 2006 **\$851,700.00**
Proposed Insured: **First Financial Bank, NA, its successors and/or assigns as their interests may appear.**
Proposed Borrower: **Chestnut Park LLC**
3. The estate or interest in the land described or referred to in the Commitment and covered herein is located in the State of Illinois.
4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in
Church & Chestnut Development, LLC, a Delaware Limited Liability Company
5. Legal description of the land:
See Legal Description Attached as Exhibit A

Countersigned
Lakeshore Title Agency

By PW Pontarelli
Authorized Signatory

Exhibit A

LOTS 1, 2 AND 3 IN BLOCK 16 AS DESIGNATED UPON THE MAP OF THE ORIGINAL TOWN (NOW CITY) OF ROCKFORD, WEST OF ROCK RIVER, THE MAP OF WHICH IS RECORDED IN BOOK "E" OF DEEDS ON PAGE 224; SITUATED IN THE COUNTY OF WINNEBAGO AND STATE OF ILLINOIS.

NOTE FOR INFORMATION:

CKA: 310, 320 AND 324 CHESTNUT ST., ROCKFORD, IL 61101

PIN: 11-22-479-009 (Pt Lots 1, 2 and 3), 11-22-479-002 (Pt Lots1, 2 and 3) AND 11-22-479-003 (Pt Lots1, 2 and 3)

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B - SECTION I

REQUIREMENTS

Effective Date: **February 2, 2022, 09:00 am**

The following are the requirements to be complied with:

- (a) Payment to, or for the account of, the sellers or mortgagors of the full consideration for the estate or interest to be insured.
- (b) Instruments in insurable form which must be executed, delivered and duly filed for record
- (c) Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- (d) Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. Deed, in proper form, from Seller(s) to Buyer(s)
 - b. Mortgage, in proper form, from borrower(s) to the lender and for the loan amount shown on Schedule "A" of this commitment
- (e) Buyer/Borrower must bring to close an original insurance policy at least in the amount of mortgage, and a paid receipt for one year's premium, with a mortgagee's clause. Binders are not acceptable to lenders.
- (f) Standard Exception 2 will be removed from the owner's policy insuring completed structures with four or fewer single residences and individual condominium units upon compliance with the following items:
 - a. Existing survey, or if no survey is available, an affidavit in lieu of survey by sellers to that effect.
 - b. Execution of an ALTA extended coverage loan and owners policy combined statement.

NOTE: This commitment is not an abstract, examination, report or representation of fact of title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of the company and its title insurance agent shall arise under and be governed by the conditions of the commitment.

NOTE: Your attention is directed to the provisions of the Tax Reform Act of 1986 which require the reporting of real estate transactions to the Internal Revenue Service. All real estate transactions (except for refinances) closed after January 1, 1987 must be reported on a Form 1099-B which must be completed in full at the time of closing.

NOTE: "The final 2006 ALTA Policy issued will contain an arbitration provision. When the amount of insurance is \$2,000,000 or less, all arbitral matters in dispute shall be arbitrated at the option of either the company or the Insured and will be the exclusive remedy available to the parties. You may review a copy of the arbitration rules at <http://www.alta.org>."

NOTE: If the subject property is located within Cook, Kane, Will or Peoria County it is subject to the Illinois Predatory Lending Database Program which becomes effective July 1, 2008, as authorized by Public Act 95-0691 (SB1167).

REQUIREMENT: Record the mortgage or trust deed to be insured together with either a Certificate of Compliance, or a Certificate of Exemption if the subject mortgage loan or trust deed is an exempt transaction.

Upon receipt of either a Certificate of Compliance or Certificate of Exemption the note and requirement will not appear on the final policy to be issued.

NOTE: We will require all parties to the transaction to execute a Personal Information Affidavit at closing.

NOTE: Effective January 1, 2011 all underwriters will charge a fee for the issuance of a closing protection letter. Each underwriter can set their own fee. Since the fee can vary please include an appropriate amount on your good faith estimate for the closing protection letter.

NOTE: Effective immediately, Lakeshore Title Agency will only accept, from any and all parties to the transaction, wire transfer funds as incoming funds, Lakeshore Title Agency will not accept cashier's checks, certified checks and/or other any other form or draft as incoming funds, whether presented from an Illinois financial institution or an out of state financial institution."

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving land that is associated with these activities.

***Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company***

File No. **2200163**

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION II
STANDARD EXCEPTIONS**

Effective Date: February 2, 2022, 09:00 am

Schedule B of the policy or policies to be issued will contain the following exceptions unless the same are disposed of to the satisfaction of the Company and the Company will not pay costs, attorney's fees or expenses which arise by reason of:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
3. Any encroachments, easements, encumbrance, violation, adverse circumstances, measurements, affecting title, variations in area or content, party walls or other facts which a correct survey of the premises would show.
4. Rights or claims of parties in possession not shown by the public records.
5. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
6. All assessments and taxes for the year 2022, and all subsequent years.
7. Right of way for drainage ditches, feeders, tiles and laterals, if any.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any other matters not shown by the public records which would be disclosed by an accurate survey and inspection of the land described in Schedule C.
9. Easements, or claims of easements, not shown by the public records.
10. Taxes or special assessments which are not shown as existing liens by the public records.
11. Covenants, conditions, restrictions, rights of way, building lines and easements appearing as of public records, but omitting any such covenants or restrictions based on race, color, religion, handicap, familial status or national origin, if any.

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

COMMITMENT FOR TITLE INSURANCE

**SCHEDULE B - SECTION II
SPECIAL EXCEPTIONS**

1. Real Estate Taxes for the year 2020 and subsequent years:

Taxes for 2019 and previous years are posted PAID.

1st installment of 2020 taxes, in the amount of \$881.38 are Posted Paid.

2nd installment of 2020 taxes, in the amount of \$881.38 are Posted Paid.

Taxes for 2021 and subsequent years are not yet due or payable

PIN: 11-22-479-002

2. Real Estate Taxes for the year 2020 and subsequent years:

Taxes for 2019 and previous years are posted PAID.

1st installment of 2020 taxes, in the amount of \$692.04 are Posted Paid.

2nd installment of 2020 taxes, in the amount of \$692.04 are Posted Paid.

Taxes for 2021 and subsequent years are not yet due or payable

PIN: 11-22-479-003

3. Real Estate Taxes for the year 2020 and subsequent years:

Taxes for 2019 and previous years are posted PAID.

1st installment of 2020 taxes, in the amount of \$829.18 are Posted Paid.

2nd installment of 2020 taxes, in the amount of \$829.18 are Posted Paid.

Taxes for 2021 and subsequent years are not yet due or payable

PIN: 11-22-479-009

4. We do not find an existing first mortgage of record. If this is inaccurate, we should be advised, and this commitment is subject to such other exceptions, if any, as then may be deemed necessary.

5. With respect to the Limited Liability Company shown in Schedule A in title to the land, the Company must be provided with the following:

a) A certification from the Illinois Secretary of State that the L.L.C. has properly filed it's articles of organization.

b) A copy of the Articles of Organization, together with any amendments thereto.

c) A Certificate of Good Standing from the Illinois Secretary of State.

d) A copy of the Operating agreement and all amendments thereto; and,

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. 2200163

e) A Roster of members or incumbent managers.

f) A Certification that no event of dissolution has occurred.

NOTE: Unless the deed is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the sale and the execution and delivery of the deed as required under applicable law and the governing documents have been conducted, given or properly waived.

6. Purchaser/Borrower appears to be a Limited Liability Company, the Company must be provided with the following:

a) A certification from the Illinois Secretary of State that the L.L.C. has properly filed it's articles of organization.

b) A copy of the Articles of Organization, together with any amendments thereto.

c) A Certificate of Good Standing from the Illinois Secretary of State.

d) A copy of the Operating agreement and all amendments thereto; and,

e) A Roster of members or incumbent managers.

f) A Certification that no event of dissolution has occurred.

NOTE: Unless the mortgage is executed by all members, we must also be furnished evidence satisfactory to the Company that all necessary consents, authorizations, resolutions, notices and actions relating to the execution and delivery of the mortgage as required under applicable law and the governing documents have been conducted, given or properly waived.

7. Relative to the deletion of the Standard Exceptions 1 through 6, we should be furnished with the following:

1)A sworn statement disclosing all parties in possession of the land, including parties in possession under unrecorded leases and the terms and provisions thereof, options; and unrecorded contracts to purchase the land.

2)Letters for Public or Quasi-Public Utilities serving the area in which the land is located.

3)A current survey of the land, properly certified to the company, made in accordance with (i) the accuracy requirements "Minimum Standard Detail Requirements for Land Title Surveys" jointly established and adopted by the American Land Title Association and National Society of Professional Surveyors (ALTA/NSPS) Congress on Survey and Mapping February 23, 2016; and (ii) the Laws of the State of Illinois.

4)An Alta Extended Coverage Policy Statement. If new construction has taken place within the last six months, the following should be provided: Satisfactory evidence of the payment in full of the cost of furnishing services, labor and materials in connection with any improvements made on the land within six months of the date of this commitment. This evidence should consist of sworn contractor and subcontractor(s) affidavits, together with all necessary waivers of lien.

8. Existing unrecorded leases, if any, and all rights of the lessees and of any person or party claiming by, through or under lessees and rights of parties in possession under such unrecorded leases.

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**

We will waive this exception upon receipt of evidence showing no tenants are in possession of any portion of the subject premises; or in the alternate, the name of any party holding an unrecorded lease to the subject premises should be disclosed along with the term of said lease.

Our owners/loan policy when issued will be subject to any said unrecorded lease.

9. Rights of the property manager, if any, to a statutory lien on the premises for its property manager's fee.

NOTE: Provide an affidavit by the owners stating that there is no property manager for the insured premises. In absence thereof, provide a waiver of lien by the property manager covering the date of the recording of the deed and mortgage to our insureds.

10. DEED, in proper form, from Church & Chestnut Development, LLC, a Delaware Limited Liability Company to CONTRACT PURCHASER(S), to be recorded prior to the mortgage insured hereby.

11. Pursuant to the State and County codes and City, Village or Municipal Ordinance, the recording/filing of any deed or other instruments of conveyance may be subject to real estate transfer taxes. Relative thereto, the deed(s) submitted to this company for recording must be accompanied with the appropriate transfer tax stamps, water certification, zoning compliance certification, if required. In lieu thereof said deeds, etc., must be properly exempted from said tax.

Please check with the City, Village or Municipality regarding their requirements for the transfer of property.

12. The following endorsements have been approved for the loan policy:

Comprehensive Endorsement (Alta 9)
Location Endorsement
EPA Endorsement

13. IEPA No Further Remediation Letter and attachments recorded 5/20/2014 as Document No. 20141015417.

14. Rights of the Public, State and Local municipalities and adjoining property owners to the use of and access to the area designated as "Alley" as per plat of Subdivision recorded in Plat Book E at Page 224.

15. Subject to Building Lines, Easements, Covenants, Conditions and Restrictions of Record, if any.

16. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an accurate and complete land survey of the land and inspection of the land.

17. Rights of way for drainage ditches, tiles, feeders and laterals, if any.

18. Rights of the public, the municipality and the State of Illinois in and to that part of the premises in question taken, used, or dedicated for roads, streets, alleys or highways.

19. Rights of public or quasi-public utilities to maintain overhead wires, over, upon and across the land.

**Lakeshore Title Agency
3501 Algonquin Rd Ste 120
Rolling Meadows, IL 60008
Authorized Agent of First American Title Insurance Company**

File No. **2200163**





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**

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(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

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

ECONOMIC DEVELOPMENT COMMITTEE



Resolution Executive Summary

Committee Date: Tuesday, February 15, 2022

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Establishing The American Rescue Plan (ARP) Funds For Economic Impact Program Policy

County Code: NA

Board Meeting Date: Thursday, February 24, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$1,000,000
If not, explain funding source:	
ORG - OBJ - Project Code: 61300	Budget Impact: None - Budgeted

Background Information:

The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, is a \$1.9 trillion economic stimulus bill passed by the 117th U.S. Congress and signed into law by President Biden on March 11, 2021 to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic.

Winnebago County will receive in total approximately \$55 million (County Board approved Phase 1 July 22, 2022, 2021-CO-057) from ARP, of which this Program will utilize \$1,000,000 for Community Grants (Economic Development Community Investment). More specifically, each County Board Member will be allocated \$50,000 to use for Community Projects. Each project must be compliant with the Program Requirements to be eligible for funding.

Recommendation:

Administration supports and recommends that \$1,000,000 from ARP funds be used for community investment to combat the negative economic impacts from COVID-19.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Administration can update the Economic Development Committee and/or the entire Board as requested, project updates will be distributed for updates to monitor progress.

SPONSORED BY: FRED WESCOTT

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

2022 CR _____

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

**RESOLUTION ESTABLISHING THE AMERICAN RESCUE PLAN (ARP) FUNDS FOR
ECONOMIC IMPACT PROGRAM POLICY**

WHEREAS, the County of Winnebago, Illinois (County) is the recipient of American Rescue Plan Act (hereinafter “ARP”) from the federal government to assist in combating the COVID-19 pandemic; and

WHEREAS, the County has determined that a portion of the funds shall be used for economic development throughout the county due to the impact of COVID-19; and

WHEREAS, the Economic Development Committee and the Winnebago County Board developed the attached “American Rescue Plan (ARP) Funds for Economic Impact Program Policy” (Program) in order to define the process for allocation of ARP funds, which is attached hereto and made a part hereof by reference as Exhibit A; and

WHEREAS, the Program provides Winnebago County Board Members the ability to allocate funds for projects within their district or within the geographic boundaries of Winnebago County, Illinois to assist with the negative economic impacts from COVID-19.

NOW THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board hereby adopts the “American Rescue Plan (ARP) Funds for Economic Impact Program Policy”, attached hereto and made a part hereof by reference as Exhibit A.

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

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, the County Administrator, the Chief Financial Officer, and the County Auditor.

EXHIBIT A

American Rescue Plan (ARP) Funds for Economic Impact Program Policy

The “American Rescue Plan (ARP) Funds for Economic Impact Program Policy”, is intended to define the process for ARP funds for economic impact within Winnebago County.

In March of 2021, the Federal Government approved funds as part of their American Rescue Plan Act (ARP) to assist in combating the COVID-19 pandemic. Winnebago County will be in total receiving approximately \$55 million of these ARP funds over the next two (2) years. Of the \$55 million dollars, the Winnebago County Board has already approved \$1,000,000 to use specifically for economic impacts. These funds (\$1,000,000) have been approved for Economic Development Community Investment. Disbursement of these funds to the community shall follow the below guidelines as laid out.

- **Each Winnebago County Board Member shall be allocated \$50,000** *(20 Board Members x \$50,000 per Board Member = \$1,000,000 ARP funds) for Community Investment.*
 - **\$50,000 per Board Member**
 - Board Members should try to find project(s) within their County Board District, prior to abroad, however all projects must be within the geographic boundaries of Winnebago County, Illinois
 - *Board Members may pool their funds together to increase the amount for a project(s).*
 - *Board Member(s) submitting to participate in a specific project, will be considered a sponsor of that project.*
 - The maximum amount would be the total allocation of \$1,000,000 and could be used, if all Board Members chose to use the funds for one single project.
- **Projects will be processed for approval as they come together.**
 - Fully completed application.
 - Reviewed and approved.
 - This Program will end at the end of Fiscal Year 2022, September 30, 2022.
 - Organizations that are eligible to receive funds, must also comply with the below listed, “Program Requirements”.

Program Requirements

1. Projects must be located within the geographic boundaries of Winnebago County, Illinois.
2. Requests must;
 - a. Have a minimum amount of \$10,000 per project.
 - b. Come from an organization.
3. Applications must be fully completed.
 - a. Application
 - i. Board Member(s) sponsorships must sign and indicate the financial amount within the application to support a project.
 - b. Signed W-9 form the Organization
 - c. Narrative for External Auditor (Baker Tilly) Review
 - d. Invoice for the project and the amount
4. Project must be in compliant with ARP Fund expenditures.
 - a. Reviewed and approved by external auditor for ARP expenditures, (Baker Tilly).
5. Organizations must be in “Good Standing” with the State of Illinois as a business organization.

Process (Review & Approval)
--

This assumes approval each step of the process.

1. Completed Application Submitted
2. Preliminary Administration Review
3. External Auditor (Baker Tilly) for ARP Expenditures Project Review
4. Administration Project Preparation and Process Submittal
5. Economic Development Committee Meeting
6. County Board Meeting

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

, CHAIRMAN

, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

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

ATTESTED BY:

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

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

ARP Funds for Economic Impacts Program Application

**** Please complete the required information below to make a request in minimum increment of \$10,000 for **Fiscal Year 2022**, which ends **September 30, 2022**. The application must be fully complete to be processed and must comply with the American Rescue Plan Act to be eligible as well as the Program Requirements. ****

ORGANIZATIONAL INFORMATION	
Organization Name:	
Organization Contact (Point) Person:	
Contact Person Position:	
Contact Phone Number:	
Contact Person E-mail:	
Description of the Organization:	
Requested Award Amount (\$): <i>Must be: \$10,000 increments</i>	\$ ____ , ____ . <u>00</u> <i>[Total of all Board Member(s) Sponsoring]</i>
Proposed Use of Award <i>Must comply with ARP</i> <i>(be specific on the use):</i> <i>Should address items such as; what, who, when, where, how, etc.?</i>	
Expected Outcome(s) from Award:	

ARP Funds for Economic Impacts Program Application

American Rescue Plan (ARP) Act Checklist

Last updated: 7/26/2021

Ver. 1.02

Requesting Organization:

Individual Submitting Request:

Date of Request:

Overarching Principles	
Describe the need that was caused by COVID-19	
Describe how this cost will meet the need noted above	

ARP Funds for Economic Impacts Program Application

General Process *(Assuming Approval at each step)*

1. Completed Application Submitted
2. Preliminary Administration Review
3. External Auditor (Baker Tilly) ARP Eligibility Review
4. Administration Process Submittal
5. Economic Development Committee Meeting
6. County Board Meeting

Required documents to be submitted to process the Donation.

- ☐ Completed Application (page 1 & 4)
 - General Application (page 1)
 - Sponsorship Amount & Signature(s) (page 4)
- ☐ Narrative for ARP Eligibility (page 2)
- ☐ Signed W-9 form
 - Attachment
- ☐ Invoice with the amount to be granted and the use
 - Attachment

Examples of Eligible Uses of Recovery Funds for Economic Impact (but not limited to)

Small Businesses & Nonprofits

- Grants to mitigate revenue declines, closures (e.g., payroll and benefits support, employee retention, mortgage, rent, utilities, other operating costs)
- Grants, or in-kind assistance to implement prevention or mitigation tactics (e.g., social distancing, enhanced cleaning, barriers or partitions, vaccination, testing, contact tracing)
- Technical assistance, counseling, or other services to assist business planning
- Support for tourism, travel, and hospitality sectors

If additional space is needed, make a note in the section(s), "See attachment"

ARP Funds for Economic Impacts Program Application

BOARD MEMBER(S) APPLICATION SPONSOR(S):					
District #	County Board Member	Checkmark Sponsors	Amount (\$)	Board Member Signature	Date
1	Aaron Booker		\$		
2	Jim Webster		\$		
3	Steve Schultz		\$		
4	Brad Lindmark		\$		
5	Dave Tassoni		\$		
6	Keith McDonald		\$		
7	Paul Arena		\$		
8	John Butitta		\$		
9	Dave Kelley		\$		
10	Joe Hoffman		\$		
11	Kevin McCarthy		\$		
12	Jaime Salgado		\$		
13	Angie Goral		\$		
14	Tim Nabors		\$		
15	Burt Gerl		\$		
16	Jean Crosby		\$		
17	Fred Wescott		\$		
18	Dorothy Redd		\$		
19	Angela Fellars		\$		
20	* VACANT *		\$		

Please Return Application with all necessary documentation to:

**Winnebago County
Regional Planning & Economic Development Department
Attn: Chris Dornbush
404 Elm Street, Room 403
Rockford, Illinois 61101**

***Phone: 815-319-4350
E-mail: cdornbush@wincoil.us***

OVERVIEW FOR AMERICA'S COUNTIES: U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS



On May 10, the U.S. Department of Treasury (Treasury) released an [Interim Final Rule](#), [FAQs](#) and a [fact sheet](#) for a significant portion of the \$362 billion Coronavirus State and Local Fiscal Recovery Fund, established under the [American Rescue Plan Act](#) (ARP) signed into law on March 11 by President Biden.

This specific Interim Rule and related guidance covers the [\\$65.1 billion in direct federal aid to America's counties](#). Later this year, Treasury will release separate guidance for the \$1.5 billion in additional federal aid for public lands counties under Sec. 605 of ARP.

THIS ANALYSIS PROVIDES AN IN-DEPTH OVERVIEW OF THE KEY PROVISIONS WITHIN THE INTERIM FINAL RULE, WITH A SPECIFIC FOCUS ON HOW EACH OF THESE ITEMS MAY IMPACT COUNTY GOVERNMENTS.

This analysis provides an in-depth overview of the key provisions within the Interim Final Rule, with a specific focus on how each of these items may impact county governments. The analysis covers eligibility criteria for the use of funds, compliance and financial reporting, and

key dates for county actions. This report also highlights several key differences between the ARP county aid and the previous county aid under the CARES Act's Coronavirus Relief Fund (CRF), ***especially related to payroll support for public health, public safety and other related staff.***

KEY DATES

- **NOW:** [Treasury portal](#) is now open for counties to register and request Recovery Funds
- **JULY 9, 2021:** Deadline to submit comments on U.S. Treasury's [Interim Final Rule](#)
- **AUGUST 31, 2021:** Deadline for counties to submit first Interim Report to U.S. Treasury
- **OCTOBER 31, 2021:** Deadline for counties to submit first *Quarterly Project and Expenditure Report*
- **DECEMBER 31, 2024:** Funds must be *incurred* and obligated
- **DECEMBER 31, 2026:** Funds must be *expended* to cover obligations and all work must be completed

THIS SPECIFIC INTERIM RULE AND RELATED GUIDANCE COVERS THE \$61.5 BILLION IN DIRECT FEDERAL AID TO AMERICA'S COUNTIES. LATER THIS YEAR, TREASURY WILL RELEASE SEPARATE GUIDANCE FOR THE \$1.5 BILLION IN ADDITIONAL FEDERAL AID FOR PUBLIC LANDS COUNTIES UNDER SEC. 605 OF ARP.

EXECUTIVE SUMMARY:

QUICK GUIDE FOR COUNTY OFFICIALS

1. THE FISCAL RECOVERY FUND WAS ESTABLISHED TO HELP TURN THE TIDE ON THE PANDEMIC, ADDRESS ITS ECONOMIC FALLOUT AND LAY THE FOUNDATION FOR A STRONG AND EQUITABLE RECOVERY.

There are five primary ways – outside of the “lost revenue allowance” – that counties may invest Funds:

- ❑ **Support public health response:** Fund COVID-19 mitigation efforts, medical expenses, behavioral health care and certain county public health, public safety, human services and other related staff
 - ❑ **Address negative economic impacts:** Respond to economic harms to workers, families, small businesses, impacted industries and rehiring of public sector workers (including county staff)
 - ❑ **Replace public sector revenue loss:** Use funds to provide government services to the extent of the reduction in revenue experienced during the pandemic – *this provision allows a much broader use of Funds*
 - ❑ **Premium pay for essential workers:** Offer additional compensation, up to \$13 per hour in additional wages, to those – both county employees and other essential workers in the community – who have faced and continue to face the greatest health risks due to their service. Counties should prioritize low- and moderate-income persons, with additional written justification needed for workers above 150 percent of the residing state’s average annual wage for all occupations or their residing county’s average annual wage, whichever is higher. **Funds can be used retroactively back to January 27, 2020**
 - ❑ **Water, sewer and broadband infrastructure:** Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide unserved or underserved locations with new or expanded broadband access
- COUNTIES HAVE BROAD FLEXIBILITY SO LONG AS THEY CAN DEMONSTRATE THAT THESE ACTIVITIES SUPPORT THE PUBLIC HEALTH RESPONSE OR THAT RECIPIENTS OF THE RECOVERY FUNDS HAVE EXPERIENCED ECONOMIC HARM FROM THE PANDEMIC

2. FUNDS MAY COVER COSTS FROM MARCH 3, 2021 THROUGH DECEMBER 24, 2024

The covered period begins March 3, 2021 and ends on December 31, 2024, with **a few important distinctions and exceptions to the covered period:**

- ❑ Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
- ❑ Funds must be **EXPENDED** with all WORK PERFORMED and COMPLETED by December 31, 2026
- ❑ **Counties may provide premium pay retroactively**, dating back to the start of the public health emergency on January 27, 2020

3. BROAD FLEXIBILITY TO HELP THOSE DISPROPORTIONATELY IMPACTED BY THE COVID-19 PANDEMIC

The Interim Rule states under its first eligible use category – ***responding to public health needs and negative economic impacts from the pandemic*** – that funds must respond to “the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.”

- ❑ Whether it be public health expenses or economic investments, counties have broad flexibility if the county can demonstrate that these activities support the public health response or that recipients of the Recovery Funds have experienced economic harm from the pandemic
- ❑ Additionally, the Interim Rule provides even greater flexibility for Qualified Census Tracts (QCTs) and other communities, households and businesses disproportionately impacted by the pandemic

4. UNDERSTAND THE IMPORTANT DIFFERENCES BETWEEN CARES ACT CORONAVIRUS RELIEF FUND (CRF) AND ARP FISCAL RECOVERY FUND, ESPECIALLY FOR COUNTY EMPLOYEE PAYROLL SUPPORT

Eligible expenses under the CRF are also eligible under the Recovery Fund, ***with two major exceptions:***

- ❑ **New, more restrictive allowance with county payroll support for public health and public safety employees** (See page 13 of this analysis for more information). The CARES Act CRF allows a much broader allowance for county employee payroll support. More narrowly defined, ARP Recovery Funds may be used for “payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19.” Counties may consider public health and public safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency
- ❑ Expenses related to issuing tax-anticipation notes are ***not an eligible expense***

RECOVERY FUNDS ARE MORE RESTRICTIVE THAN THE CARES ACT’S CRF DOLLARS FOR COUNTY PAYROLL SUPPORT. THE INTERIM RULE PLACES NEW, MORE RESTRICTIVE LANGUAGE RELATED TO COUNTY PAYROLL SUPPORT FOR ***PUBLIC HEALTH AND PUBLIC SAFETY EMPLOYEES***

5. USE OF RECOUPED “LOST REVENUE” IS MORE FLEXIBLE THAN OTHER RECOVERY FUND ELIGIBILITY

Counties may use Recovery Funds for the provision of “government services” to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency. The **term “government services” outlines very broad and flexible uses of revenue recoupment funds** outside the standard eligibility requirements outlined in other categories (Public Health Response, Negative Economic Impacts, Premium Pay and Water, Sewer and Broadband Infrastructure) of the Interim Rule. For example, while general infrastructure and economic development investments are not generally eligible under the Fund,

counties may use an amount up to their “lost revenue” amount for these activities. ***However, lost revenue recoupment shall not be used for rainy day or reserve funds, or debt service payments***

6. RECOVERY FUNDS MAY NOT BE USED AS NON-FEDERAL MATCH, UNLESS SPECIFICALLY AUTHORIZED

Recovery Funds shall not be used as the local match for other federal programs (i.e. Medicaid, EDA, EPA Drinking Water and Clear Water State Revolving Funds), unless specifically allowed by the underlying/source federal program. ***It is important to note that counties may use their Funds to match other state and local government allocations of Treasury ARP Recovery Funds, if used within the county***

- ❑ **Under a February 3, 2021 presidential directive, FEMA is authorized to provide 100 percent federal funding for the cost of COVID-related activities** previously determined as eligible, from the beginning of the pandemic (January 27, 2020) to September 30, 2021. In addition, the directive allows FEMA to expand activities eligible for reimbursement from January 21, 2021 until September 30, 2021. Specifically, costs to support the safe opening and operation of eligible schools, child care facilities, health care facilities, non-congregate shelters, domestic violence shelters, and transit systems are now eligible

7. COUNTIES MAY USE RECOVERY FUNDS FOR ROUTINE PENSION COSTS OF EMPLOYEES

Recovery Funds cannot be used for *deposits* into defined benefit pension funds. **HOWEVER**, Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. ***Counties may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use***

8. REHIRING LOCAL GOVERNMENT STAFF TO PRE-PANDEMIC LEVELS

The Interim Final Rule permits the rehiring of public sector staff, including county employees, up to the pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Furthermore, counties may use Recovery Funds toward payroll, covered benefits, and other costs associated with rehiring public sector staff

9. COUNTIES MAY USE RECOVERY FUNDS TO INVEST IN CERTAIN CRITICAL INFRASTRUCTURE PROJECTS

The Interim Rule specifically states that Recovery Funds may support necessary investments in drinking water, waste and stormwater, and high-quality broadband services

- ❑ **For water, stormwater and sewer investments**, the Interim Rule aligns eligible projects with the listing of activities allowed under the Environment Protection Agency’s (EPA) [Clean Water State Revolving Fund](#) and [Drinking Water State Revolving Fund](#)
- ❑ **For broadband investments**, eligible projects ***are intended*** to provide services that meet at least 100 megabits per second upload and download, wherever practicable
- ❑ **General economic development and infrastructure projects**, such as road construction or bridge repair, unrelated to COVID-19 are ***not*** an eligible expense, ***unless funded through a county’s “lost revenue” replacement allowance***

ELIGIBLE EXPENSES

1. SUPPORT PUBLIC HEALTH RESPONSE

INTERIM FINAL RULE: REFERENCES P. 12-23 | RULE DEFINITIONS P. 138-140

*The Interim Final Rule outlines that the Recovery Fund provides resources to “**meet and address these emergent public health needs**, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic.”*

Among the potential uses of funds, the Interim Final Rule outlines:

- **PREVENT AND MITIGATE COVID-19**

Funding a broad range of services and programming for prevention and response to COVID-19, such as:

- ❑ Vaccination programs, including staffing, equipment, supplies, facilities and administrative expenses
- ❑ Testing, monitoring and contact tracing
- ❑ Supporting isolation and quarantine
- ❑ Paid sick and paid family and medical leave to public employees related to COVID-19 compliance
- ❑ Public health surveillance and data system enhancement
 - Case monitoring
 - Vaccination uptake tracking
- ❑ Enforcing public health orders
- ❑ Emergency medical response expenses, including emergency medical transportation related to COVID-19
- ❑ Communication efforts related to COVID-19 vaccination programs and public health orders
- ❑ Purchase PPE and disinfection of public areas and other facilities
- ❑ Prevention and mitigation in congregate living facilities, such as:
 - Nursing homes and skilled nursing facilities
 - Jails and incarceration settings
 - Group living facilities including residential foster care and behavioral health treatment facilities
 - Other key settings like homeless shelters and schools
- ❑ Ventilation improvements in congregate settings, public health facilities or other public facilities
- ❑ Capital investments or adaptations to public facilities such as hospitals or health clinics

QUICK TIP

Under the sections related to responding to the **public health emergency or its negative economic impacts**, it is important to:

- Identify a need or a negative impact of the COVID-19 public health emergency
 - Identify how the county investment would address the identified need or impact
 - Explain how the investment would help the county respond to the disease itself or the harmful economic consequences of the economic disruptions
-

- **COVID-19 TREATMENT AND MEDICAL SERVICES**

Funding to enhance health care capacity to treat and provide care and services for near and long-term medical needs for COVID-19 patients as well as genomic surveillance for COVID-19 variants. This also includes treatment expenses of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome

- **ENHANCE BEHAVIORAL AND MENTAL HEALTH SERVICES**

Funding new or enhanced services that meet behavioral health needs exacerbated by the pandemic, as well as related public health needs, such as:

- ☐ Mental health treatment
- ☐ Substance misuse treatment
- ☐ Hotlines and/or warmlines
- ☐ Crisis intervention services
- ☐ Overdose prevention
- ☐ Infectious disease prevention
- ☐ Behavioral/physical health primary care services

- **SUPPORT LOCAL HEALTH AND SAFETY WORKFORCE**

Funding payroll and covered benefit expenses for the following segments of county workers who, primarily or partially work regularly to mitigate or respond to the COVID-19 emergency:

- ☐ Public safety
- ☐ Public health
- ☐ Health care
- ☐ Human services
- ☐ Other similar employees

- **IMPROVING THE DESIGN AND EXECUTION OF HEALTH AND PUBLIC HEALTH PROGRAMS**

Funding efforts to improve programs addressing the COVID-19 public health emergency through planning and analysis, which includes, **but is not limited to:**

- ☐ Targeted consumer outreach
- ☐ Improvements to data or technology infrastructure
- ☐ Impact evaluation
- ☐ Data analysis

While the CARES Act's Coronavirus Relief Fund (CRF) had much broader allowances for county employee payroll support, ARP Recovery Funds may be used for "payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency."

*For administrative convenience, counties may consider public health and public safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee and their operating unit or division, **"is primarily dedicated to responding to the COVID-19 public health emergency."***

- **ADDRESS DISPARITIES IN PUBLIC HEALTH OUTCOMES**

In recognition of the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, **the Interim Final Rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities.** Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families and populations living in a QCT, or other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency

- **These services include:**

- **Community health workers** who will help residents access health services and resources that address the social determinants of health
- **Public benefits navigators** that help residents navigate and apply for federal, state and local public benefits or services
- **Housing services** that support healthy living environments and neighborhoods that are conducive to mental and physical wellness
- **Lead Paint remediation** or remediation of other lead hazards to reduce elevated blood lead levels in children
- **Evidence-based community violence intervention programs** that will prevent violence and mitigate the increase of violence during the pandemic

- This section **also covers program and service** activities that address:

- **Housing insecurity**, lack of affordable housing or homelessness
- **Impacts of COVID-19 on education**, including new or expanded learning services, assistance to high-poverty school districts, needs of students
- **Childhood health or welfare**, including childcare, home visits by health professionals, parent educators and social service professionals, and services for child welfare-involved families and youth

**SPECIFICALLY, TREASURY WILL PRESUME THAT CERTAIN TYPES OF SERVICES
ARE ELIGIBLE USES WHEN PROVIDED IN A QUALIFIED CENSUS TRACT (QCT),
TO FAMILIES AND POPULATIONS LIVING IN A QCT OR OTHER HOUSEHOLDS,
BUSINESSES OR POPULATIONS DISPROPORTIONATELY IMPACTED BY THE
COVID-19 PUBLIC HEALTH EMERGENCY**

2. ADDRESS NEGATIVE ECONOMIC IMPACTS

INTERIM FINAL RULE: REFERENCES P. 23-44 | RULE DEFINITIONS P. 140-143

ARP provides that funds may be used to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.

- **ASSISTANCE TO HOUSEHOLDS**

Funds may be used to assist households or populations, *preferably* those most disproportionately impacted, by the negative economic impacts of the COVID-19 public health emergency, such as:

- ☐ **Food** assistance
- ☐ **Rent, mortgage or utility** assistance
- ☐ **Counseling and legal aid** to prevent eviction or homelessness
- ☐ **Cash** assistance
- ☐ Emergency **assistance for burials**
- ☐ **Home repairs**, weatherization or other needs
- ☐ **Internet access** or digital literacy assistance
- ☐ **Job training** related to a worker's occupation or level of training impacted by COVID

QUICK TIP

Under this section, the general focus of investments must be to address an economic harm resulting from or exacerbated by the COVID-19 public health emergency.

- **SMALL BUSINESS AND NON-PROFIT SUPPORT**

State, local and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure or mitigate financial hardship resulting from the COVID-19 public health emergency, including:

- ☐ **Loans or grants** to mitigate financial hardship, such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs
- ☐ **Loans, grants, or in-kind assistance** to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs
- ☐ **Technical assistance**, counseling, or other services to assist with business planning needs

FUNDS MAY BE USED TO ASSIST HOUSEHOLDS OR POPULATIONS, PREFERABLY THOSE MOST DISPROPORTIONATELY IMPACTED, BY THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY

- **AID TO IMPACTED INDUSTRIES**

Funds may be used to aid tourism, travel, hospitality, *and other impacted industries* that responds to the negative economic impacts of the COVID-19 public health emergency, such as:

- ☐ Implement COVID-19 mitigation and infection prevention measures to enable safe resumption
- ☐ Improvement to ventilation, physical barriers or partition
- ☐ Signage to facilitate social distancing
- ☐ Provision of masks or PPE
- ☐ Consultation with infection prevention professionals to develop safe reopening plans
- ☐ Activities that support safe reopening of businesses in the tourism, travel and hospitality industries and business districts that were closed during the COVID-19 public health emergency
- ☐ Planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic
- ☐ Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts and tribal development districts operating prior to the pandemic and affected by required closure and other efforts to contain the pandemic

- **REHIRING STATE AND LOCAL GOVERNMENT STAFF, INCLUDING COUNTY EMPLOYEES**

The Interim Final Rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID-19 response, as well as rehiring of public sector staff up to pre-pandemic levels as of January 27, 2020

COUNTIES MAY USE RECOVERY FUNDS TO INCREASE THE NUMBER OF ITS EMPLOYEES UP TO THE NUMBER OF EMPLOYEES, AS OF JANUARY 27, 2020, INCLUDING PAYROLL, COVERED BENEFITS AND OTHER RELATED COSTS

- **ASSISTANCE TO UNEMPLOYED WORKERS**

This includes services like:

- ☐ **Job training** to accelerate rehiring of unemployed workers
- ☐ **Workers unemployed due to the pandemic** or the resulting recession
- ☐ **Workers who were already unemployed** when the pandemic began and remain so due to the negative economic impacts of the pandemic
- ☐ **Individuals who want and are available for work**, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work

FUNDS MAY BE USED TO AID TOURISM, TRAVEL, HOSPITALITY AND OTHER IMPACTED INDUSTRIES THAT RESPONDS TO THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY

- **EXPENSES TO IMPROVE EFFICACY OF ECONOMIC RELIEF PROGRAMS**

Counties may also use Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through:

- ❑ Use of **data analysis**
- ❑ Targeted **consumer outreach**
- ❑ Improvements to **data or technology infrastructure**
- ❑ Impact **evaluations**

- **SERVICES FOR QUALIFIED CENSUS TRACT AND OTHER DISPROPORTIONATELY IMPACTED COMMUNITIES**

In addition to specific services to address health disparities in a QCT (pg. 7 of this analysis), the Interim Rule outlines additional ways Recovery Funds may be used. Funds may be used for certain services when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, by a Tribal government, or to other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency. These services include, *but are not limited to*, the following:

- ❑ **Investments in Housing and Neighborhoods:** Funds may be used to assist households or populations facing negative economic impacts due to COVID-19, such as:
 - **Services to address homelessness** such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals
 - **Affordable housing development** to increase supply of affordable and high-quality living units
 - **Housing vouchers, residential counseling, or housing navigation assistance** to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity

**TREASURY HAS IDENTIFIED A
BROAD RANGE OF SERVICES
THAT ARE ELIGIBLE USES
WHEN PROVIDED IN A
QUALIFIED CENSUS TRACT
(QCT), TO FAMILIES AND
POPULATIONS LIVING IN A QCT
OR OTHER HOUSEHOLDS,
BUSINESSES OR POPULATIONS
DISPROPORTIONATELY
IMPACTED BY THE COVID-19
PUBLIC HEALTH EMERGENCY**

- ❑ **Addressing Educational Disparities:** Funds may also enhance educational supports to help mitigate impacts on students, such as:
 - **New, expanded, or enhanced early learning services**, including pre-kindergarten programs and Head Start
 - **Assistance to high-poverty school districts** to advance equitable funding across districts
 - **Evidence-based educational services** and practices that address the academic needs of students and/or their social, emotional and mental health
 - Services that support **students' social, emotional and mental health**

- ❑ **Promoting Healthy Childhood Environments:** Funds may be used to mitigate increases in economic hardship, material insecurity, and parental stress and behavioral health challenges in families with children, such as:
 - New or expanded **high-quality childcare**
 - **Home visiting programs** to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development
 - **Enhanced services for child welfare-involved families and foster youth** to provide support and training on child development, positive parenting, coping skills or recovery for mental health and substance use challenges


FUNDS MAY BE USED TO MITIGATE INCREASES IN ECONOMIC HARDSHIP, MATERIAL INSECURITY, AND PARENTAL STRESS AND BEHAVIORAL HEALTH CHALLENGES IN FAMILIES WITH CHILDREN

[State and Local Coronavirus Fiscal Recovery Funds \(naco.org\)](https://naco.org/state-and-local-coronavirus-fiscal-recovery-funds)

NACo RESOURCES & MEMBER SUPPORT

COVID-19 RECOVERY CLEARINGHOUSE

In a major victory for America's counties, the State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law by President Biden on March 11. The legislation includes \$55.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities.



State & Local Fiscal Recovery Funds

Find your county's estimated allocation, NACo's legislative analysis and more.

LEARN MORE

American Rescue Plan Act Funding Breakdown

This interactive tool helps navigate the roughly \$1.5 trillion in county-related funding from the American Rescue Plan Act of 2021.

LEARN MORE

COVID-19 Vaccine Distribution

Explore key considerations for counties in COVID-19 vaccine distribution plans.

LEARN MORE

How Can We Help?

Use the form below to ask a question, and NACo staff will respond via email. Please also explore our curated resources, including guidance, FAQs and more:

- Latest Resources
- NACo Recovery Fund FAQs
- Your County's ARP Allocation
- NACo ARPA Analysis

ASK A QUESTION

Share Your Story

How is your county responding to the coronavirus pandemic and driving the recovery in your community? Use the form below to share how your county is using federal relief funds with NACo.

For resources to share your story with local media [click here](#).

SHARE YOUR STORY

NATIONAL ASSOCIATION OF COUNTIES | VERSION UPATED: MAY 24, 2021 | 11

3. PREMIUM PAY FOR ESSENTIAL WORKERS

INTERIM FINAL RULE: REFERENCES P. 40-46, 106 | RULE DEFINITIONS P. 119, 127

Funds may be used by counties to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers within the county to compensate eligible workers for performing essential work.

Recovery Funds may be used by recipients, including counties, to provide premium pay to eligible county workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers within the county to compensate those eligible workers who perform essential work.

- **DEFINING THE CONCEPT OF PREMIUM PAY AND ESSENTIAL WORKERS:** To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the Interim Final Rule defines essential work *as work involving regular in-person interactions or regular physical handling of items that were also handled by others. An individual who teleworked from a residence may not receive premium pay*
- **PREMIUM PAY MAY BE PROVIDED RETROACTIVELY FOR WORK PERFORMED AT ANY TIME SINCE THE START OF THE COVID-19** public health emergency (January 27, 2020), where those workers have yet to be compensated adequately for work previously performed
- **WORKERS THAT ARE ELIGIBLE FOR PREMIUM PAY** include:
 - ❑ Any work performed by an employee of the state, local or tribal government
 - ❑ Staff at nursing homes, hospitals, and home care settings
 - ❑ Workers at farms, food production facilities, grocery stores, and restaurants
 - ❑ Janitors and sanitation workers
 - ❑ Truck drivers, transit staff and warehouse workers
 - ❑ Public health and safety staff
 - ❑ Childcare workers, educators and other school staff
 - ❑ Social service and human services staff
- **PREMIUM PAY DEFINITION:** Premium pay means an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker
- **TREASURY URGES COUNTIES TO PRIORITIZE PREMIUM PAY FOR LOW- AND MODERATE-INCOME PERSONS:** Counties should prioritize low- and moderate-income persons, with additional written justification needed for essential workers above 150 percent of the residing state's average annual wage for all occupations or their residing county's average annual wage, whichever is higher

PREMIUM PAY MAY BE PROVIDED RETROSPECTIVELY FOR WORK PERFORMED AT ANY TIME SINCE THE START OF THE COVID-19 PUBLIC HEALTH EMERGENCY – JANUARY 27, 2020

4. PAYROLL EXPENSES FOR PUBLIC HEALTH & PUBLIC SAFETY EMPLOYEES

INTERIM FINAL RULE: REFERENCES P. 20-21 | RULE DEFINITIONS P. 140

*Covering payroll and benefits for public safety and public health employees **is more restrictive than what was allowed under the CARES Act's Coronavirus Relief Fund.***

As stated in the Interim Rule, Recovery Funds may be used for payroll and covered benefits as follows:

- **PAYROLL AND COVERED BENEFITS EXPENSES** for county public safety, public health, health care, human services and similar employees *to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency*
- Support the payroll and covered benefits for the portion of the **EMPLOYEE'S TIME THAT IS DEDICATED TO RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY**
- **FOR ADMINISTRATIVE CONVENIENCE**, counties may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency
- Recipients may reconsider and assess the **EXTENT AN EMPLOYEE, DIVISION OR OPERATING UNIT IS ENGAGED IN ACTIVITIES THAT RESPOND TO COVID-19**. A recipient can provide payroll records, attestations from supervisors/staff or regular work product or correspondence demonstrating work on COVID-19 response. **Counties DO NOT need to routinely track staff hours at the employee level**

The table below highlights the key differences between ARP and CARES Act guidance as it relates to **payroll and covered benefits for public health and public safety employees**:

ARP FISCAL RECOVERY FUND GUIDANCE	CARES ACT CRF GUIDANCE
<ul style="list-style-type: none">• Funds may be used for payroll/benefits for public, safety, public health, health care, human services and similar employees• Funds can be used to support the payroll/benefits for the portion of the employee's time that is dedicated to responding to COVID-19• Counties may consider public health/safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency.	<ul style="list-style-type: none">• As a matter of administrative convenience in light of the emergency nature of this program, a state, territorial, local or tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise• All costs of such employee may be covered using payments from the Fund

5. REPLACE PUBLIC SECTOR REVENUE LOSS

INTERIM FINAL RULE: REFERENCES P. 51-60, 118-119 | RULE DEFINITIONS P. 135, 143-144

Counties may use Fiscal Recovery Funds for the provision of “government services” to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.

Counties may use Recovery Funds for the provision of “government services” to the **extent of the reduction in revenue experienced due to the COVID-19 public health emergency**. This means that the amount determined as “lost revenue” may be used for most regular government purposes, ***except for activities such as rainy day or reserve funds and for debt service payments.***

The Interim Final Rule implements these provisions by establishing a definition of “general revenue” for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID-19 public health emergency.

- **DEFINITION OF GENERAL REVENUE**

Based on Census Bureau’s definition and includes revenue from taxes, current charges, miscellaneous general revenue, and intergovernmental transfers between state and local governments (*Note: definition excludes federal intergovernmental transfers to counties including CARES Act funding*)

- ☐ Excludes other correction transactions proceeds from issuance of debt or the sale of investments, agency or private trust transactions and revenue generated by utilities, intergovernmental transfers from the federal government (federal transfers made to a state/locality)

- **DEFINITION OF GOVERNMENT SERVICES**

Government Services included, **but are not limited to:**

- ☐ Maintenance or pay-go pay-go funded building of **infrastructure, including roads**
- ☐ Modernization of **cybersecurity**, including hardware, software, and protection of critical infrastructure
- ☐ **Health** services
- ☐ **Environmental** remediation
- ☐ **School or educational** services
- ☐ Provision of **police, fire, and other public safety services**

RECOVERY FUNDS USED TO REPLACE “REVENUE LOSS” ARE FLEXIBLE AND MAY BE USED FOR A BROAD RANGE OF GOVERNMENT SERVICES, PROGRAMS AND PROJECTS OUTSIDE OF TYPICAL ELIGIBLE USES OF RECOVERY FUNDS UNDER THE INTERIM RULE. **HOWEVER, REVENUE RECOUPMENT CANNOT BE USED FOR RAINY DAY FUNDS OR DEBT SERVICE PAYMENTS**

- **REQUIREMENTS WHEN CALCULATING REVENUE LOSS**

When calculating revenue loss, a county must adhere to the following guidelines:

- ❑ Recipients should calculate revenue on an **entity-wide basis** (*i.e. county government-wide basis*)
- ❑ Recipients **cannot use pre-pandemic projections** as a basis to estimate the reduction in revenue
- ❑ Recipients should (*i.e. may*) calculate the extent of the reduction in revenue as of four points in time:
 - December 31, 2020
 - December 31, 2021
 - December 31, 2022, and
 - December 31, 2023

- **STEPS FOR CALCULATING LOST REVENUE**

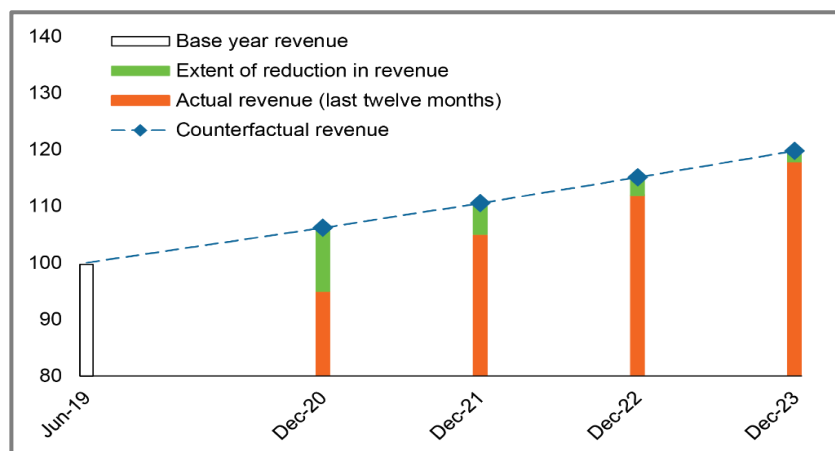
1. Identify revenues collected in the **most recent full fiscal year prior to the public health emergency (i.e. January 27, 2020)**, called the **base year revenue**. In calculating revenue, recipients should sum across all revenue streams covered as general revenue

2. **Estimated counterfactual revenue**, which is equal to base year revenue:

$[(1 + \text{growth adjustment})^{(n/12)}]$, where n is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient's average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency

3. **Identify actual revenue**, which equals revenues collected over the past 12 months of the calculation date
4. The extent of the reduction in revenue is equal to *counterfactual revenue* less than *actual revenue*. If actual revenue exceeds counterfactual revenue, **the extent of the reduction in revenue is set to zero for that calculation date**

THE OVERALL METHODOLOGY FOR CALCULATING THE REDUCTION IN REVENUE IS ILLUSTRATED IN THE FIGURE, AT RIGHT:



6. WATER & SEWER INFRASTRUCTURE

INTERIM FINAL RULE: REFERENCES P. 62-68 | RULE DEFINITIONS P. 144

To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors. The Interim Final Rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems.

To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors. The Interim Final Rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems.

The Interim Final Rule does this by aligning eligible uses of the Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environment Protection Agency's (EPA) [Clean Water State Revolving Fund](#) and [Drinking Water State Revolving Fund](#).

- **CLEAN WATER (SRF) PROJECTS**

The CWSRF provides financial assistance for a wide range of water infrastructure projects to **improve water quality and address water pollution** in a way that enables each state (or county) to address and prioritize the needs of their populations

- ❑ The types of projects eligible for **Clean Water SRF assistance** include:

- Projects to construct, improve and repair **wastewater treatment plants**
 - Control **non-point sources** of pollution
 - **Improve resilience** of infrastructure to severe weather events
 - Create **green infrastructure**
 - **Protect waterbodies** from pollution

- ❑ Under the Clean Water SRF, each of the 51 State programs normally have the flexibility to direct funding to their particular environmental needs, and each state may also have its own statutes, rules and regulations that guide project eligibility. ***With the Recovery Fund, the intent of the Interim Final Rule is outline the list of eligible projects that a county may consider for investment***

THE INTERIM RULE ALIGNS ELIGIBLE
USES OF RECOVERY FUNDS FOR WATER
& SEWER INFRASTRUCTURE WITH
PROJECTS THAT ARE ELIGIBLE TO
RECEIVE FINANCIAL ASSISTANCE
NORMALLY THROUGH EPA'S CLEAN
WATER SRF & DRINKING WATER SRF

- **DRINKING WATER (SRF) PROJECTS**

The primary use of DWSRF funds is to assist communities in making **water infrastructure capital improvements**, including the installation and replacement of failing treatment and distribution systems. In administering these programs, counties must give priority to projects that:

- ❑ Ensure compliance with applicable health and environmental safety requirements
- ❑ Address the most serious risks to human health
- ❑ Assist systems most in need on a per household basis according to State affordability criteria

- **OTHER ELIGIBLE USES OF RECOVERY FUNDS**

include projects related to:

- ❑ Stormwater runoff
- ❑ Water pollution
- ❑ Flood control
- ❑ Green infrastructure that support stormwater resiliency, including rain gardens and green streets

- **As stated in Treasury's Recovery Fund FAQ document, the National Environmental**

Policy Act (NEPA) does not apply to

Treasury's administration of funds.

However, projects supported with payments from the Fund may still be subject to NEPA

review ***if they are also funded by other federal financial assistance programs***

- The Interim Rule **"encourages"** counties to ensure that water, sewer, and broadband projects **use strong labor standards**, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions
-

HOW COUNTIES INVEST IN AMERICA'S INFRASTRUCTURE SYSTEM

\$22.6 BILLION

in sewage and waste
management



\$134 BILLION

in infrastructure,
including maintaining and
operating public works

7. BROADBAND INFRASTRUCTURE

INTERIM FINAL RULE: REFERENCES P. 69-77 | RULE DEFINITIONS P. 145

Recognizing the need for such connectivity, Recovery Funds may be used by state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.

The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare and work. Recognizing the need for such connectivity, the ARPA provides funds to state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.

Additional guidance and requirements around use of Recovery Funds for broadband infrastructure are as follows:

- ❑ **Unserved and underserved households:** Funds may be used to make necessary investments in broadband infrastructure aimed at “unserved or underserved” communities. Treasury defines unserved and underserved at speeds below 25 Mbps download and 3 Mbps upload
- ❑ **Eligible projects are expected to meet or exceed symmetrical upload and download speeds of 100 Mbps.** However, in instances where required speeds cannot be achieved (due of the geography, topography, or excessive costs), the affected project would be expected to meet or exceed 100 Mbps download with a minimum of 20 Mbps upload with scalability to a symmetrical minimum of 100 Mbps
- ❑ **U.S. Treasury used the [Federal Communication Commission’s \(FCC\) Broadband Speed Guide](#)** to determine appropriate speed requirements for all eligible projects

THE INTERIM FINAL RULE
PROVIDES THAT ELIGIBLE
INVESTMENTS IN
BROADBAND ARE THOSE
THAT ARE DESIGNED TO
PROVIDE SERVICES
MEETING ADEQUATE
SPEEDS AND ARE
PROVIDED TO UNSERVED
AND UNDERSERVED
HOUSEHOLDS AND
BUSINESSES

8. INELIGIBLE EXPENSES

INTERIM FINAL RULE: REFERENCES P. 78-97 | RULE DEFINITIONS P.134-135, 145-147

Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use.

The Interim Final Rule outlines identifies **several ineligible uses of Recovery Funds**, including:

- **PENSION FUNDS**

Funds shall not be used for **“extraordinary” deposits** into a defined pension fund

- ☐ **HOWEVER**, Treasury defines a “deposit” as an *extraordinary contribution* to a pension fund for the purpose of reducing an accrued, unfunded liability. **Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use**

- **NET REDUCTION IN TAX REVENUE (LIMITED TO STATES AND TERRITORIES)**

If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from a source(s) other than the Recovery Fund (***Note: This provision does not apply to counties***)

- **OTHER RESTRICTIONS** include:

- ☐ **Using funds for non-federal match** when barred by another federal regulation or statute, including EPA’s Clean Water SRF, Drinking Water SRF, Economic Development Administration or Medicaid
 - ***See note on page 4 related to presidential order on FEMA’s state and local cost-share waiver***
- ☐ **Funding debt service**, including costs associated with tax anticipation notes (TANs) or issuing short-term revenue (***Note: This is different than the CARES Act CRF, which allowed use of funds for TANs***)
- ☐ **Legal settlement** or judgements
- ☐ **Deposits to rainy day funds** or financial reserves
- ☐ **General infrastructure** spending outside of water, sewer and broadband investments or above the amount allocated under “revenue loss” recoupment provision
- ☐ **General economic development or workforce development activities**, unless they directly address negative economic impacts of the public health emergency or related to the “revenue loss” provision

OUTSIDE OF WATER, SEWER, BROADBAND AND FACILITY UPGRADES RELATED TO COVID-19 RESPONSE AND MITIGATION, GENERAL INFRASTRUCTURE AND ECONOMIC DEVELOPMENT PROJECTS, SUCH AS NEW JAILS, ROADS AND BRIDGES AND BUSINESS PARKS, ARE PROHIBITED. **HOWEVER, COUNTIES MAY USE THE PORTION OF THEIR “REVENUE LOSS” RECOUPMENT FOR THESE TYPES OF INVESTMENTS**

9. REPORTING REQUIREMENTS

INTERIM FINAL RULE: REFERENCES P. 110-112 | RULE DEFINITIONS P. 137

Counties are required to submit an Interim Report, Quarterly Project and Expenditure Reports, and Annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.

- **INTERIM REPORTS**

Counties are required to submit one Interim Report, which will include the county's expenditures by category at the summary level

- ☐ The Interim Report will cover spending from the date the county receives Funds to July 31, 2021
- ☐ ***The Interim Report is due by August 31, 2021***
- ☐ This report will be similar to that of the CARES Act Coronavirus Relief Fund
- ☐ *Treasury will release additional guidance on this report in the coming weeks*

- **QUARTERLY PROJECT AND EXPENDITURE REPORTS**

Counties are required to submit quarterly project and expenditure reports, including financial data, information on contracts and subawards over \$50,000 and other information regarding utilization of funds

- ☐ First report will cover spending from the date the county receives Funds to September 30, 2021
- ☐ ***First report is due by October 31, 2021***
- ☐ These reports will be similar to CARES Act Coronavirus Relief Fund

- **RECOVERY PLAN PERFORMANCE REPORTS**

Counties above 250,000 population are required to submit an Annual Recovery Plan Performance Report, including descriptions of projects funded and information on performance indicators and objectives of each award

- ☐ Initial recovery plan will cover activity from the date the county receives Recovery Funds to July 31, 2021
- ☐ Local governments *(including counties)* ***with less than 250,000 residents are not required*** to develop a Recovery Plan Performance Report
- ☐ *Recovery performance plan is due by August 31, 2021 for counties above 250,000 population*

**COUNTIES BELOW 250,000
POPULATION ARE NOT
REQUIRED TO SUBMIT AN
ANNUAL RECOVERY PLAN
PERFORMANCE REPORT**

10. KEY DEFINITIONS

INTERIM FINAL RULE: RULE DEFINITIONS P. 130-151

Treasury provides a list of definitions in the Interim Final Rule, which are essential to understand and comply with the eligible uses and requirements of Recovery Funds.

1. **COUNTY:** County, parish or other equivalent county division (i.e. Borough in Alaska)
2. **COVERED BENEFITS:** The costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes). *(NOTE: This is an important definition linked to the exemption for pensions related to county payroll support for their employees)*
3. **COVERED PERIOD:** Begins on March 3, 2021 and ends on December 31, 2024. Counties must adhere to the parameters of the covered period just as States and territorial governments. However, there are exceptions to the covered period:
 - ☐ Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
 - ☐ Funds must be **EXPENDED** with all WORK PERFORMED and COMPLETED by December 31, 2026
 - ☐ **Counties may provide premium pay retroactively**, dating back to the start of the public health emergency on January 27, 2020
4. **DEPOSIT:** Extraordinary payment of an accrued, unfunded liability. The term *deposit* does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs
5. **ELIGIBLE EMPLOYER:** An employer of an eligible worker who performs essential work
6. **ELIGIBLE WORKER:** Workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; **any work performed by an employee of a State, local, or Tribal government**; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup

work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID-19 response

- ❑ **With respect to a county recipient**, workers in any additional sectors as **each chief executive officer** of such recipient (*i.e. county government*) may designate as critical to protect the health and well-being of the residents of their county

7. **ESSENTIAL WORK:** Work that is not performed while teleworking from a residence and involves regular in-person interactions with patients, the public or coworkers of the individual that is performing the work **OR** regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work
8. **GENERAL REVENUE:** Money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the federal government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue
9. **NON-PROFIT:** Non-profit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code
10. **PREMIUM PAY:** An amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency (*i.e.* since January 27, 2020). Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:
 1. With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset or other diminishment of the eligible worker's previous, current or prospective wages or remuneration, **or**
 2. With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset or other diminishment of the workers' current and prospective wages or remuneration
11. **SMALL BUSINESS:** A business concern or other organization that: (1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small

Business Administration for the industry in which the business concern or organization operates, and (2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632)

12. **PENSION FUND:** Defined benefit plan and does not include a defined contribution plan
13. **RECIPIENT:** A state, territory, tribal government, metropolitan city, nonentitlement unit of local government, county, or unite of general local government that receives a payment made under section 602(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act
14. **REPORTING YEAR:** The Interim Final Rule defines “reporting year” as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases (“in-year” value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term “reporting year” refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021
15. **UNSERVED AND UNDERSERVED HOUSEHOLD OR BUSINESS:** One or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed

[CLICK HERE TO SUBMIT QUESTIONS TO THE NACO STAFF](#)
[CLICK HERE TO SUBMIT YOUR COUNTY INVESTMENT EXAMPLES](#)

How Can We Help?

Use the form below to ask a question, and NACo staff will respond via email. Please also explore our curated resources, including guidance, FAQs and more.

- Latest Resources
- NACo Recovery Fund FAQs
- Your County's ARP Allocation
- NACo ARPA Analysis

ASK A QUESTION

Share Your Story

How is your county responding to the coronavirus pandemic and driving the recovery in your community. Use the form below to share how your county is using federal relief funds with NACo.

For resources to share your story with local media [click here](#).

SHARE YOUR STORY

10. APPENDIX: EXAMPLES OF ELIGIBLE USES OF RECOVERY FUNDS

PUBLIC HEALTH		
COVID-19 response <ul style="list-style-type: none"> • Vaccination programs • Medical care • Testing • Contact tracing • Isolation and quarantine • Medical or public health access for vulnerable populations • Public health surveillance • Public health order enforcement • Public communication • Health care capacity enhancement • Capital investments in mitigation tactics in public facilities 	<ul style="list-style-type: none"> • Personal protective equipment (PPE) purchases • Prevention and mitigation in congregate living facilities and schools • Ventilation improvements in congregate and health care settings • Public health data system enhancements 	Behavioral health <ul style="list-style-type: none"> • Mental health treatment • Substance misuse treatment • Crisis intervention • Outreach to promote access to health and social services Payroll <ul style="list-style-type: none"> • Public health, health care, human services, public safety, and others who work on COVID-19 response • Payroll and benefit costs for employees or units/divisions primarily dedicated to COVID-19 response

ECONOMIC IMPACTS	
Households <ul style="list-style-type: none"> • Food assistance, rent, mortgage, utilities • Counseling and legal aid to prevent eviction or homelessness • Cash assistance • Burial assistance • Survivor's benefits • Home repairs and weatherization • Internet access or digital literacy assistance • Job training to address negative economic or public health impacts Public Sector <ul style="list-style-type: none"> • Rehiring public sector staff up to pre-pandemic levels • Replenishing unemployment insurance (UI) trust funds up to pre-pandemic levels • Building internal capacity to implement economic relief programs, with investments in data analysis, targeted outreach, 	Hardest-hit Communities <ul style="list-style-type: none"> • Limited to spending within a Qualified Census Tract, families living in Qualified Census Tracts, other populations, households, or geographic areas disproportionately impacted by the pandemic • Community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs • Services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity • New or expanded early learning services, additional resources for high-poverty school districts, educational services like tutoring or afterschool programs and services to address social, emotional, and mental health needs • New or expanded high quality child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth

technology infrastructure, and impact evaluations	Small Businesses & Nonprofits <ul style="list-style-type: none"> Loans or grants to mitigate revenue declines, closures (e.g., payroll and benefits support, employee retention, mortgage, rent, utilities, other operating costs) Loans, grants, or in-kind assistance to implement prevention or mitigation tactics (e.g., social distancing, enhanced cleaning, barriers or partitions, vaccination, testing, contact tracing) Technical assistance, counseling, or other services to assist business planning Support for tourism, travel, and hospitality sectors
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REVENUE LOSS
<ul style="list-style-type: none"> Broad latitude to support government services, up to the amount of the lost revenue Includes revenue from taxes, current charges, and miscellaneous general revenue Calculated at four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023 Upon receiving payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020 Excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts Includes intergovernmental transfers between state and local governments, but excludes transfers from the federal government Recipients must calculate revenue on an entity-wide basis rather than a source-by-source basis Includes current charges that would be included in the Census Bureau's definition of state or local government general revenue from own sources, such as revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities

PREMIUM PAY FOR ESSENTIAL WORKERS
<ul style="list-style-type: none"> Any work performed by an employee of the state, local or tribal government Staff at nursing homes, hospitals, and home-care settings Workers at farms, food production facilities, grocery stores, and restaurants Janitors and sanitation workers Public health and safety staff Truck drivers, transit staff, and warehouse workers Child care workers, educators, and school staff Social service and human services staff Retrospective and prospective premium pay permissible Staff working for third-party contractors in eligible sectors

WATER & SEWER INFRASTRUCTURE

- Drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines
- Wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works
- Projects that address the impacts of climate change
- Aligns eligible projects with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund
- Encourages projects to use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions

BROADBAND INFRASTRUCTURE

- Investments in areas that are currently unserved or underserved (i.e., lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload)
- Prioritize projects that achieve last-mile connections to households and businesses
- Projects that deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, *unless impracticable due to topography, geography, or cost*
- Fiber optic investments



STRONGER COUNTIES. STRONGER AMERICA.

National Association of Counties
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Washington, D.C. 20001
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linkedin.com/company/NACoDC



Resolution Executive Summary

Committee Date: Tuesday, February 15, 2022

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Electing To Opt-In To The Illinois Electronics Recycling Program For Program Year 2023

County Code: NA

Board Meeting Date: Thursday, February 24, 2022

Budget Information:

Was item budgeted? NA	Appropriation Amount: \$
If not, explain funding source:	
ORG - OBJ - Project Code:	Budget Impact: None - Budgeted

Background Information:

Winnebago County has voluntarily participated since 2019 (program inception) in the State of Illinois, Consumer Electronics Recycling Act (CERA), Program. The County does have the option to withdraw from participating in the Program at any time, if the Board were to desire to. The CERA Program requires manufacturers to financially support the recycling of electronic waste as specified by the program (Examples: TV's, Computers & Monitors, Printers, DVD Players, VCRs, Electronic Keyboards, Fax Machines, Scanners, etc.). The County has aligned with Keep Northern Illinois Beautiful (KNIB) who is a recycling expert in Winnebago County and oversees the operation/management of this. KNIB is a third party in this arrangement and have successfully run this program with the County assisting us by handling this service and simultaneously lessening the cost that the County would otherwise have to occur.

<https://www2.illinois.gov/epa/topics/waste-management/electronics-recycling/Pages/default.aspx>

Recommendation:

Administration and the County Board has supported this initiative since 2019. More recently the Board approved Resolution 2020-CR-026 for FY-2021 and 2021-CR-027 for FY-2022. This Resolution is to continue to voluntarily opt-in to this Program for calendar year 2023. This effort helps reduce costs that would otherwise become financial burdens to other County Departments.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Keeping Northern Illinois Beautiful (KNIB) & County Staff provide updates to the Economic Development Committee periodically on this topic, typically on an annual basis.

Regional Planning & Economic Development Department

404 Elm Street, Rm 403, Rockford, IL 61101 | www.wincoil.us

Phone: (815) 319- 4350 | E-mail: buildingdept@wincoil.us

SPONSORED BY: FRED WESCOTT

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2022 CR _____

**RESOLUTION ELECTING TO OPT-IN TO THE ILLINOIS ELECTRONICS
RECYCLING PROGRAM FOR PROGRAM YEAR 2023**

WHEREAS, the State of Illinois adopted the Consumer Electronics Recycling Act (the “Act”) in 2018, recognizing that many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed; and

WHEREAS, the State also acknowledged that consumer electronic products contain metals, plastics, glass, and other potentially valuable materials, which can be reused and recycled to conserve natural resources and energy; and

WHEREAS, the State determined that manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products as the cost burden of collecting and processing these items for reuse and recycling would be significant for Illinois counties and municipalities; and

WHEREAS, the Act requires manufacturers to provide a manufacturer e-waste program to transport and recycle residential covered electronic devices collected at, and prepared for transport from, program collection sites; and

WHEREAS, counties and municipalities that wish to participate in the e-waste program must opt-in to the program by March 1 of each year and provide collection sites for the covered electronic devices; and

WHEREAS, the County of Winnebago desires to continue the partnership with Keep Northern Illinois Beautiful, which has been in place since program year 2019 to provide collection sites for covered electronic devices.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, that the County of Winnebago elects to opt-in to the Illinois Electronics Recycling Program for Program Year 2023.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby directed to prepare and deliver copies of this resolution to the Winnebago County Director of Regional Planning and Economic Development and the County Administrator.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

, CHAIRMAN

, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

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

ATTESTED BY:

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

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



FREQUENTLY ASKED QUESTIONS – COUNTY INFORMATION

ILLINOIS ELECTRONICS RECYCLING PROGRAM

What is the Illinois Electronics Recycling Program?

The Consumer Electronics Recycling Act (CERA) establishes a statewide system for recycling and/or reusing a specific set of electronic devices (CEDs) from Illinois residences. CERA requires CED manufacturers to financially support the recycling of collected CEDs.

What are the covered electronic devices that manufacturers are responsible for recycling?

Computers	DVD Recorders	Electronic Mice
Computer Monitors	VCRs	Small-Scale Servers
Televisions	Video Game Consoles	Portable Digital Music
Printers	Digital Converter Boxes	Players (Memory Capability
FAX Machines	Cable Receivers	& Battery Powered)
Scanners	Satellite Receivers	
DVD Players	Electronic Keyboards	

What about the electronic devices that the manufacturers do not have to recycle?

Individual collectors may decide to accept non-CEDs, such as cell phones, microwaves, and other common household devices that have an electronic component. Collectors must separate any accepted non-CEDs from the collected CEDs before those items are removed from the collection site. Collectors may be charged a fee by their recycler to cover the cost of recycling non-CEDs.

What is the benefit for a county to participate in the Illinois Electronics Recycling Program?

The Illinois Electronics Recycling Program provides residents of participating counties an environmentally safe outlet for their unwanted CEDs and helps prevent open dumping of electronics.

What does a county need to do to participate in the next program year?

Submit a completed Opt-In Form to the Illinois EPA and the designated manufacturer representative by March 1 of the preceding program year. The Opt-In Form should include a list of proposed collection locations that are likely to be available to support an electronics recycling site or event during the next program year.

What is the county responsible for if it opts-in to the program?

Participating counties are awarded a certain number of sites based upon population density, this is broken down below. The county will work with the manufacturer electronics recycling program contact to determine the specific collection sites or events for the upcoming program year. [Section 1-45 of CERA](#) outlines the additional responsibilities for counties that operate their own collection sites.

Population Density (individuals/sq. mile)	Minimum # of Sites*
0-249	1
250-499	2
500-749	3
750-999	4
1000-4999	5
5000+	15
*One site is equivalent to four one-day events	
Note: Municipality with over 1,000,000 residents receives 10 additional sites (located in that municipality)	

Will the county have to absorb any costs?

This depends if the county acts as a collector. Counties that hire a third party to collect CEDs will likely have to absorb the third party's costs. These expenses may be covered or minimized by the fees that collectors can charge for accepting televisions and monitors.

Counties that serve as collectors are primarily responsible for staffing, equipment (forklift, forklift operator, pallet jack, etc.), and advertising. Under these circumstances, electronics manufacturers provide the county packaging and shipment materials, bulk transportation, and recycling of collected CEDs. The county may be assessed a prorated transportation fee if loads of transported CEDs do not average 18,000 pounds.

Counties can keep costs low by working with local departments to staff sites or events. Contact your ILCSWMA Regional Representative to see if they have any other ideas that have worked in the past.

ILCSWMA Northern Region Representative – Pete Adrian – padrian@swalco.org or 847-377-4952

ILCSWMA Central Region Representative – Chad Braatz – chad.braatz@cityofmonmouth.com – 309-255-5075

ILCSWMA Southern Region Representative – Andi Yancey – anyancey@co.madison.il.us – 618-296-4616

Will counties be charged any fees by electronics recyclers?

CERA does not include any recycler fees. The Illinois EPA recommends that counties contact their recycler to determine if they have an independent fee schedule.

How many people are needed to staff a site or event? What if a county does not have any staff for these sites or events?

Site staffing may vary based on county size. Depending upon the population density within a county, a single staff member for a site may suffice. However, staffing a site is more predictable than an event. Event staffing can vary depending upon several factors, including frequency of event, weather, and advertising. Counties should discuss staffing numbers with their recycler or ILCSWMA Regional Representative as they may have experience with organizing electronics recycling events.

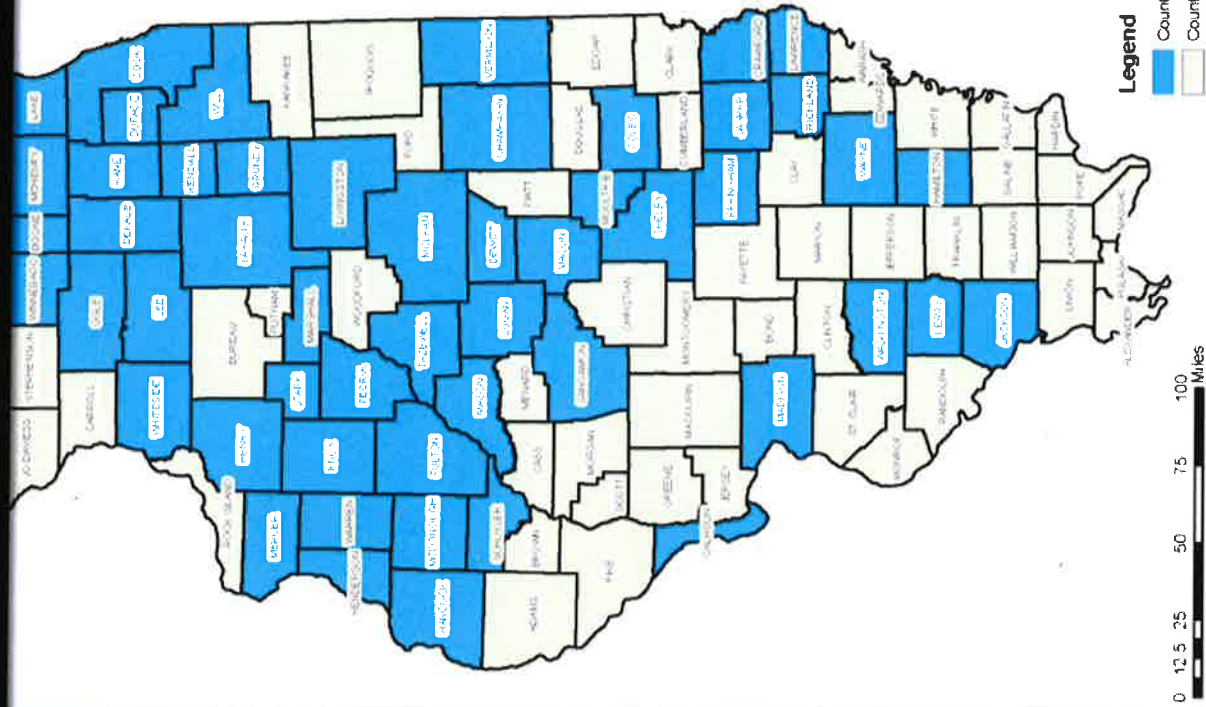
Volunteers can be used if the county does not have enough staff for these sites or events. Volunteers should receive sufficient training that covers safety, sorting, and packaging prior to the event. Also, an individual with experience is recommended to provide expertise on the sorting, packaging and loading of the collected material.

What are the benefits and limitations of selecting collection sites or one-day collection events?

	Benefits	Limitations
Collection Site	<ul style="list-style-type: none">• Continued availability for resident drop-off• Predictable schedule• May operate with single employee• County control over recycler pick-ups	<ul style="list-style-type: none">• Dedicated location• Dedicated staff
One-day Event	<ul style="list-style-type: none">• Flexible location options (may use an empty parking lot)• Staff only required for one day	<ul style="list-style-type: none">• Limited availability to residents• Unpredictable (weather, number of incoming devices)• Less control over ability to meet 18,000 gross pound transportation requirement

What can a county expect after opting-in?

Participating counties should be contacted by a manufacturer program contact after opting-in to the Illinois electronics recycling program. The manufacturer program contact will work with participating counties to identify the collection sites or events that will be listed in the manufacturer program plan and connect the counties with assigned recyclers. These contacts should take place before July 1, when the manufacturer program plan is due to the Illinois EPA.



ELECTRONICS \neq TRASH

But why?

It is illegal for these devices to go into a landfill.

Electronics contain hazardous materials and we need to protect our environment from these materials entering into our land and water.



Valuable and precious metals can also be found in these devices, like gold, silver, copper, zinc, aluminum, platinum, nickel, cobalt, etc.

Find a collection location near you at: bit.ly/recycleil



Illinois County and Municipal Joint Action Agency Opt-In Form Illinois Electronics Recycling Program

Note: One application per county. To be submitted by County or Municipal Joint Action Agency.

Program Year 2023 (Due March 1, 2022)

County or Municipal Joint Action Agency Information

Name of County or
Municipal Joint Action Agency: Winnebago County

Street Address (line 1): 404 Elm St.

(line 2): _____

City: Rockford

Zip Code: 61101

County: Winnebago

Contact Information

First Name: Chris

Last Name: Dornbush

Title: Director of Development Services

Direct Phone: 815-319-4367

Email: cdornbush@wincoil.us

Proposed Collection Sites and/or Events

Pursuant to 415 ILCS 151/1-15 of the Consumer Electronics Recycling Act, counties and municipal joint action agencies that elect to participate are allotted a certain number of collection sites dependent upon the population density within their jurisdiction. Please list all of the recommended locations for permanent sites or one-day events in program year 2023. (Should additional locations be needed, click on the button provided to add more fields.)

Note: Sites and events must be located within the participating county or municipal joint action agency.

These sites are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

☒ Site ☐ Event

Operator of Site or Event: Keep Northern Illinois Beautiful

Street Address of Location: 4665 Hydraulic Rd.

City: Rockford

Zip Code: 61109

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Tuesday from 2:00pm to 5:00pm
Saturdays from 9:00am to 12:00pm

Has this site or event operated in a previous program year? ☒ Yes ☐ No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-Trailer pick-ups, Forklift or pallet jack for loading.

Estimated Annual CED Collection (pounds): 500,000

☒ Site ☐ Event

Operator of Site or Event: Keep Northern Illinois Beautiful

Street Address of Location: 8409 N. 2nd St.

City: Machesney Park

Zip Code: 61115

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Wednesdays 2:00pm to 5:00pm
Saturdays 9:00am to 12:00pm

Has this site or event operated in a previous program year? ☒ Yes ☐ No

If so, please enter the following information.

Collection Site Contact Name: Pamela Osborne

Collection Site Contact Phone: 815-637-1343

Contact Email: pam@knib.org

Description of Current/Past Services (e.g. semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading):

Semi-trailer pick-ups, box truck pick-ups, need forklift or pallet jack for loading

Estimated Annual CED Collection (pounds): 300,000

☐ Site ☒ Event

Operator of Site or Event: Keep Northern Illinois Beautiful

Street Address of Location: South Beloit area

City: South Beloit

Zip Code: 61080

County: Winnebago

Collection site limitations (e.g. residency requirements, operational limitations relating to bulk pickup, etc.), if any:

Planning to host the event 4 times on a Saturday, 9:00am to 2:00pm

Has this site or event operated in a previous program year? ☐ Yes ☒ No

Recommended Recycler

Please identify the **recommended** recycler to be used for program year 2023. (Should additional recyclers be needed, click on the button provided to add more fields.)

Note: These recyclers are recommendations and not guaranteed to be included in the manufacturer e-waste program plan.

Name of Recycler: Universal Recycling Technologies, LLC (URT)

Street Address: 535 Beloit Ave

City: Janesville

Zip Code: 53546

County: Rock County

Direct Phone: 608-754-3400

Email: SPfeiffer@urtsolutions.com

Certification of Authorized Government Official

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

By signing this form, you are certifying that the information on this form is accurate.

Name: Patrick Thompson

Title: County Administrator

Phone: 815-319-4062

Email: pthompson@wincoil.us

Signature

Date

When complete, please print, sign, scan, and email this form to:

EPA.Recycling@illinois.gov and info@ilclearinghouse.org

All collectors and their vendors are subject to audits by manufacturer programs authorized under 415 ILCS 151/1-30.

For more information on the Illinois Manufacturer's E-Waste Program, please visit:

www2.illinois.gov/epa/topics/waste-management/electronics-recycling

Illinois Electronics Recycling Program



**Illinois Environmental
Protection Agency**

Introduction

The Illinois Statewide Electronics Recycling Program began on January 1, 2012 under the Electronics Products Recycling & Reuse Act (EPRRA). On January 1, 2019, the Consumer Electronics Recycling Act (CERA) replaced EPRRA as the statutory framework for the statewide electronics recycling program. CERA incorporated many of the lessons learned from the historic program administration, including replacing numerical annual collection goals with minimum collection site requirements for participating Illinois counties.

The statewide program offers an environmentally sound outlet for residential electronics and reduces the occurrence of open dumping which can be an environmental and economic burden for Illinois taxpayers. CERA requires manufacturers of covered electronic devices (CEDs), listed in Table 1, to register with the Illinois Environmental Protection Agency (Agency) the brands they offer for sale at retail to Illinois residents. These manufacturers are required to fund packaging, transportation, and the subsequent recycling of CEDs collected at participating collection locations. The list of registered manufacturers can be found on the Agency's [website](#).

Table 1. List of Covered Electronic Devices

- Computers
- Computer Monitors
- Keyboards & Mice
- Printers
- Scanners
- Fax Machines
- Small-Scale Servers
- Televisions
- DVD Players|
- DVD Recorders
- VCRs
- Cable Receivers
- Satellite Receivers
- Digital Converter Boxes
- Video Game Consoles
- Portable Music Players (with memory capabilities)

Program Participation

Illinois county participation plays an important role in program success. In total, 52 counties opted into the 2020 statewide program. Of those counties, 42 were able to run collection sites or hold collection events despite many of the limitations imposed by the COVID-19 pandemic. Figure 1 displays a visual depiction of county participation. Approximately 85% of the Illinois population had the opportunity to use a CERA collection site or event during calendar year 2020.

Collectors and recyclers are also vital components of the statewide program. Collectors involved in the program must register each program year with the Agency. In many cases, the participating county acts as their own designated collector. A county may also designate a third party to act as their collector. Collectors must register the collection sites and events with the Agency. These sites and events are published on the Agency's website and added to our [Beyond the Bin Map](#) for public access.

Recyclers involved in the statewide program are selected and assigned to participating counties by the manufacturers. In 2020, seven recyclers were selected to participate. Registered collectors and recyclers are responsible for handling CEDs in an environmentally safe manner in accordance with state law. CERA contemplates allowing additional collectors and recyclers

maintaining independent collection and recycling networks, which may not be funded by manufacturers.

Collection Totals and Analysis

CERA requires manufacturers to annually report to the Agency the amount of CEDs collected and recycled from participating collection sites and events by device category. The eight device categories are:

1. Computers and small-scale servers
2. Computer monitors
3. Televisions
4. Printers, scanners, fax machines
5. DVD players/recorders, video players/recorders
6. Video game consoles
7. Digital converter boxes, cable and satellite receivers
8. Keyboards, mice, portable digital music players

Manufacturers reported that approximately ~12.3 million pounds of CEDs were collected from collection sites and events established under CERA in 2020.

Figure 2 illustrates the total weight amount collected by CED category. A majority of the weight collected can be attributed to televisions and accounts for 54.8% of the total weight collected. Although televisions continue to become slimmer and lighter, they remain the heaviest consumer electronic. Additionally, tube televisions persist in Illinois homes despite their phaseout in the mid to late 2000s. Television collection numbers are expected to remain high for the future due to their size, weight, and abundance.

The remaining device categories collected include: Printers/Scanners/Fax (13.9%), DVD and VCR Players/Recorders (11.2%), Computers and Small-Scale Servers (7.2%), Computer Peripherals (4.7%), Computer Monitors (5%), Cable/Satellite Equipment (2.2%), and Game Consoles (1%).

In addition, the Agency is provided with a breakdown of CED weight collected by each county. A full breakdown of collection weight by county can be found in Table 2. The top four counties by collected weight are Lake County, Cook County, Will County, and DuPage County. These counties represent the four largest Illinois counties by population size.

CERA is a unique statute and is currently the only electronics recycling statute of its kind enacted in the United States. Analysis of program effectiveness is on-going as more data is collected each year. Eleven counties that had opted into the program were ultimately unable to provide collection services during 2020 due to the COVID-19 pandemic. Additionally, some collection sites were temporarily closed, and many collection events were either postponed or cancelled all together. Therefore, the 2020 program was significantly impacted. Program year 2020 brought in 2.4 million fewer pounds when compared to program year 2019. A decrease in total weight collected was anticipated. Despite these challenges, local governments and recyclers worked

diligently to re-open collection sites and hold collection events throughout the program year. This was largely achieved by taking additional measures to protect the health and safety of employees and residents so that this important program could continue to benefit local communities and the environment.

Please contact Jessica Miller at (217) 524-7948 or email EPA.Recycling@illinois.gov if you have any questions related to this report or the Illinois Statewide Electronics Recycling Program.

Figure 2. Total CED Weight (lbs.) Collected in 2020 Under CERA

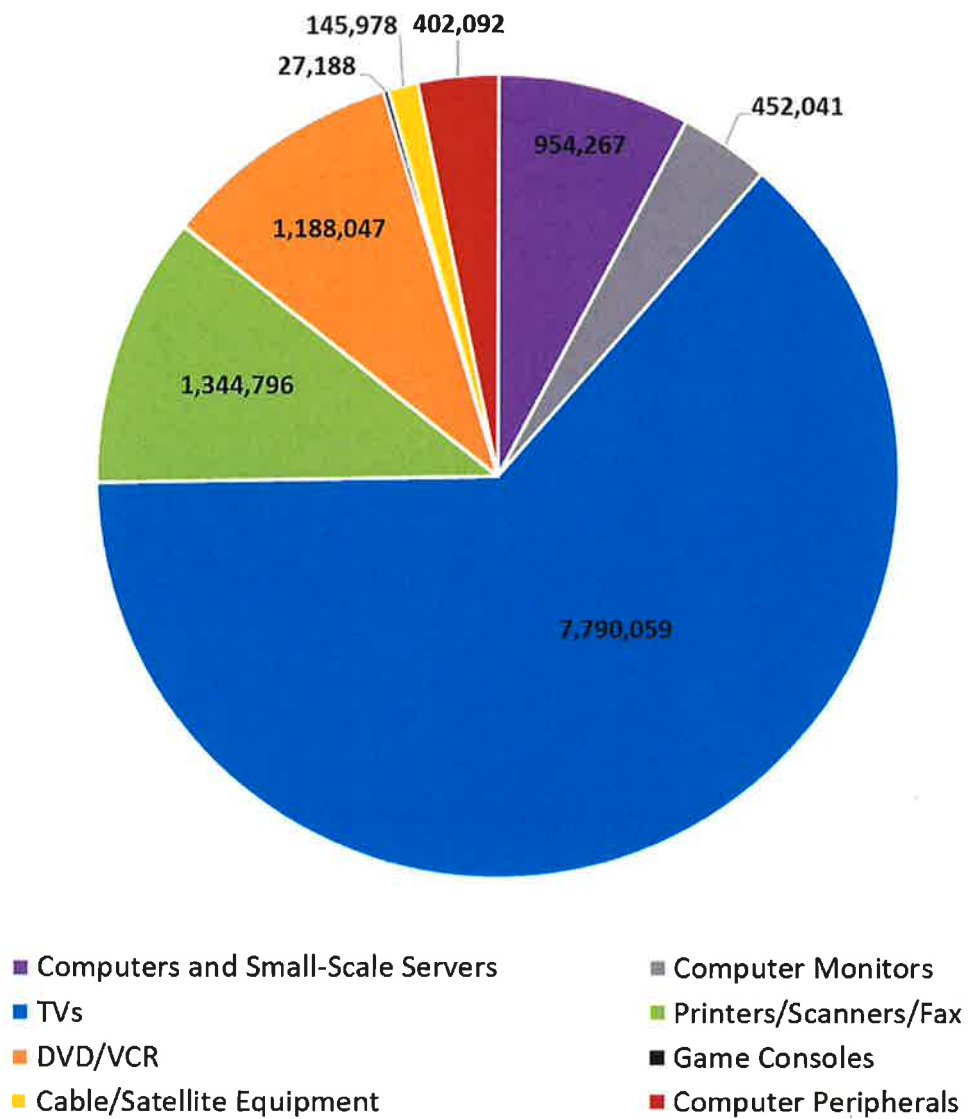


Table 2. CED Weight (lbs.) Collected by Illinois Counties in 2020 Under CERA

County	Weight (lbs.) Collected by County (2020)	Computers/Small Scale Servers	Computer Monitors	TVs	Printers/Scanners/Fax	DVD/VCR	Game Consoles	Cable/Satellite Equipment	Computer Peripherals
Boone	181,485	8,995	2,217	132,981	10,603	938	313	625	24,814
Calhoun	9,073	-	-	9,073	-	-	-	-	-
Champaign	171,652	7,014	5,403	133,284	16,635	5,072	207	1,656	2,381
Cook	1,347,074	191,334	112,699	782,997	152,987	62,034	2,678	18,759	23,587
DeKalb	144,823	3,949	7,540	117,894	13,753	-	-	857	830
Dewitt	55,130	-	412	46,893	2,895	3,991	78	157	704
DuPage	1,141,364	225,765	49,215	646,141	104,396	82,048	-	8,222	25,577
Fulton	99,772	7,636	4,062	77,847	6,446	2,058	84	672	966
Grundy	36,947	1,717	2,550	25,921	4,386	1,292	53	422	607
Hamilton	15,156	660	-	12,972	584	512	21	167	240
Hancock	35,151	2,720	1,412	27,399	2,296	721	29	235	339
Henderson	12,032	923	488	9,386	779	248	10	81	116
Henry	88,098	3,797	4,079	72,010	1,255	3,788	155	1,237	1,778
Jackson	413,523	33,087	5,050	313,528	41,605	11,027	452	3,598	5,176
Jasper	44,085	1,673	-	35,143	1,710	3,027	123	988	1,421
Kane	661,618	123,777	33,999	392,762	52,790	40,037	-	5,407	12,846
Kendall	95,238	23	7,091	2,655	49,157	16,447	4,266	9,550	6,048
Knox	183,405	13,852	7,597	143,264	11,693	3,811	156	1,244	1,789
Lake	2,468,361	7,300	6,437	1,314,429	428,126	576,440	11,301	22,605	101,723
LaSalle	233,275	5,260	4,389	196,635	20,629	3,465	141	1,132	1,624
Lee	94,740	1,762	2,572	64,860	5,586	10,894	445	3,557	5,114
Livingston	64,534	1,036	4,932	54,181	439	2,148	88	702	1,008
Macon	57,493	4,710	-	45,844	693	3,401	139	1,110	1,596
Madison	163,995	9,803	14,368	123,534	2,040	7,758	317	2,533	3,642
Marshall	9,940	705	-	7,591	659	537	22	175	252
Mason	29,646	1,759	1,812	19,443	2,288	1,422	-	1,694	1,228
McDonough	84,815	6,307	3,573	66,352	5,326	1,773	72	579	832
McHenry	235,783	28,528	14,797	161,014	22,979	4,609	188	1,505	2,163
McLean	662,216	7,410	6,568	420,153	73,542	116,972	2,225	4,449	30,897
Mercer	50,934	3,824	2,124	39,809	3,228	1,061	43	346	498
Ogle	187,223	13,813	8,842	135,885	15,492	7,182	291	2,347	3,371
Sangamon	1,082,374	150,262	102,411	482,183	129,442	111,790	1,010	38,742	66,534
Shuylar	15,862	1,207	650	12,384	1,019	328	13	107	154
Stark	21,674	844	-	18,548	228	1,118	46	365	525
Tazewell	46,871	3,705	2,899	32,885	3,073	2,346	96	766	1,101
Vermilion	110,913	5,246	-	93,904	1,176	5,764	235	1,882	2,705
Wabash	42	36	4	-	2	-	-	-	-
Warren	65,640	4,937	2,730	51,295	4,169	1,366	56	446	641
Washington	90,337	3,150	1,109	70,792	3,270	6,543	266	2,136	3,071
Whiteside	134,049	2,251	1,490	107,882	8,359	401	-	-	13,666
Will	1,262,661	31,119	18,946	977,491	107,763	76,407	1,273	2,546	47,116
Winnebago	395,463	32,373	7,621	310,816	31,296	7,272	297	2,375	3,413
Total	12,304,469	954,267	452,041	7,790,059	1,344,796	1,188,047	27,188	145,978	402,092

*Collection numbers do not include non-opt-in counties, municipal collection programs outside of CERA, private programs, retailers, for profit businesses, or non-profits.



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(415 ILCS 151/) Consumer Electronics Recycling Act.

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(415 ILCS 151/Art. 1 heading)

ARTICLE 1. CONSUMER ELECTRONICS RECYCLING ACT

(This Article is scheduled to be repealed on December 31, 2026)
(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-1)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-1. Short title. This Act may be cited as the Consumer Electronics Recycling Act. References in this Article to "this Act" mean this Article.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-3)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-3. Findings; purpose.

(a) The General Assembly finds all of the following:

(1) Many older and obsolete consumer electronic products contain materials which may pose environmental and health risks that should be managed.

(2) Consumer electronic products contain metals, plastics, glass, and other potentially valuable materials. The reuse and recycling of these materials can conserve natural resources and energy.

(3) The recycling and reuse of the covered electronic devices defined under this Act falls within the State of Illinois' interest in the proper management of such products.

(4) Illinois counties and municipalities may face significant cost burdens in collecting and processing obsolete electronic products for reuse and recycling.

(5) Manufacturers of electronic products should share responsibility for the proper management of obsolete consumer electronic products.

(6) Illinois counties and municipalities, and the citizens of Illinois, will benefit from the implementation

of a program or programs for the proper management of obsolete consumer electronic products operated by manufacturers that are actively overseen by the State.

(7) It is the intent of the State to allow manufacturers to coordinate their activities and programs related to the proper management of obsolete covered electronic devices/as defined under this Act under strict State supervision regardless of the effect the manufacturers' actions or such coordination will have on competition.

(8) It is in the best interest of the State to promote the coordination of manufacturer activities and programs related to the proper management of obsolete covered electronic devices through participation in a manufacturer clearinghouse as set forth in the Act.

(b) The purpose of this Act is to further the interest of the State of Illinois in the proper management of obsolete consumer electronic products by setting forth procedures by which the recycling and processing for reuse of covered electronic devices will be accomplished by manufacturers for those counties and municipalities that wish to opt-in to electronic product manufacturer-run recycling and processing programs that are approved and overseen by the State of Illinois.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-5)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-5. Definitions. As used in this Act:

"Agency" means the Illinois Environmental Protection Agency.

"Best practices" means standards for collecting and preparing items for shipment and recycling. "Best practices" may include standards for packaging for transport, load size, acceptable load contamination levels, non-CED items included in a load, and other standards as determined under Section 1-85 of this Act. "Best practices" shall consider the desired intent to preserve existing collection programs and relationships when possible.

"Collector" means a person who collects residential CEDs at any program collection site or one-day collection event and prepares them for transport.

"Computer", often referred to as a "personal computer" or "PC", means a desktop or notebook computer as further defined below and used only in a residence, but does not mean an automated typewriter, electronic printer, mobile telephone, portable hand-held calculator, portable digital assistant (PDA), MP3 player, or other similar device. "Computer" does not include computer peripherals, commonly known as cables, mouse, or keyboard. "Computer" is further defined as either:

(1) "Desktop computer", which means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a desktop computer is achieved through a stand-alone keyboard, stand-alone monitor, or other display unit, and a stand-alone mouse or other pointing device, and is designed for a single user. A desktop computer has a main unit that is intended to be persistently located in a single location, often on a desk or on the floor. A desktop computer is not designed for portability and generally

utilizes an external monitor, keyboard, and mouse with an external or internal power supply for a power source. Desktop computer does not include an automated typewriter or typesetter; or

(2) "Notebook computer", which means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a notebook computer is achieved through a keyboard, video display greater than 4 inches in size, and mouse or other pointing device, all of which are contained within the construction of the unit that comprises the notebook computer; supplemental stand-alone interface devices typically can also be attached to the notebook computer. Notebook computers can use external, internal, or batteries for a power source. Notebook computer does not include a portable hand-held calculator, or a portable digital assistant or similar specialized device. A notebook computer has an incorporated video display greater than 4 inches in size and can be carried as one unit by an individual. A notebook computer is sometimes referred to as a laptop computer.

(3) "Tablet computer", which means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device performing logical, arithmetic, or storage functions for general purpose needs that are met through interaction with a number of software programs contained therein, and that is not designed to exclusively perform a specific type of logical, arithmetic, or storage function or other limited or specialized application. Human interface with a tablet computer is achieved through a touch screen and video display screen greater than 6 inches in size (all of which are contained within the unit that comprises the tablet computer). Tablet computers may use an external or internal power source. "Tablet computer" does not include a portable hand-held calculator, a portable digital assistant, or a similar specialized device.

"Computer monitor" means an electronic device that is a cathode-ray tube or flat panel display primarily intended to display information from a computer and is used only in a residence.

"County recycling coordinator" means the individual who is designated as the recycling coordinator for a county in a waste management plan developed pursuant to the Solid Waste Planning and Recycling Act.

"Covered electronic device" or "CED" means any computer, computer monitor, television, printer, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player that has memory capability and is battery powered, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server sold at retail. "Covered electronic device" does not include any of the following:

(1) an electronic device that is a part of a motor vehicle or any component part of a motor vehicle assembled by or for a vehicle manufacturer or franchised dealer, including replacement parts for use in a motor vehicle;

(2) an electronic device that is functionally or physically part of a larger piece of equipment or that is

taken out of service from an industrial, commercial (including retail), library checkout, traffic control, kiosk, security (other than household security), governmental, agricultural, or medical setting, including but not limited to diagnostic, monitoring, or control equipment; or

(3) an electronic device that is contained within a clothes washer, clothes dryer, refrigerator, refrigerator and freezer, microwave oven, conventional oven or range, dishwasher, room air conditioner, dehumidifier, water pump, sump pump, or air purifier. To the extent allowed under federal and State laws and regulations, a CED that is being collected, recycled, or processed for reuse is not considered to be hazardous waste, household waste, solid waste, or special waste.

"Covered electronic device category" or "CED category" means each of the following 8 categories of residential CEDs:

- (1) computers and small-scale servers;
- (2) computer monitors;
- (3) televisions;
- (4) printers, facsimile machines, and scanners;
- (5) digital video disc players, digital video disc recorders, and videocassette recorders;
- (6) video game consoles;
- (7) digital converter boxes, cable receivers, and satellite receivers; and
- (8) electronic keyboards, electronic mice, and portable digital music players that have memory capability and are battery powered.

"Manufacturer" means a person, or a successor in interest to a person, under whose brand or label a CED is or was sold at retail. For any CED sold at retail under a brand or label that is licensed from a person who is a mere brand owner and who does not sell or produce a CED, the person who produced the CED or his or her successor in interest is the manufacturer. For any CED sold at retail under the brand or label of both the retail seller and the person that produced the CED, the person that produced the CED, or his or her successor in interest, is the manufacturer.

"Manufacturer clearinghouse" means an entity that prepares and submits a manufacturer e-waste program plan to the Agency, and oversees the manufacturer e-waste program, on behalf of a group of 2 or more manufacturers cooperating with one another to collectively establish and operate an e-waste program for the purpose of complying with this Act and that collectively represent at least 50% of the manufacturers' total obligations under this Act for a program year.

"Manufacturer e-waste program" means any program established, financed, and operated by a manufacturer, individually or collectively as part of a manufacturer clearinghouse, to transport and subsequently recycle, in accordance with the requirements of this Act, residential CEDs collected at program collection sites and one-day collection events.

"Municipal joint action agency" means a municipal joint action agency created under Section 3.2 of the Intergovernmental Cooperation Act.

"One-day collection event" means a one-day event used as a substitute for a program collection site pursuant to Section 1-15 of this Act.

"Person" means an individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, State agency, or any other legal entity; or a legal

representative, agent, or assign of that entity. "Person" includes a unit of local government.

"Printer" means desktop printers, multifunction printer copiers, and printer/fax combinations taken out of service from a residence that are designed to reside on a work surface, and include various print technologies, including without limitation laser and LED (electrographic), ink jet, dot matrix, thermal, and digital sublimation, and "multi-function" or "all-in-one" devices that perform different tasks, including without limitation copying, scanning, faxing, and printing. Printers do not include floor-standing printers, printers with optional floor stand, point of sale (POS) receipt printers, household printers such as a calculator with printing capabilities or label makers, or non-stand-alone printers that are embedded into products that are not CEDs.

"Program collection site" means a physical location that is included in a manufacturer e-waste program and at which residential CEDs are collected and prepared for transport by a collector during a program year in accordance with the requirements of this Act. Except as otherwise provided in this Act, "program collection site" does not include a retail collection site.

"Program year" means a calendar year. The first program year is 2019.

"Recycler" means any person who transports or subsequently recycles residential CEDs that have been collected and prepared for transport by a collector at any program collection site or one-day collection event.

"Recycling" has the meaning provided under Section 3.380 of the Environmental Protection Act. "Recycling" includes any process by which residential CEDs that would otherwise be disposed of or discarded are collected, separated, or processed and returned to the economic mainstream in the form of raw materials or products.

"Residence" means a dwelling place or home in which one or more individuals live.

"Residential covered electronic device" or "residential CED" means any covered electronic device taken out of service from a residence in the State.

"Retail collection site" means a private sector collection site operated by a retailer collecting on behalf of a manufacturer.

"Retailer" means a person who first sells, through a sales outlet, catalogue, or the Internet, a covered electronic device at retail to an individual for residential use or any permanent establishment primarily where merchandise is displayed, held, stored, or offered for sale to the public.

"Sale" means any retail transfer of title for consideration of title including, but not limited to, transactions conducted through sales outlets, catalogs, or the Internet or any other similar electronic means. "Sale" does not include financing or leasing.

"Small-scale server" means a computer that typically uses desktop components in a desktop form designed primarily to serve as a storage host for other computers. To be considered a small-scale server, a computer must: be designed in a pedestal, tower, or other form that is similar to that of a desktop computer so that all data processing, storage, and network interfacing is contained within one box or product; be designed to be operational 24 hours per day and 7 days per week; have very little unscheduled downtime, such as on the order of hours per year; be capable of operating in a simultaneous multi-user environment serving several users through networked client units; and be designed for an industry-accepted operating system

for home or low-end server applications.

"Television" means an electronic device that contains a cathode-ray tube or flat panel screen the size of which is greater than 4 inches when measured diagonally and is intended to receive video programming via broadcast, cable, satellite, Internet, or other mode of video transmission or to receive video from surveillance or other similar cameras.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18.)

(415 ILCS 151/1-10)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-10. Manufacturer e-waste program.

(a) For program year 2019 and each program year thereafter, each manufacturer shall, individually or collectively as part of a manufacturer clearinghouse, provide a manufacturer e-waste program to transport and subsequently recycle, in accordance with the requirements of this Act, residential CEDs collected at, and prepared for transport from, the program collection sites and one-day collection events included in the program during the program year.

(b) Each manufacturer e-waste program must include, at a minimum, the following:

(1) satisfaction of the convenience standard described in Section 1-15 of this Act;

(2) instructions for designated county recycling coordinators and municipal joint action agencies to annually file notice to participate in the program;

(3) transportation and subsequent recycling of the residential CEDs collected at, and prepared for transport from, the program collection sites and one-day collection events included in the program during the program year; and

(4) submission of a report to the Agency, by March 1, 2020, and each March 1 thereafter, which includes:

(A) the total weight of all residential CEDs transported from program collection sites and one-day collection events throughout the State during the preceding program year by CED category;

(B) the total weight of residential CEDs transported from all program collection sites and one-day collection events in each county in the State during the preceding program year by CED category; and

(C) the total weight of residential CEDs transported from all program collection sites and one-day collection events in each county in the State during that preceding program year and that was recycled.

(c) Each manufacturer e-waste program shall make the instructions required under paragraph (2) of subsection (b) available on its website by December 1, 2017, and the program shall provide to the Agency a hyperlink to the website for posting on the Agency's website.

(d) Nothing in this Act shall prevent a manufacturer from accepting, through a manufacturer e-waste program, residential CEDs collected through a curbside or drop-off collection program that is operated pursuant to a residential franchise collection agreement authorized by Section 11-19-1 of the Illinois Municipal Code or Section 5-1048 of the Counties Code between a third party and a unit of local government located within a county or municipal joint action agency that has elected to participate in a manufacturer e-waste program.

(e) A collection program operated in accordance with this Section shall:

(1) meet the collector responsibilities under subsections (a), (a-5), (d), (e), and (g) under Section 1-

45 and require certification on the bill of lading or similar manifest from the unit of local government, the third party, and the county or municipal joint action agency that elected to participate in the manufacturer e-waste program that the CEDs were collected, to the best of their knowledge, from residential consumers in the State of Illinois;

(2) comply with the audit provisions under subsection (g) of Section 1-30;

(3) locate any drop-off location where CEDs are collected on property owned by a unit of local government; and

(4) have signage at any drop-off location indicating only residential CEDs are accepted for recycling.

Manufacturers of CEDs are not financially responsible for transporting and consolidating CEDs collected from a collection program's drop-off location. Any drop-off location used in 2019 must have been identified by the county or municipal joint action agency in the written notice of election to participate in the manufacturer e-waste program in accordance with Section 1-20 by March 1, 2018. Any drop-off location operating in 2020 or in subsequent years must be identified by the county or municipal joint action agency in the annual written notice of election to participate in a manufacturer e-waste program in accordance with Section 1-20 to be eligible for the subsequent program year.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18; 100-1165, eff. 6-1-19; 101-81, eff. 7-12-19.)

(415 ILCS 151/1-15)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-15. Convenience standard for program collection sites and one-day collection events.

(a) Beginning in 2019 each manufacturer e-waste program for a program year must include, at a minimum, program collection sites in the following quantities in counties that elect to participate in the manufacturer e-waste program for the program year:

(1) one program collection site in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is less than 250 individuals per square mile;

(2) two program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 250 individuals per square mile but less than 500 individuals per square mile;

(3) three program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 500 individuals per square mile but less than 750 individuals per square mile;

(4) four program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 750 individuals per square mile but less than 1,000 individuals per square mile;

(5) five program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population

density that is greater than or equal to 1,000 individuals per square mile but less than 5,000 individuals per square mile; and

(6) fifteen program collection sites in each county that has elected to participate in the manufacturer e-waste program for the program year and that has a population density that is greater than or equal to 5,000 individuals per square mile.

For purposes of this Section, county population densities shall be based on the entire county's population density, regardless of whether a municipality or municipal joint action agency in the county participates in a manufacturer e-waste program.

If a municipality with a population of over 1,000,000 residents elects to participate in a manufacturer e-waste program for a program year, then the program shall provide 10 additional program collection sites for the program year to be located in that municipality, and the program collection sites required under paragraph (6) of subsection (a) of this Section shall be located outside of the municipality.

If a municipal joint action agency elects to participate in a manufacturer e-waste program for a program year, it shall receive, for that year, a population-based pro rata share of the program collection sites that would be granted to the county in which the municipal joint action agency is located if the county were to elect to participate in the program for that year, rounded to the nearest whole number.

A designated county recycling coordinator may elect to operate more than the required minimum number of collection sites.

(b) Notwithstanding subsection (a) of this Section, any county, municipality, or municipal joint action agency that elects to participate in a manufacturer e-waste program may enter into a written agreement with the operators of any manufacturer e-waste program in order to do one or more of the following:

(1) to decrease the number of program collection sites in the county, municipality, or territorial boundary of the municipal joint action agency for the program year;

(2) to substitute a program collection site in the county, municipality, or territorial boundary of the municipal joint action agency with either (i) 4 one-day collection events or (ii) a different number of such events as may be provided in the written agreement;

(3) to substitute the location of a program collection site in the county, municipality, or territorial boundary of the municipal joint action agency for the program year with another location;

(4) to substitute the location of a one-day collection in the county, municipality, or territorial boundary of the municipal joint action agency with another location; or

(5) to use, with the agreement of the applicable retailer, a retail collection site as a program collection site.

An agreement made pursuant to paragraph (1) or (2) of this subsection (b) shall be reduced to writing and included in the manufacturer e-waste program plan as required under subsection (a) of Section 1-25 of this Act.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-20)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-20. Election to participate in manufacturer e-waste

programs. Beginning with program year 2019, a county, a municipal joint action agency, or a municipality with a population of more than 1,000,000 residents may elect to participate in a manufacturer e-waste program by filing with the manufacturer e-waste program and the Agency, on or before March 1, 2018, and on or before March 1 of each year thereafter for the upcoming program year, a written notice of election to participate in the program. The written notice shall include a list of proposed collection locations likely to be available and appropriate to support the program, and may include locations already providing similar collection services. The written notice may include a list of registered recyclers that the county, municipal joint action agency, or municipality would prefer using for its collection sites or one-day events.

Counties, municipal joint action agencies, and municipalities with a population of more than 1,000,000 residents may contract with registered collectors to operate collection sites. Eligible registered collectors are not limited to private companies and non-government organizations. (Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-25)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-25. Manufacturer e-waste program plans.

(a) By September 1, 2018 for program year 2019, and by July 1 of each year thereafter, each manufacturer shall, individually or through a manufacturer clearinghouse, submit to the Agency a manufacturer e-waste program plan, which includes, at a minimum, the following:

(1) the contact information for the individual who will serve as the point of contact for the manufacturer e-waste program;

(2) the identity of each county that has elected to participate in the manufacturer e-waste program during the program year;

(3) for each county, the location of each program collection site and one-day collection event included in the manufacturer e-waste program for the program year;

(4) the collector operating each program collection site and one-day collection event included in the manufacturer e-waste program for the program year;

(5) the recyclers that manufacturers plan to use during the program year to transport and subsequently recycle residential CEDs under the program, with the updated list of recyclers to be provided to the Agency no later than December 1 preceding each program year;

(6) an explanation of any deviation by the program from the standard program collection site distribution set forth in subsection (a) of Section 1-15 of this Act for the program year, along with copies of all written agreements made pursuant to paragraphs (1) or (2) of subsection (b) of Section 1-15 for the program year; and

(7) if a group of 2 or more manufacturers are participating in a manufacturer clearinghouse, certification that the methodology used for allocating responsibility for the transportation and recycling of residential CEDs by manufacturers participating in the manufacturer clearinghouse for the program year will be in compliance with the allocation methodology established under Section 1-84.5 of this Act.

(b) Within 60 days after receiving a manufacturer e-waste program plan, the Agency shall review the plan and approve the plan or disapprove the plan.

(1) If the Agency determines that the program

collection sites and one-day collection events specified in the plan will satisfy the convenience standard set forth in Section 1-15 of this Act, then the Agency shall approve the manufacturer e-waste program plan and provide written notification of the approval to the individual who serves as the point of contact for the manufacturer. The Agency shall make the approved plan available on the Agency's website.

(2) If the Agency determines the plan will not satisfy the convenience standard set forth in Section 1-15 of this Act, then the Agency shall disapprove the manufacturer e-waste program plan and provide written notification of the disapproval and the reasons for the disapproval to the individual who serves as the point of contact for the manufacturer. Within 30 days after the date of disapproval, the manufacturer shall submit a revised manufacturer e-waste program plan that addresses the deficiencies noted in the Agency's disapproval.

(c) Manufacturers shall assume financial responsibility for carrying out their e-waste program plans, including, but not limited to, financial responsibility for providing the packaging materials necessary to prepare shipments of collected residential CEDs in compliance with subsection (e) of Section 1-45, as well as financial responsibility for bulk transportation and recycling of collected residential CEDs.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18; 100-1165, eff. 6-1-19; 101-81, eff. 7-12-19.)

(415 ILCS 151/1-30)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-30. Manufacturer registration.

(a) By April 1, 2018, and by April 1 of each year thereafter for the upcoming program year, beginning with program year 2019, each manufacturer who sells CEDs in the State must register with the Agency by: (i) submitting to the Agency a \$5,000 registration fee; and (ii) completing and submitting to the Agency the registration form prescribed by the Agency. Information on the registration form shall include, without limitation, all of the following:

(1) a list of all of the brands and labels under which the manufacturer's CEDs are sold or offered for sale in the State; and

(2) the total weights, by CED category, of CEDs sold in the United States to individuals, under any of the manufacturer's brands or labels, during the calendar year that is 2 years before the applicable program year.

If, during a program year, any of the manufacturer's CEDs are sold or offered for sale in the State under a brand that is not listed in the manufacturer's registration, then, within 30 days after the first sale or offer for sale under that brand, the manufacturer must amend its registration to add the brand. All registration fees collected by the Agency pursuant to this Section shall be deposited into the Solid Waste Management Fund.

(b) The Agency shall post on its website a list of all registered manufacturers.

(c) Beginning in program year 2019, a manufacturer whose CEDs are sold or offered for sale in this State for the first time on or after April 1 of a program year must register with the Agency within 30 days after the date the CEDs are first sold or offered for sale in the State.

(d) Beginning in program year 2019, manufacturers shall ensure that only recyclers that have registered with the Agency and meet the recycler standards set forth in Section 1-40 are used to transport or recycle residential CEDs collected at any

program collection site or one-day collection event.

(e) Beginning in program year 2019, no manufacturer may sell or offer for sale a CED in this State unless the manufacturer is registered and operates a manufacturer program either individually or as part of the manufacturer clearinghouse as required in this Act.

(f) Beginning in program year 2019, no manufacturer may sell or offer for sale a CED in this State unless the manufacturer's brand name is permanently affixed to, and is readily visible on, the CED.

(g) In accordance with a contract or agreement with a county, municipality, or municipal joint action agency that has elected to participate in a manufacturer e-waste program under this Act, manufacturers may, either individually or through the manufacturer clearinghouse, audit program collection sites and proposed program collection sites for compliance with the terms and conditions of the contract or agreement. Audits shall be conducted during normal business hours, and a manufacturer or its designee shall provide reasonable notice to the collection site in advance of the audit. Audits of all program collection sites may include, among other things, physical site location visits and inspections and review of processes, procedures, technical systems, reports, and documentation reasonably related to the collecting, sorting, packaging, and recycling of residential CEDs in compliance with this Act.

(h) Nothing in this Act shall require a manufacturer or manufacturer e-waste program to collect, transport, or recycle any CEDs other than residential CEDs, or to accept for transport or recycling any pallet or bulk container of residential CEDs that has not been prepared by the collector for shipment in accordance with subsection (e) of Section 1-45.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17; 100-592, eff. 6-22-18.)

(415 ILCS 151/1-33)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-33. Manufacturer clearinghouse.

(a) A manufacturer e-waste program plan submitted by a manufacturer clearinghouse may take into account and incorporate individual plans or operations of one or more manufacturers that are participating in the manufacturer clearinghouse.

(b) If a manufacturer clearinghouse allocates responsibility to manufacturers for manufacturers' transportation and recycling of residential CEDs during a program year as part of a manufacturer e-waste program plan, then the manufacturer clearinghouse shall identify the allocation methodology in its plan submission to the Agency pursuant to Section 1-25 of this Act for review and approval. Any allocation of responsibility among manufacturers for the collection of covered electronic devices shall be in accordance with the allocation methodology established pursuant to Section 1-84.5 of this Act.

(c) A manufacturer clearinghouse shall have no authority to enforce manufacturer compliance with the requirements of this Act, including compliance with the allocation methodology set forth in a manufacturer e-waste program plan, but shall, upon prior notice to the manufacturer, refer any potential non-compliance to the Agency. A manufacturer clearinghouse may develop and implement policies and procedures that exclude from participation in the manufacturer clearinghouse any manufacturers found by the Illinois Pollution Control Board or a court of competent jurisdiction to have failed to comply with this Act.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-35)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-35. Retailer responsibilities.

(a) Beginning in program year 2019, no retailer who first sells, through a sales outlet, catalogue, or the Internet, a CED at retail to an individual for residential use may sell or offer for sale any CED in or for delivery into this State unless:

(1) the CED is labeled with a brand, and the label is permanently affixed and readily visible; and

(2) the manufacturer is registered with the Agency at the time the retailer purchases the CED.

(b) A retailer shall be considered to have complied with paragraphs (1) and (2) of subsection (a) if:

(1) a manufacturer registers with the Agency within 30 days of a retailer taking possession of the manufacturer's CED;

(2) a manufacturer's registration expires and the retailer ordered the CED prior to the expiration, in which case the retailer may sell the CED, but only if the sale takes place within 180 days of the expiration; or

(3) a manufacturer is no longer conducting business and has no successor in interest, in which case the retailer may sell any orphan CED ordered prior to the discontinuation of business.

(c) Retailers shall not be considered collectors under the convenience standard and retail collection sites shall not be considered a collection site for the purposes of the convenience standard pursuant to Sections 1-10, 1-15, and 1-25 unless otherwise agreed to in writing by the (i) retailer, (ii) operators of the manufacturer e-waste program, and (iii) the applicable county, municipal joint action agency, or municipality. If retailers agree to participate in a county program collection site, then the retailer collection site does not have to collect all CEDs or register as a collector.

(d) Manufacturers may use retail collection sites for satisfying some or all of their obligations pursuant to Sections 1-10, 1-15 and 1-25.

(e) Nothing in this Act shall prohibit a retailer from collecting a fee for each CED collected.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-40)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-40. Recycler responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, each recycler must register with the Agency by (i) submitting to the Agency a \$3,000 registration fee and (ii) completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency shall include, without limitation, the address of each location where the recycler manages residential CEDs collected through a manufacturer e-waste program and the certification required under subsection (d) of this Section. All registration fees collected by the Agency pursuant to this Section shall be deposited into the Solid Waste Management Fund.

(a-5) The Agency may deny a registration under this Section if the recycler or any employee or officer of the recycler has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any

crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered recyclers.

(c) Beginning in program year 2019, no person may act as a recycler of residential CEDs for a manufacturer's e-waste program unless the recycler is registered with the Agency as required under this Section.

(d) Beginning in program year 2019, recyclers must, as a part of their annual registration, certify compliance with all of the following requirements:

(1) Recyclers must comply with federal, State, and local laws and regulations, including federal and State minimum wage laws, specifically relevant to the handling, processing, and recycling of residential CEDs and must have proper authorization by all appropriate governing authorities to perform the handling, processing, and recycling.

(2) Recyclers must implement the appropriate measures to safeguard occupational and environmental health and safety, through the following:

(A) environmental health and safety training of personnel, including training with regard to material and equipment handling, worker exposure, controlling releases, and safety and emergency procedures;

(B) an up-to-date, written plan for the identification and management of hazardous materials; and

(C) an up-to-date, written plan for reporting and responding to exceptional pollutant releases, including emergencies such as accidents, spills, fires, and explosions.

(3) Recyclers must maintain (i) commercial general liability insurance or the equivalent corporate guarantee for accidents and other emergencies with limits of not less than \$1,000,000 per occurrence and \$1,000,000 aggregate and (ii) pollution legal liability insurance with limits not less than \$1,000,000 per occurrence for companies engaged solely in the dismantling activities and \$5,000,000 per occurrence for companies engaged in recycling.

(4) Recyclers must maintain on file documentation that demonstrates the completion of an environmental health and safety audit completed and certified by a competent internal and external auditor annually. A competent auditor is an individual who, through professional training or work experience, is appropriately qualified to evaluate the environmental health and safety conditions, practices, and procedures of the facility. Documentation of auditors' qualifications must be available for inspection by Agency officials and third-party auditors.

(5) Recyclers must maintain on file proof of workers' compensation and employers' liability insurance.

(6) Recyclers must provide adequate assurance, such as bonds or corporate guarantees, to cover environmental and other costs of the closure of the recycler's facility, including cleanup of stockpiled equipment and materials.

(7) Recyclers must apply due diligence principles to the selection of facilities to which components and materials, such as plastics, metals, and circuit boards, from residential CEDs are sent for reuse and recycling.

(8) Recyclers must establish a documented environmental management system that is appropriate in level of detail and documentation to the scale and function of the facility, including documented regular self-audits or inspections of the recycler's environmental compliance at the facility.

(9) Recyclers must use the appropriate equipment for the proper processing of incoming materials as well as controlling environmental releases to the environment. The dismantling operations and storage of residential CED components that contain hazardous substances must be conducted indoors and over impervious floors. Storage areas must be adequate to hold all processed and unprocessed inventory. When heat is used to soften solder and when residential CED components are shredded, operations must be designed to control indoor and outdoor hazardous air emissions.

(10) Recyclers must establish a system for identifying and properly managing components, such as circuit boards, batteries, cathode-ray tubes, and mercury phosphor lamps, that are removed from residential CEDs during disassembly. Recyclers must properly manage all hazardous and other components requiring special handling from residential CEDs consistent with federal, State, and local laws and regulations. Recyclers must provide visible tracking, such as hazardous waste manifests or bills of lading, of hazardous components and materials from the facility to the destination facilities and documentation, such as contracts, stating how the destination facility processes the materials received. No recycler may send, either directly or through intermediaries, hazardous wastes to solid non-hazardous waste landfills or to non-hazardous waste incinerators for disposal or energy recovery. For the purpose of these guidelines, smelting of hazardous wastes to recover metals for reuse in conformance with all applicable laws and regulations is not considered disposal or energy recovery.

(11) Recyclers must use a regularly implemented and documented monitoring and record-keeping program that tracks total inbound residential CED material weights and total subsequent outbound weights to each destination, injury and illness rates, and compliance with applicable permit parameters including monitoring of effluents and emissions. Recyclers must maintain contracts or other documents, such as sales receipts, suitable to demonstrate: (i) the reasonable expectation that there is a downstream market or uses for designated electronics, which may include recycling or reclamation processes such as smelting to recover metals for reuse; and (ii) that any residuals from recycling or reclamation processes, or both, are properly handled and managed to maximize reuse and recycling of materials to the extent practical.

(12) Recyclers must employ industry-accepted procedures for the destruction or sanitization of data on hard drives and other data storage devices. Acceptable guidelines for the destruction or sanitization of data are contained in the National Institute of Standards and Technology's Guidelines for Media Sanitation or those guidelines certified by the National Association for Information Destruction.

(13) No recycler may employ prison labor in any operation related to the collection, transportation, and recycling of CEDs. No recycler may employ any third party that uses or subcontracts for the use of prison labor.

(e) Each recycler shall, during each calendar year, transport from each site that the recycler uses to manage residential CEDs not less than 75% of the total weight of residential CEDs present at the site during the preceding calendar year. Each recycler shall maintain on-site records that demonstrate compliance with this requirement and shall make those records available to the Agency for inspection and copying.

(f) Nothing in this Act shall prevent a person from acting as a recycler independently of a manufacturer e-waste program. (Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-45)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-45. Collector responsibilities.

(a) By January 1, 2019, and by January 1 of each year thereafter for that program year, beginning with program year 2019, a person acting as a collector under a manufacturer e-waste program shall register with the Agency by completing and submitting to the Agency the registration form prescribed by the Agency. The registration form prescribed by the Agency must include, without limitation, the address of each location at which the collector accepts residential CEDs.

(a-5) The Agency may deny a registration under this Section if the collector or any employee or officer of the collector has a history of:

(1) repeated violations of federal, State, or local laws, regulations, standards, or ordinances related to the collection, recycling, or other management of CEDs;

(2) conviction in this State or another state of any crime which is a felony under the laws of this State, or conviction of a felony in a federal court; or conviction in this State or another state or federal court of any of the following crimes: forgery, official misconduct, bribery, perjury, or knowingly submitting false information under any environmental law, regulation, or permit term or condition; or

(3) gross carelessness or incompetence in handling, storing, processing, transporting, disposing, or otherwise managing CEDs.

(b) The Agency shall post on the Agency's website a list of all registered collectors.

(c) Manufacturers and recyclers acting as collectors shall so indicate on their registration under Section 1-30 or 1-40 of this Act.

(d) By March 1, 2020 and every March 1 thereafter, each collector that operates a program collection site or one-day collection event shall report, to the Agency and to the manufacturer e-waste program, the total weight, by CED category, of residential CEDs transported from the program collection site or one-day collection event during the previous program year.

(e) Each collector that operates a program collection site or one-day event shall ensure that the collected residential CEDs are sorted and loaded in compliance with local, State, and federal law. In addition, at a minimum, the collector shall also comply with the following requirements:

(1) residential CEDs must be accepted at the program collection site or one-day collection event unless otherwise provided in this Act;

(2) residential CEDs shall be kept separate from

other material and shall be:

(A) packaged in a manner to prevent breakage;
and

(B) loaded onto pallets and secured with plastic wrap or in pallet-sized bulk containers prior to shipping; and

(C) on average per collection site 18,000 pounds per shipment, and if not then the recycler may charge the collector a prorated charge on the shortfall in weight, not to exceed \$600;

(3) residential CEDs shall be sorted into the following categories:

(A) computer monitors and televisions containing a cathode-ray tube, other than televisions with wooden exteriors;

(B) computer monitors and televisions containing a flat panel screen;

(C) all covered televisions that are residential CEDs;

(D) computers;

(E) all other residential CEDs; and

(F) any electronic device that is not part of the manufacturer program that the collector has arranged to have picked up with residential CEDs and for which a financial arrangement has been made to cover the recycling costs outside of the manufacturer program;

(4) containers holding the CEDs must be structurally sound for transportation; and

(5) each shipment of residential CEDs from a program collection site or one-day collection event shall include a collector-prepared bill of lading or similar manifest, which describes the origin of the shipment and the number of pallets or bulk containers of residential CEDs in the shipment.

(f) Except as provided in subsection (g) of this Section, each collector that operates a program collection site or one-day collection event during a program year shall accept all residential CEDs that are delivered to the program collection site or one-day collection event during the program year.

(g) No collector that operates a program collection site or one-day collection event shall:

(1) accept, at the program collection site or one-day collection event, more than 7 residential CEDs from an individual at any one time;

(2) scrap, salvage, dismantle, or otherwise disassemble any residential CED collected at a program collection site or one-day collection event;

(3) deliver to a manufacturer e-waste program, through its recycler, any CED other than a residential CED collected at a program collection site or one-day collection event; or

(4) deliver to a person other than the manufacturer e-waste program or its recycler, a residential CED collected at a program collection site or one-day collection event.

(h) Beginning in program year 2019, registered collectors participating in county supervised collection programs may collect a fee for each desktop computer monitor or television accepted for recycling to cover costs for collection and preparation for bulk shipment or to cover costs associated with the requirements of subsection (e) of Section 1-45.

(i) Nothing in this Act shall prevent a person from acting as a collector independently of a manufacturer e-waste program.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-50)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-50. Penalties.

(a) Except as otherwise provided in this Act, any person who violates any provision of this Act is liable for a civil penalty of \$7,000 per violation, provided that the penalty for failure to register or pay a fee under this Act shall be double the applicable registration fee.

(b) The penalties provided for in this Section may be recovered in a civil action brought in the name of the people of the State of Illinois by the State's Attorney of the county in which the violation occurred or by the Attorney General. Any penalties collected under this Section in an action in which the Attorney General has prevailed shall be deposited in the Environmental Protection Trust Fund, to be used in accordance with the provisions of the Environmental Protection Trust Fund Act.

(c) The Attorney General or the State's Attorney of a county in which a violation occurs may institute a civil action for an injunction, prohibitory or mandatory, to restrain violations of this Act or to require such actions as may be necessary to address violations of this Act.

(d) A fine imposed by administrative citation pursuant to Section 1-55 of this Act shall be \$1,000 per violation, plus any hearing costs incurred by the Illinois Pollution Control Board and the Agency. Such fines shall be made payable to the Environmental Protection Trust Fund to be used in accordance with the Environmental Protection Trust Fund Act.

(e) The penalties and injunctions provided in this Act are in addition to any penalties, injunctions, or other relief provided under any other law. Nothing in this Act bars a cause of action by the State for any other penalty, injunction, or other relief provided by any other law.

(f) A knowing violation of subsections (a), (b), or (c) of Section 1-83 of this Act by anyone other than a residential consumer is a petty offense punishable by a fine of \$500. A knowing violation of subsections (a), (b), or (c) of Section 1-83 by a residential consumer is a petty offense punishable by a fine of \$25 for a first violation; however, a subsequent violation by a residential consumer is a petty offense punishable by a fine of \$50.

(g) Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Agency, related to or required by this Act or any rule adopted under this Act commits a Class 4 felony, and each such statement or writing shall be considered a separate Class 4 felony. A person who, after being convicted under this subsection (g), violates this subsection (g) a second or subsequent time, commits a Class 3 felony.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-55)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-55. Administrative citations.

(a) Any violation of a registration requirement in Sections 1-30, 1-40, or 1-45 of this Act, any violation of the reporting requirement in paragraph (4) of subsection (b) of Section 1-10 of this Act, and any violation of a plan submission requirement in Section 1-25 of this Act shall be enforceable by administrative citation issued by the Agency. Whenever Agency personnel shall, on the basis of direct observation, determine that any person has violated any of those provisions, the Agency may issue and serve, within 60 days after the observed

violation, an administrative citation upon that person. Each citation shall be served upon the person named or the person's authorized agent for service of process and shall include the following:

- (1) a statement specifying the provisions of this Act that the person has violated;
- (2) the penalty imposed under subsection (d) of Section 1-50 of this Act for that violation; and
- (3) an affidavit by the personnel observing the violation, attesting to their material actions and observations.

(b) If the person named in the administrative citation fails to petition the Illinois Pollution Control Board for review within 35 days after the date of service, then the Board shall adopt a final order, which shall include the administrative citation and findings of violation as alleged in the citation and shall impose the penalty specified in subsection (d) of Section 1-50 of this Act.

(c) If a petition for review is filed with the Board to contest an administrative citation issued under this Section, then the Agency shall appear as a complainant at a hearing before the Board to be conducted pursuant to subsection (d) of this Section at a time not less than 21 days after notice of the hearing has been sent by the Board to the Agency and the person named in the citation. In those hearings, the burden of proof shall be on the Agency. If, based on the record, the Board finds that the alleged violation occurred, then the Board shall adopt a final order, which shall include the administrative citation and findings of violation as alleged in the citation, and shall impose the penalty specified in subsection (d) of Section 1-50 of this Act. However, if the Board finds that the person appealing the citation has shown that the violation resulted from uncontrollable circumstances, then the Board shall adopt a final order that makes no finding of violation and imposes no penalty.

(d) All hearings under this Section shall be held before a qualified hearing officer, who may be attended by one or more members of the Board, designated by the Chairman. All of these hearings shall be open to the public, and any person may submit written statements to the Board in connection with the subject of these hearings. In addition, the Board may permit any person to offer oral testimony. Any party to a hearing under this Section may be represented by counsel, make oral or written argument, offer testimony, cross-examine witnesses, or take any combination of those actions. All testimony taken before the Board shall be recorded stenographically. The transcript so recorded and any additional matter accepted for the record shall be open to public inspection, and copies of those materials shall be made available to any person upon payment of the actual cost of reproducing the original.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-60)

Sec. 1-60. (Repealed).

(Source: P.A. 100-433, eff. 8-25-17. Repealed by P.A. 100-362, eff. 8-25-17.)

(415 ILCS 151/1-65)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-65. Relation to other State laws. Nothing in this Act affects the validity or application of any other law of this State, or regulations adopted thereunder.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-75)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-75. CRT retrievable storage. In order to further the policy of the State to reduce the environmental and economic impacts of transporting and managing cathode-ray tube (CRT) glass, and to support (i) the beneficial use of CRTs in accordance with beneficial use determinations issued by the Agency under Section 22.54 of the Environmental Protection Act and (ii) the storage of CRTs in retrievable storage cells at locations within the State for future recovery; for the purpose of this Act, a CRT shall be considered to be recycled if:

(1) all recyclable components are removed from the device; and

(2) the glass from the device is either:

(A) beneficially reused in accordance with a beneficial use determination issued under Section 22.54 of the Environmental Protection Act; or

(B) placed in a storage cell, in a manner that allows it to be retrieved in the future, at a waste disposal site that is permitted to accept the glass.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-80)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-80. Collection of CEDs outside of the manufacturer e-waste program.

(a) Nothing in this Act prohibits a waste hauler from entering into a contractual agreement with a unit of local government to establish a collection program for the recycling or reuse of CEDs, including services such as curbside collection, home pick-up, drop-off locations, or similar methods of collection.

(b) Nothing in this Act shall prohibit a person from establishing an e-waste program independently of a manufacturer e-waste program.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-83)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-83. Landfill ban.

(a) Beginning January 1, 2019, no person may knowingly cause or allow the mixing of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server with municipal waste that is intended for disposal at a landfill.

(b) Beginning January 1, 2019, no person may knowingly cause or allow the disposal of a CED or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server in a sanitary landfill.

(c) Beginning January 1, 2019, no person may knowingly cause or allow the mixing of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite

receiver, digital video disc recorder, or small-scale server with waste that is intended for disposal by burning or incineration.

(d) Beginning January 1, 2019, no person may knowingly cause or allow the burning or incineration of a CED, or any other computer, computer monitor, printer, television, electronic keyboard, facsimile machine, videocassette recorder, portable digital music player, digital video disc player, video game console, electronic mouse, scanner, digital converter box, cable receiver, satellite receiver, digital video disc recorder, or small-scale server.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-84)

Sec. 1-84. (Repealed).

(Source: P.A. 100-362, eff. 8-25-17. Repealed by P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-84.5)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-84.5. Manufacturer clearinghouse; allocation of financial responsibility for the transportation and recycling of covered electronic devices.

(a) As used in this Section, unless the context otherwise requires:

"Adjusted total proportional responsibility" means the percentage calculated for each participating manufacturer for a program year under subsection (f) of this Section.

"Market share" means the percentage that results from dividing:

(1) the product of the total weight reported for a CED category by a manufacturer, for the calendar year 2 years before the applicable program year, under paragraph (2) of subsection (a) of Section 1-30 of this Act, multiplied by the population adjustment factor for that year; by

(2) the product of the total weight reported for that CED category by all manufacturers, for the calendar year 2 years before the applicable program year, under paragraph (2) of subsection (a) of Section 1-30 of this Act, multiplied by the population adjustment factor for that year.

"Participating manufacturer" means a manufacturer that a manufacturer clearinghouse has listed, pursuant to subsection (c) of this Section, as a participant in the manufacturer clearinghouse for a program year.

"Population adjustment factor" means the percentage that results when (i) the population of Illinois, as reported in the most recent federal decennial census, is divided by (ii) the population of the United States, as reported in the most recent federal decennial census.

"Return share" means the percentage, by weight, of each CED category that is returned to the program collection sites and one-day collection events operated by or on behalf of either a manufacturer clearinghouse or one or more of its participating manufacturers during the calendar year 2 years before the applicable program year, as reported to the Agency under Section 1-10 of this Act; except that, for program year 2019 and program year 2020, "return share" means the percentage, by weight, of each CED category that is estimated by the manufacturer clearinghouse to be returned to those sites and events during the applicable program year, as reported to the Agency under subsection (b) of this Section.

"Unadjusted total proportional responsibility" means the

percentage calculated for each participating manufacturer under subsection (e) of this Section.

(b) By March 1, 2018, each manufacturer clearinghouse shall provide the Agency with a statement of the return share for each CED category for program year 2019, and by March 1, 2019, each manufacturer clearinghouse shall provide the Agency with a statement of the return share for each CED category for program year 2020.

(c) If a manufacturer clearinghouse submits to the Agency a manufacturer e-waste program plan under Section 1-25 of this Act, then the manufacturer clearinghouse shall include in the plan a list of manufacturers that have agreed to participate in the manufacturer clearinghouse for the upcoming program year.

(d) By November 1, 2018, and each November 1 thereafter, the Agency shall provide each manufacturer clearinghouse with a statement of the unadjusted total proportional responsibility and adjusted total proportional responsibility of each of its participating manufacturers for the upcoming program year.

(e) For each program year, the Agency shall calculate the unadjusted total proportional responsibility of each participating manufacturer as follows:

(1) For each CED category, the Agency shall multiply

(i) the participating manufacturer's market share for the CED category by (ii) the return share for the CED category, to arrive at the category-specific proportional responsibility of the participating manufacturer for the CED category.

(2) The Agency shall then, for each participating manufacturer, sum the category-specific proportional responsibilities of the participating manufacturer calculated under paragraph (1), to arrive at the participating manufacturer's unadjusted total proportional responsibility.

(f) If the sum of all unadjusted total proportional responsibilities of a manufacturer clearinghouse's participating manufacturers for a program year accounts for less than 100% of the return share for that year, then the Agency shall divide the unallocated return share among participating manufacturers in proportion to their unadjusted total proportional responsibilities, to arrive at the adjusted total proportional responsibility for each participating manufacturer.

(g) A manufacturer may use retail collection sites to satisfy some or all of the manufacturer's responsibilities, including, but not limited to, the manufacturer's transportation and recycling of collected residential CEDs pursuant to any allocation methodology established under this Act. Nothing in this Act shall prevent a manufacturer from using retail collection sites to satisfy any percentage of the manufacturer's total responsibilities, including, but not limited to, the manufacturer's transportation and recycling of collected residential CEDs pursuant to any allocation methodology established under this Act or by administrative rule.

(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-85)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-85. Advisory Electronics Recycling Task Force.

(a) There is hereby created an Advisory Electronics Recycling Task Force, which shall consist of the following 10 members, to be appointed by the Director of the Agency:

(1) two individuals who are representatives of county recycling programs;

(2) two individuals who are representatives of recycling companies;

(3) two individuals who are representatives from the manufacturing industry;

(4) one individual who is a representative of a statewide trade association representing retailers;

(5) one individual who is a representative of a statewide trade association representing manufacturers;

(6) one individual who is a one representative of a statewide trade association representing waste disposal companies; and

(7) one individual who is a representative of a national trade association representing manufacturers.

Members of the Task Force shall be appointed as soon as practicable after the effective date of this amendatory Act of the 100th General Assembly, shall serve for 2-year terms, and may be reappointed. Vacancies shall be filled by the Director of the Agency for the remainder of the current term. Members shall serve voluntarily and without compensation.

Members shall elect from their number a chairperson, who shall also serve a 2-year term. The Task Force shall meet initially at the call of the Director of the Agency and thereafter at the call of the chairperson. A simple majority of the members of the Task Force shall constitute a quorum for the transaction of business, and all actions and recommendations of the Task Force must be approved by a simple majority of its members.

(b) By November 1, 2018, and each November 1 thereafter, the Task Force shall submit, to the Agency for posting on the Agency's website, a list of agreed-to best practices to be used at program collection sites and one-day collection events in the following program year. When establishing best practices, the Task Force shall consider the desired intent to preserve existing collection programs and relationships when possible.

(c) The Agency shall provide the Task Force with administrative support as necessary.

(Source: P.A. 100-362, eff. 8-25-17; 100-433, eff. 8-25-17.)

(415 ILCS 151/1-86)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-86. Public Reporting. Each year, the Agency shall post on its website the information it receives pursuant to subdivision (b)(4) of Section 1-10 showing the amounts of residential CEDs being collected and recycled in each county in each program year. The Agency shall notify the General Assembly of the availability of this information.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/1-87)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-87. Antitrust. A manufacturer or manufacturer clearinghouse acting in accordance with the provisions of this Act may negotiate, enter into contracts with, or conduct business with each other and with any other entity developing, implementing, operating, participating in, or performing any other activities directly related to a manufacturer e-waste program approved pursuant to this Act, and the manufacturer, manufacturer clearinghouse, and any entity developing, implementing, operating, participating in, or performing any other activities related to a manufacturer e-waste program approved pursuant to this Act are not subject to damages, liability, or scrutiny under federal antitrust law or the Illinois Antitrust Act, regardless of the effects of their actions on competition. The supervisory activities described in this Act are sufficient to confirm that activities of the manufacturers, manufacturer clearinghouse, and any entity

developing, implementing, operating, participating in, or performing any other activities related to a manufacturer e-waste program that is approved pursuant to Section 1-25 are authorized and actively supervised by the State.
(Source: P.A. 100-592, eff. 6-22-18.)

(415 ILCS 151/1-90)

(Section scheduled to be repealed on December 31, 2026)

Sec. 1-90. Repeal. This Article is repealed on December 31, 2026.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/Art. 5 heading)

ARTICLE 5. AMENDATORY PROVISIONS

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/5-5)

Sec. 5-5. The State Finance Act is amended by repealing Section 5.716.

(Source: P.A. 100-433, eff. 1-1-20.)

(415 ILCS 151/5-10)

Sec. 5-10. (Amendatory provisions; text omitted).

(Source: P.A. 100-433, eff. 8-25-17; text omitted.)

(415 ILCS 151/5-15)

Sec. 5-15. (Amendatory provisions; text omitted).

(Source: P.A. 100-433, eff. 8-25-17; text omitted.)

(415 ILCS 151/Art. 98 heading)

ARTICLE 98. SEVERABILITY

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/98-5)

Sec. 98-5. Severability. The provisions of this Act are severable under Section 1.31 of the Statute on Statutes.

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/Art. 99 heading)

ARTICLE 99. EFFECTIVE DATE

(Source: P.A. 100-433, eff. 8-25-17.)

(415 ILCS 151/99-999)

Sec. 99-999. Effective date. This Act takes effect upon becoming law, except that Section 5-5 takes effect on January 1, 2020.

(Source: P.A. 100-433, eff. 8-25-17.)

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Resolution Executive Summary

Committee Date: Tuesday, February 15, 2022

Committee: Economic Development

Prepared By: Chris Dornbush

Document Title: Resolution Re-Committing A Previously Approved Grant Providing \$30,000 From Winnebago County Host Fees To Rockford Park District Foundation For Improvements Of The West Rock Wake Park Development

County Code: NA

Board Meeting Date: Thursday, February 24, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$30,000
If not, explain funding source:	
ORG - OBJ - Project Code: 41700 - 43190	Budget Impact: None - Budgeted

Background Information:

Winnebago County has historically supported the partnership with Rockford Park District Foundation and the West Rock Wake Park Project, ("Project"). The County's efforts have included several requests of assistance to expand and improve the Park in 2014, 2016 (2016-CR-154, \$30,000), and 2019 (2019-CR-063, \$30,000), however the 2019 financial support was not requested until February 2022, due to the project not being completed until December of 2021. Since the request was outside the limitation of the fiscal year and not included within this year's Annual Host Fee Awards, the Board will need to address the item again to officially re-commit to the project.

Recommendation:

Winnebago County Board and Administration has continuously demonstrated to support the Park District as well as this Project. This Project illustrates growth, not just with regards to economic development tourist attraction, but community investment too.

Contract/Agreement:

NA

Legal Review:

Yes

Follow-Up:

Administration can follow-up as requested to the Economic Development Committee and/or the entire Board as they see fit.

Regional Planning & Economic Development Department

404 Elm Street, Rm 403, Rockford, IL 61101 | www.wincoil.us

Phone: (815) 319- 4350 | E-mail: buildingdept@wincoil.us

SPONSORED BY: FRED WESCOTT

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

SUBMITTED BY: ECONOMIC DEVELOPMENT COMMITTEE

2022 CR _____

**RESOLUTION RE-COMMITTING A PREVIOUSLY APPROVED GRANT PROVIDING \$30,000 FROM
WINNEBAGO COUNTY HOST FEES TO ROCKFORD PARK DISTRICT FOUNDATION FOR
IMPROVEMENTS OF THE WEST ROCK WAKE PARK DEVELOPMENT**

WHEREAS, the Winnebago County Board has determined that the money it receives from host fees is to be used for Economic Development, Environmental Education, Job Training Programs and Tourism Benefiting County Residents; and

WHEREAS, the Rockford Park District Foundation is a 501(c)(3) not-for-profit entity whose mission is to provide among other things an exceptional parks and recreation system; and

WHEREAS, the Rockford area of Winnebago County has become known for sporting events which attract state wide and international competitions that bring tourism jobs and money to the Winnebago County economy; and

WHEREAS, in 2014 Winnebago County, Rockford Park District Foundation, City of Rockford, and private investments have previously been made in the creation of West Rock Wake Park for 2 tow lines; and

WHEREAS, in 2016 Winnebago County assisted with the further expansion of the West Rock Wake Park Development for 6 additional tow lines, towers, and electrical upgrade to support the operation of the cable system; and

WHEREAS, the popularity of the West Rock Wake Park has increased to the level that the Rockford Park District Foundation believes that there is a demand for improving the viewing and concession area for visitors; and

WHEREAS, Rockford Park District Foundation is planning on improving the viewing and concession area for visitors (the "Project"); and

WHEREAS, in 2019 the Winnebago County Board approved \$30,000 (2019-CR-063) for the Project, but the funds were not requested during Fiscal Year 2019, and thus not expended; and

WHEREAS, in late December 2021 the Project was completed, and in February 2022 the Rockford Park District Foundation requested the previously approved funds for the Project for the current Fiscal Year 2022; and

WHEREAS, due to the delay in the request and different fiscal years, this Resolution is needed to recommit the previously approved grant providing \$30,000 from Winnebago County host fee funds, which shall be fully processed prior to September 30, 2022, the end of Fiscal Year 2022.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago will match dollar for dollar any funds contributed by the Rockford Park District to the Project up to thirty thousand dollars (\$30,000.00) from Host Fee Funds. The County will provide the matching funds to the Rockford Park District Foundation to be used for the Project upon proof provided by the Rockford Park District of its contribution.

BE IT FURTHER RESOLVED, that this resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, the County Administrator and the Winnebago County State's Attorney's Office – Civil Bureau.

Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE

, CHAIRMAN

, CHAIRMAN

DOROTHY REDD, VICE CHAIRWOMAN

DOROTHY REDD, VICE CHAIRWOMAN

JEAN CROSBY

JEAN CROSBY

ANGELA FELLARS

ANGELA FELLARS

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

FRED WESCOTT

FRED WESCOTT

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

ATTESTED BY:

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

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

West Rock Wake Park
PIN: 11-28-176-001



Legend
Tax Parcels

The Winnebago County computerized aerial base property maps were assembled using County, State and other data. The map files are not intended to be the official survey of the land. The official land records are on file in the Winnebago County Recorder's Office.

1 inch = 400 feet

Created by Chris Dornbush
Date: 2/10/2022

Christopher Dornbush

From: Karen Dylak <KarenDylak@rockfordparkdistrict.org>
Sent: Tuesday, February 1, 2022 2:33 PM
To: Christopher Dornbush
Cc: Lori Berkes-Nelson; Penny Christians
Subject: FW: Rockford Park District support
Attachments: Winnebago County Invoice.pdf; Levings Park Deck - Invoice #1, Sjostrom - 2021.09.24.pdf; Levings Park Deck - Invoice #2, Sjostrom - 2021.11.09.pdf; Levings Park Deck - Invoice #3, Sjostrom - 2021.12.09.pdf; 324063.pdf; 324549.pdf; 325131.pdf

Categories: Purple Category, Red Category

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon Chris.

Please find an invoice from the Rockford Park District Foundation for support of improvements at Levings Park.

Below I provided the emails that reference the County's matching award of \$30,000 once the project is completed. I am happy to report that the project was completed in 2021.

I have also attached copies of the RPD's invoices and check payments.

Please let me know if you have any questions or need anything further.

Thanks!

Karen Dylak
Budget/Internal Controls Manager
Financial Services
Rockford Park District
401 S. Main Street
Rockford, Illinois 61101
(Phone) 815/987-8868 (Cell) 815/979-4963 (Fax) 815/969-4092
Email: karendylak@rockfordparkdistrict.org



From: Carla Paschal <CPaschal@WinColl.us>
Sent: Saturday, June 8, 2019 9:47 AM
To: Lori Berkes-Nelson <LoriBerkes-Nelson@rockfordparkdistrict.org>
Cc: Dorothy Redd <DRedd@WinColl.us>; Jay Sandine <JaySandine@rockfordparkdistrict.org>; Christopher Dornbush <CDornbush@WinColl.us>
Subject: Re: Rockford Park District support

Good morning Lori,

The Resolution approved by the County Board was contingent on the Park District making a matching contribution of \$30,000. Please provide documentation of this payment being made by the Park District and then we will proceed with providing the County;s \$30,000 marching award.

Thanks,

Carla

From: Lori Berkes-Nelson <LoriBerkes-Nelson@rockfordparkdistrict.org>

Sent: Friday, June 7, 2019 4:31 PM

To: Carla Paschal

Cc: Dorothy Redd; Jay Sandine; Christopher Dornbush

Subject: Rockford Park District support

Hi Carla!

Attached is a letter referencing the County's support for West Rock Wake Park development at Levings Park. Thank you for supporting this important development! Lori

Lori Berkes-Nelson
Foundation Director
Rockford Park District
401 S. Main St.
Rockford, IL 61101
(815) 987-1675 o
(815) 979-6356 c
www.rpdfoundation.org

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

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Disclaimer

STATE OF ILLINOIS,
COUNTY OF WINNEBAGO } ss.

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

**RESOLUTION TO PROVIDE \$30,000 FROM WINNEBAGO COUNTY HOST
FEES TO ROCKFORD PARK DISTRICT FOUNDATION FOR
IMPROVEMENTS OF THE WEST ROCK WAKE PARK DEVELOPMENT**

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

*IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed the seal of said County, at my office in
the City of Rockford, in said County,*

This 24TH DAY OF MAY, 2019.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



**RESOLUTION
OF
THE COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
2019 CR 063**

**RESOLUTION TO PROVIDE \$30,000 FROM WINNEBAGO COUNTY HOST FEES TO ROCKFORD PARK
DISTRICT FOUNDATION FOR IMPROVEMENTS OF THE WEST ROCK WAKE PARK DEVELOPMENT**

WHEREAS, the Winnebago County Board has determined that the money it receives from host fees is to be used for Economic Development, Environmental Education, Job Training Programs and Tourism Benefiting County Residents; and

WHEREAS, the Rockford Park District Foundation is a 501(c)(3) not-for-profit entity whose mission is to provide among other things an exceptional parks and recreation system; and

WHEREAS, the Rockford area of Winnebago County has become known for sporting events which attract state wide and international competitions that bring tourism jobs and money to the Winnebago County economy; and

WHEREAS, in 2014 Winnebago County, Rockford Park District Foundation, City of Rockford, and private investments have previously been made in the creation of West Rock Wake Park for 2 tow lines; and

WHEREAS, in 2016 Winnebago County assisted with the further expansion of the West Rock Wake Park Development for 6 additional tow lines, towers, and electrical upgrade to support the operation of the cable system; and

WHEREAS, the popularity of the West Rock Wake Park has increased to the level that the Rockford Park District Foundation believes that there is a demand for improving the viewing and concession area for visitors; and

WHEREAS, Rockford Park District Foundation is planning on improving the viewing and concession area for visitors (the "Project").

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago will match dollar for dollar any funds contributed by the Rockford Park District to the Project up to thirty thousand dollars (\$30,000.00) from Host Fee Funds. The County will provide the matching funds to the Rockford Park District Foundation to be used for the Project upon proof provided by the Rockford Park District of its contribution.

BE IT FURTHER RESOLVED, that this resolution shall be effective on its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board of the County of Winnebago is directed to prepare and deliver certified copies of this resolution to the Winnebago County Regional Planning and Economic Development Director, the County Administrator and the Winnebago County State's Attorney's Office – Civil Division.

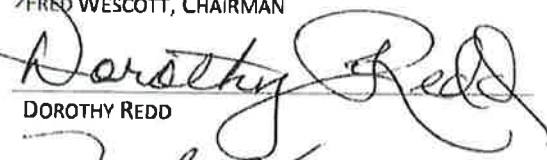
Respectfully submitted,
Economic Development Committee

AGREE

DISAGREE


FRED WESCOTT, CHAIRMAN

FRED WESCOTT, CHAIRMAN


DOROTHY REDD

DOROTHY REDD


PAUL ARENA

PAUL ARENA


JAS BILICH

JAS BILICH


JOHN BUTITTA

JOHN BUTITTA


JEAN CROSBY

JEAN CROSBY


DAN FELLARS

DAN FELLARS


BURT GERL

BURT GERL


TIM NABORS

TIM NABORS

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this 23rd day of May 2019.

ATTESTED BY:



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



FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

COUNTY BOARD MEETING

①

DATE: MAY 23, 2019COMMITTEE: Economic DevelopmentSUBJECT: Res. to provide \$30,000 from Wm. to Ref D
to key over Items 2 & 4 park
Dist.

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOMER, DAVID	✓				
4. BOOKER, AARON		✓			
5. BUTITTA, JOHN		-		✓	
6. CROSBY, JEAN		✓			
7. FELLARS, DANIEL		✓			
8. FIDUCCIA, DAVE		✓			
9. GERL, BURT		-		✓	
10. GORAL, ANGIE		✓			
11. HOFFMAN, JOE		✓			
12. KELLEY, DAVE		✓			
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY		✓			
15. REDD, DOROTHY		✓			
16. SALGADO, JAIME		✓			
17. SCHULTZ, STEVE	✓				
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED		✓			
TOTALS Roll Call	7	11		2	

COUNTY BOARD MEETING

DATE: MAY 23, 2019

②

COMMITTEE: Economic Development

①

Separate
Items 2 & 4SUBJECT: Res. to Provide \$30,000 from Wm.
Host Fees to RKFD Park Dist for Improvement
of West Rock Wake Park Development

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL					
2. BILICH, JAS					
3. BOOMER, DAVID					
4. BOOKER, AARON					
5. BUTITTA, JOHN	-			✓	
6. CROSBY, JEAN					
7. FELLARS, DANIEL					
8. FIDUCCIA, DAVE					
9. GERL, BURT	-			✓	
10. GORAL, ANGIE					
11. HOFFMAN, JOE					
12. KELLEY, DAVE					
13. MC DONALD, KEITH					
14. NABORS, JR., TIMOTHY					
15. REDD, DOROTHY					
16. SALGADO, JAIME					
17. SCHULTZ, STEVE					
18. TASSONI, DAVE					
19. WEBSTER, JIM					
20. WESCOTT, FRED					
TOTALS <i>Voices Vote</i>	18			2	

COUNTY BOARD MEETING

DATE: MAY 23, 2019

COMMITTEE: Economic Development

(2) SUBJECT: Res to Provide \$30,00 to West Rock Water
match . Park

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOMER, DAVID		✓			
4. BOOKER, AARON	✓				
5. BUTITTA, JOHN		-		✓	
6. CROSBY, JEAN		✓			
7. FELLARS, DANIEL		✓			
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT		-		✓	
10. GORAL, ANGIE		✓			
11. HOFFMAN, JOE	✓				
12. KELLEY, DAVE	✓				
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY		✓			
15. REDD, DOROTHY		✓			
16. SALGADO, JAIME	✓				
17. SCHULTZ, STEVE	✓				
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED		✓			
TOTALS Roll Call	11	7		2	

COUNTY BOARD MEETING

⑥

DATE: MAY 23, 2019

COMMITTEE: Economic Development

SUBJECT: _____

to provide match

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOMER, DAVID	✓				
4. BOOKER, AARON	✓				
5. BUTITTA, JOHN		-		✓	
6. CROSBY, JEAN		✓			
7. FELLARS, DANIEL	✓				
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT		-		✓	
10. GORAL, ANGIE	✓				
11. HOFFMAN, JOE	✓				
12. KELLEY, DAVE	✓				
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY	✓				
15. REDD, DOROTHY	✓				
16. SALGADO, JAIME					✓
17. SCHULTZ, STEVE		✓			
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED	✓				
TOTALS <u>Roll Call</u>	15	2		2	1

PUBLIC WORKS COMMITTEE



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: February 15, 2022

Resolution Title:

Resolution Declaring as Surplus Highway Department Vehicles and Equipment and Authorizing Sale

County Code: PWC Resolution #22-001

Board Meeting Date: Thursday, February 24, 2022

Budget Information:

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

Background Information:

Per County's purchasing ordinance, the County Board has to authorize the disposal of surplus equipment which may be obsolete or no longer needed for public use.

Recommendation:

We request approval

Contract/Agreement:

N/A

Legal Review:

By the State Attorney's office

Follow-Up:

Attempts will be made to sell the surplus equipment via auction or by negotiating with other public agencies.

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

22-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION DECLARING AS SURPLUS HIGHWAY DEPARTMENT
VEHICLES AND EQUIPMENT AND AUTHORIZING SALE**

WHEREAS, the Winnebago County Highway Department owns vehicles and equipment; and

WHEREAS, the Winnebago County Highway Department has determined that the vehicles and equipment identified in Exhibit 1 attached are not needed; and

WHEREAS, in accordance with Purchasing Ordinance Section 3-364: Surplus and Obsolete Supplies in the Winnebago County Code, before any piece of equipment can be sold by the County it must be declared as surplus, having no further public use by the County; and

NOW THEREFORE, BE IT RESOLVED by the County Board of the County of Winnebago, Illinois, that the equipment listed in the attached Exhibit 1 is declared as surplus and not required for public use and that the Winnebago County Director of Purchasing is hereby authorized to sell the above cited equipment, pursuant to the Winnebago County Code; and

BE IT FURTHER RESOLVED that the Winnebago County Highway Department and the Director of Purchasing are authorized to negotiate a sale and sell such surplus vehicles and equipment to any agency willing to purchase the vehicles and equipment; and

BE IT FURTHER RESOLVED that the Preamble of this Resolution is hereby adopted as if fully set forth herein; and

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

BE IT FURTHER RESOLVED that the Clerk of the County Board is hereby directed to prepare and deliver one (1) certified copy of this Resolution to the Winnebago County Treasurer, County Auditor, Director of Purchasing, Finance Director, Board Office and Winnebago County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Angela Fellars

Angela Fellars



Burt Gerl

Burt Gerl



Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman



Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

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

Joe Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

Surplus and Obsolete Equipment

January 25, 2022

- 1) 242 – 2008 Sterling Tandem Axle Plow Truck
- 2) 601 – 2015 Stepp Patcher
- 3) BSP01 – 2013 Swenson Belt Spreader
- 4) BW504 – Bush Hog Batwing deck mower
- 5) Large format plotter/printer Canon iPF755 36" (serial # AACM1451)



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: February 15, 2022

Resolution Title: Award of Bid for the 2022 County General Letting

County Code: PWC Resolution #22-002

Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted? Yes	
Appropriation Amount: \$ 1,457,885	
If not, explain funding source:	
ORG/OBJ/Project Code: 464/42280-289	Budget Impact: \$1,457,885

Background Information: this is the annual bid (general letting) for materials that are used to maintain our highways.

Recommendation:

Approval is necessary to purchase materials during the maintenance year (from April 1 to March 31 of the following year).

Contract/Agreement:

Contracts will be signed with all successful bidders after awards are approved.

Legal Review:

by the State Attorney's office

Follow-Up:

**RESOLUTION OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS
22-CR-**

**Submitted by: Public Works Committee
Sponsored by: Dave Tassoni**

AWARD OF BID FOR THE 2022 COUNTY GENERAL LETTING

We, your Public Works Committee, report that bids were received on Thursday, February 10, 2022, for materials to be used by the County Highway Department as shown on the attached bid tabulation. We recommend that the award, upon approval from IDOT, be made to the responsible low bidders as follows:

Group A-Culvert Pipes, Connecting Bands and Flared End Sections:

Core & Main

Group AA-Polyethylene Liners TY1 (PE):

Metal Culverts

Group AAA-Polyethylene Culvert (PE):

REJECTED

Group AAAA-Culvert Pipe TY1 Class D Alum Steel:

Metal Culverts

Group B-Bituminous Materials S.C. (HFRS-2P):

Flint Hills Resources

Group C-Bituminous Materials S.C (HFE-90):

Flint Hills Resources

Groups N, O - Traffic Control:

MD Solutions

Group P-Post & Post Supplies:

MD Solutions

Group Q-Sign Material:

MD Solutions

Group S-Rolled Goods:

MD Solutions

NOTES:

Groups: D, E, F, G, H, I, II, III, J, K, L- will be awarded to all bidders based upon length of haul.

Groups: M- No Bids were received.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman




Angela Fellars

Angela Fellars



Burt Gerl

Burt Gerl



Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman



Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

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

Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

02/04/2022

<div> <div>2022 Winnebago County Highway</div> <div>General Bid Letting</div> </div>				<div> <div>CONTECH ENGINEERED SOLUTIONS</div> <div>1509 W MT Vernon</div> <div>Metamora, IL</div> <div>METAMORA, IL</div> </div>		<div> <div>METAL CULVERTS INC.</div> <div>711 Heisinger Rd.</div> <div>Jefferson City, MO</div> <div>Low Bid-Group AA & AAAA</div> <div>JEFFERSON CITY, MO</div> </div>		<div> <div>CORE & MAIN</div> <div>6829 Irene Rd</div> <div>Belvidere, IL 61008</div> <div>Low Bid-Group A</div> <div>BELVIDERE, IL</div> </div>	
Group	Item	2022 Est. Qty	U of M	Unit Price	Total	Unit Price	Total	Unit Price	Total
A	Pipe Culvert Class C TY1 /12"-20ft	5	EACH	390.00	1,950.00	320.00	1,600.00	209.80	1,049.00
A	Pipe Culvert Class C TY1 / 15"-30ft	17	EACH	702.00	11,934.00	603.00	10,251.00	450.30	7,655.10
A	Pipe Culvert Class C TY1 / 15"-10ft	1	EACH	234.00	234.00	201.00	201.00	150.10	150.10
A	Pipe Culvert Class C TY1 / 15"-15ft	2	EACH	351.00	702.00	301.50	603.00	225.15	450.30
A	Pipe Culvert Class C TY1 / 18"-30ft	2	EACH	1,053.00	2,106.00	715.50	1,431.00	586.20	1,172.40
A	Pipe Culvert Class C TY1 / 24"-30ft	2	EACH	1,404.00	2,808.00	1,204.50	2,409.00	981.60	1,963.20
A	Pipe Culvert Class C TY1 / 36"-30ft	1	EACH	2,866.50	2,866.50	1,764.00	1,764.00	1,810.20	1,810.20
A	Connecting Bands 12"	2	EACH	39.00	78.00	32.00	64.00	36.55	73.10
A	Connecting Bands 15"	6	EACH	46.80	280.80	40.20	241.20	60.91	365.46
A	Connecting Bands 18"	6	EACH	70.20	421.20	47.70	286.20	73.09	438.54
A	Connecting Bands 24"	4	EACH	93.60	374.40	80.30	321.20	121.82	487.28
A	Flared End Section 12"	2	EACH	88.00	176.00	87.75	175.50	70.86	141.72
A	Flared End Sections 15"	8	EACH	116.00	928.00	109.20	873.60	90.06	720.48
A	Flared End Sections 18"	4	EACH	156.00	624.00	138.60	554.40	117.39	469.56
A	P Class C TY1 ERS 18"-30'ft	1	EACH	966.00	966.00	759.00	759.00	981.60	981.60
A	P Class C TY1 ERS 24"-30'ft	1	EACH	1,545.00	1,545.00	1,269.00	1,269.00	1,418.10	1,418.10
					27,993.90		22,803.10		19,346.14
AA	Poly Liner TY1 (PE) / 15"-10'	10	EACH		-	320.00	3,200.00		
AA	Poly Liner TY1 (PE) / 18"-10'	10	EACH		-	423.50	4,235.00		
AA	Poly Liner TY1 (PE) / 24"-10'	10	EACH		-	681.50	6,815.00		
					-		14,250.00		-
AAA	Poly Culvert (PE) /Plastic 15"	60	EACH	<div> <div>Group AAA</div> <div>Bids rejected due to error on Unit of Measure. Bid should have read Feet instead of Each (60 feet not 60 pipes).</div> </div>					
AAA	Poly Culvert (PE) /Plastic 18"	60	EACH						
AAA	Poly Culvert (PE) /Plastic 24"	60	EACH						
AAAA	Pipe Culvert TY1-Class D Alum Steel-15"	60	Feet	23.40	1,404.00	20.85	1,251.00		
AAAA	Pipe Culvert TY1-Class D Alum Steel-18"	60	Feet	35.10	2,106.00	24.75	1,485.00		
AAAA	Pipe Culvert TY1-Class D Alum Steel-24"	60	Feet	46.80	2,808.00	41.45	2,487.00		
					6,318.00		5,223.00		

2022 Winnebago County General Bid Letting				ASPHALT SALES COMPANY		FLINT HILLS RESOURCES	
				P.O. Box 1060 Jacksonville, IL UTICA, IL		1550 Koch Ct Dubuque, IA 52001 <i>Low Bid-Group B & C</i> DUBUQUE, IA	
Group	Item	2022 Est. Qty	U of M	Unit Price	Total	Unit Price	Total
B	Bit. Material S.C. (HFRS-2P)	355	TON	602.00	213,710.00	521.00	184,955.00
C	Bit. Material S.C. (HFE-90)	630	TON	536.00	337,680.00	461.00	290,430.00

[illegible][illegible]

2022 Winnebago County Highway General Bid Letting

MD SOLUTIONS

8225 Estate Parkway
Plain City, OH 43064
Low Bid-Group N, P, Q & S

Group	Item	2022 Est. Qty	U of M	Unit Price	Total
N	Type 1 Barricades	10	EACH	95.50	955.00
N	Type 3 BarricadeS	2	EACH	500.00	1,000.00
N	Barrel only (no base) with 4" collar	2	EACH	90.00	180.00
N	Recycled rubber tire ring for traffic barrels	6	EACH	15.00	90.00
N	28"-Orange Glo Cones w/6" & 4"Collar	15	EACH	30.00	450.00
N	18" Safe-Hit Soil Anchor	10	EACH	30.00	300.00
N	48" Safe-Hit (yellow post)	10	EACH	65.00	650.00
					3,625.00
O	LED Solar Flashing Warning (Red)	8	EACH	125.00	1,000.00
O	LED Solar Flashing Warning (Yellow)	8	EACH	125.00	1,000.00
					2,000.00
P	Post, Telspar 2"x2:x12'	25	EACH	95.00	2,375.00
P	Post, Channel, GR Full Punch	50	EACH	40.00	2,000.00
P	812F Cross Piece	10	EACH	15.00	150.00
P	812F Square Cap	10	EACH	15.00	150.00
P	Post Anchor w/ Groundhog Angled End 2-1/4"x2-1/4"x3'	10	EACH	40.00	400.00
P	Post Anchors 2-1/4"x2-1/4"x3'	25	EACH	30.00	750.00
P	3"x48" Post Reflector-Red-HIP	10	EACH	15.00	150.00
P	3"x48" Post Reflector-Yellow-HIP	10	EACH	15.00	150.00
P	3" Post Refl, Plastic White	100	EACH	2.00	200.00
					6,325.00
Q	9" X 24" Blanks	10	EACH	8.25	82.50
Q	9" X 36"-Blanks	5	EACH	12.38	61.90
Q	24" X 24" Blanks	15	EACH	22.00	330.00
Q	24" X 36" Blanks	5	EACH	33.00	165.00
Q	30" X 30" Blanks	20	EACH	34.38	687.60
Q	36" X 36" Blanks	20	EACH	45.50	910.00
Q	48" X 18" Blanks	5	EACH	33.00	165.00
Q	48" X 40" Blanks	5	EACH	75.00	375.00
Q	36"x48"x48" No Passing Zone Sign -Pennant	10	EACH	70.00	700.00
Q	30" Stop Signs	40	EACH	37.50	1,500.00
					4,977.00
S	6"x100yds-Transfer Tape	1	EACH	56.25	56.25
S	9"x100yds-Transfer Tape	1	EACH	84.38	84.38
S	12"x100yds-Transfer Tape	1	EACH	112.50	112.50
S	24"x100yds-Transfer Tape	1	EACH	225.00	225.00
S	48"x100yds Transfer Tape	4	EACH	450.00	1,800.00
S	24"x50 YD Sheeting-HIP Green	1	EACH	450.00	450.00
S	36"x50 YD Sheeting-HIP Green	1	EACH	675.00	675.00
S	48"x50 YD Sheeting-HIP Yellow	1	EACH	900.00	900.00
S	36"x50 YD Sheeting HIP FL Yellow	1	EACH	1,318.50	1,318.50
S	36"x50 YD Sheeting HIP FL. Yellow Green	2	EACH	1,318.50	2,637.00
S	30"x50YD Sheeting HIP White	1	EACH	562.50	562.50
S	36"x50YD Sheeting HIP Orange	2	EACH	675.00	1,350.00
S	36"x50 YD EC Film-Black	3	EACH	540.00	1,620.00
S	36"x50 YD EC Film-Green	1	EACH	540.00	540.00
S	48"x50 YD EC Film-Brown	1	EACH	720.00	720.00
S	36"x50YD EC Film-Yellow	1	EACH	540.00	540.00
					13,591.13



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: February 15, 2022

Resolution Title: Resolution Authorizing the Appropriation of MFT Funds for the Maintenance of County Highways

County Code: PWC Resolution #22-003

Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted? Yes	
Appropriation Amount: \$5,754,000.00	
If not, explain funding source:	
ORG/OBJ/Project Code: 464	Budget Impact: \$5,754,000.00

Background Information: This is required by the State so that Motor Fuel Taxes can be used for the maintenance of our highway infrastructure. It includes materials, labor, equipment, services, engineering, etc.

Recommendation:

It is needed to charge the MFT fund

Contract/Agreement:

N/A

Legal Review:

by the State Attorney's office

Follow-Up:

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

22-CR-

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE APPROPRIATION OF MFT FUNDS
FOR THE MAINTENANCE OF COUNTY HIGHWAYS**

WHEREAS Winnebago County Highways, bridges and other related appurtenances need to be maintained and kept in proper repair on an annual basis; and

WHEREAS \$5,754,000.00 (five million seven hundred fifty four thousand) needs to be appropriated from the Motor Fuel Tax fund for the 2022 maintenance year; and

WHEREAS it is in the public interest to appropriate the needed MFT funds.

NOW, THEREFORE BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to sign the resolution appropriating from the Motor Fuel Tax fund the sum of \$5,754,000.00 (five million seven hundred fifty four thousand), to pay for maintenance and repairs of Winnebago County Highways, bridges and other related appurtenances as outlined on the "County Maintenance Resolution" in the form as substantially attached hereto.

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

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

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE


Dave Tassoni, Chairman

Dave Tassoni, Chairman


Angela Fellars


Angela Fellars


Burt Gerl

Burt Gerl


Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman


Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

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

Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

02/04/2022



Resolution for Maintenance
Under the Illinois Highway Code



Resolution Number	Resolution Type	Section Number
22-003	Original	22-00000-00-GM

BE IT RESOLVED, by the Board of the County of Winnebago Illinois that there is hereby appropriated the sum of 5,754,000.00 Dollars (\$5,754,000.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 04/01/22 to 03/31/23 .

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Winnebago shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Lori Gummow County Clerk in and for said County of Winnebago in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Winnebago at a meeting held on 02/24/22 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this Day day of Month, Year .

(SEAL)

Clerk Signature

APPROVED

Regional Engineer
Department of Transportation

Date



Estimate of Maintenance Costs

Submittal Type **Original**
Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
2	Winnebago	22-00000-00-GM	04/01/22	03/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Road & Shoulder Maintenance	III	Yes	Aggregates-All Grades	Each	1	\$40,000.00	\$40,000.00	\$40,000.00
Paving & Sealcoating	III	Yes	HMA, Emulison, Aggregates, Pvmt Fabric	Each	1	\$880,000.00	\$880,000.00	\$880,000.00
Road Salt/Mix Aggregates	III	Yes	Road Salt & Mix Aggregates	Each	1	\$1,315,000.00	\$1,315,000.00	\$1,315,000.00
Signs	III	Yes	Premade Signs, Blanks, Rolled Goods, Post, Anchors & misc. supplies for installing signs	Each	1	\$20,000.00	\$20,000.00	\$20,000.00
Turf & Erosion	III		Silt, Snow Fence, Geo Fabric, Seed & misc. supplies	Each	1	\$9,000.00	\$9,000.00	\$9,000.00
Road Striping	I	Yes	Road Paint & Beads	Each	1	\$275,000.00	\$275,000.00	\$275,000.00
Culvert/Inlet	III	Yes	Pipes-Metal & Plastic, Ends, Bands, Grates	Each	1	\$50,000.00	\$50,000.00	\$50,000.00
Services			Mowing, Guardrail Repairs, Emergency Tree Removal & Patch	Each	1	\$65,000.00	\$65,000.00	\$65,000.00
22-00000-01-GM	IV		PCC Patching	Each	1	\$150,000.00	\$150,000.00	\$150,000.00
22-00000-02-GM	IV		Crack Seal	Each	1	\$100,000.00	\$100,000.00	\$100,000.00
22-00000-03-GM	IV		Street Lights	Each	1	\$100,000.00	\$100,000.00	\$100,000.00
22-00000-04-GM	IV		Asphalt Patch	Each	1	\$100,000.00	\$100,000.00	\$100,000.00
Total Operation Cost								\$3,104,000.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$1,000,000.00			\$1,000,000.00
Local Public Agency Equipment	\$1,400,000.00			\$1,400,000.00
Materials/Contracts(Non Bid Items)	\$9,000.00			\$9,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$3,095,000.00			\$3,095,000.00
Formal Contract (Bid Items)				
Maintenance Total	\$5,504,000.00			\$5,504,000.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$150,000.00			\$150,000.00
Engineering Inspection	\$20,000.00			\$20,000.00
Material Testing	\$20,000.00			\$20,000.00
Advertising				
Bridge Inspection Engineering	\$60,000.00			\$60,000.00
Maintenance Engineering Total	\$250,000.00			\$250,000.00
Total Estimated Maintenance	\$5,754,000.00			\$5,754,000.00

Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
2	Winnebago	22-00000-00-GM	04/01/22	03/31/23

Remarks

SUBMITTED

Local Public Agency Official	Date

Title

County Engineer/Superintendent of Highways	Date
	2/11/2022

APPROVED

Regional Engineer Department of Transportation	Date



Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: February 15, 2022

Resolution Title:

Resolution Authorizing the Execution of a Local Public Agency Engineering Services Agreement with Chastain & Associates, LLC for Riverside Boulevard (CH 55) between Material Avenue and Sage Drive and For Appropriating Motor Fuel Tax Funds
(Section 21-00624-00-RS)

County Code: PWC Resolution #22-004

Board Meeting Date: Thursday, February 24, 2022

Budget Information:

Was item budgeted? yes	Appropriation Amount: \$ 260,000 FA Match / \$260,000 MFT
If not, explain funding source:	
ORG/OBJ/Project Code: 463/46330 & 464/464331	Budget Impact: \$ 520,000

Background Information:

County Board District: 20

This agreement is for Phase 1 Engineering Services. Federal funds have been secured for construction of this project through the Region 1 Planning Council. Preliminary work started a year ago and several coordination meetings have been held with IDOT, the FHWA and adjacent municipalities to determine the scope of work.

Recommendation:

Approval is recommended so that engineering can proceed for an estimated 2024-2025 start of construction.

Contract/Agreement:

Agreement to be signed after County Board approval

Legal Review:

By the State Attorney's office

Follow-Up:

After agreement has been signed it will be sent to IDOT for approval.

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

22-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF A
LOCAL PUBLIC AGENCY ENGINEERING SERVICES AGREEMENT WITH
CHASTAIN & ASSOCIATES, LLC FOR
RIVERSIDE BLVD. (CH 55) BETWEEN MATERIAL AVENUE AND SAGE DRIVE
AND FOR APPROPRIATING MOTOR FUEL TAX FUNDS
(SECTION 21-00624-00-RS)**

WHEREAS, pavements on Riverside Boulevard between Material Avenue and Sage Drive were constructed in 1972 and are currently in need of repair, rehabilitation and reconstruction; and

WHEREAS, improvement of this section of Riverside Boulevard is currently listed as a priority project for the County of Winnebago according to the Winnebago County Highway Asset Management System; and

WHEREAS, through RPC Region 1 Planning Council the County has been award \$4,860,905 in Federal highway funds and \$668,301 in Covid Relief funds; and

WHEREAS, due to receiving Federal funds a Phase I engineering design study is required for East Riverside Boulevard from Material Avenue to Sage Drives; and

WHEREAS, Chastain & Associates, LLC has agreed to provide Phase I engineering design services using Motor Fuel Tax and Federal Aid Match Funds for a not to exceed fee of \$514,753.00 as set forth in the attached Agreement, and that the sum of \$260,000.00 needs to be appropriated from the Motor Fuel Tax fund to pay for this work; and

WHEREAS, it would be in the public interest to enter into the attached Local Public Agency Engineering Services Agreement for Motor to provide for a Phase I design engineering study for the repair, rehabilitation and reconstruction of Riverside Boulevard between Material Avenue and Sage Drive and to appropriate the sum of \$260,000.00 from the Motor Fuel Tax funds.

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 the attached Local Public Agency Engineering Services Agreement with Chastain & Associates, LLC at a not to exceed price of \$514,753.00 for the preparation of a Phase I design engineering study of Riverside Boulevard between Material Avenue and Sage Drive and that the sum of two hundred and sixty thousand dollars (\$260,000.00) is hereby appropriated via IDOT form BLR 09110, both in substantially the form attached hereto under Section 21-00624-00-RS; and

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

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 Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Angela Fellars

Angela Fellars




Burt Gerl

Burt Gerl



Dave Kelley, Vice Chairman

Dave Kelley, Vice Chairman



Jim Webster

Jim Webster

Kevin McCarthy

Kevin McCarthy

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

Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois



Local Public Agency Engineering Services Agreement



Using Federal Funds? ☐ Yes ☒ No Agreement For **MFT PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency Winnebago County Highway Department	County Winnebago	Section Number 21-00624-00-RS	Job Number
Project Number 	Contact Name Frank J. Hodina, PE	Phone Number (815) 319-4000	Email fhodina@wincoil.us

SECTION PROVISIONS

Local Street/Road Name Riverside Boulevard	Key Route CH 55 (FAP 525)	Length 3850'	Structure Number
Location Termini Material Avenue - Sage Drive			Add Location Remove Location

Project Description

**Rehabilitation of Riverside Boulevard. Upgrade existing traffic signals at two intersections
Section 21-00624-00-RS**

Engineering Funding ☐ MFT/TBP ☐ State ☒ Other **LOCAL**
Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☐ State ☒ Other **LOCAL**

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☐ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name Chastain and Associates, LLC	Contact Name Tom Okite, PE	Phone Number (815) 519-1629	Email tokite@chastainengineers.com
Address 6832 Stalter Drive, Suite 100	City Rockford	State IL	Zip Code 61108

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT E: Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☒ Contract Addendum
- ☒ Schedule of Rates
- ☐

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit D).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

(1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.

(2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

(Maximum Fee \$20,000) (For federal funds the lump sum shall be developed using Cost Plus Fixed Fee Formula).

☒ Specific Rate

\$514,753.20

(Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

11. For Preliminary Engineering Contracts:

- (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
- (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Chastain and Associates, LLC	370714576	\$407,821.20

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Artisan Consulting Engineers		\$78,500.00
Testing Services Corporation		\$15,500.00
Kaskaskia Engineering Group		\$12,932.00
Subconsultant Total		\$106,932.00
Prime Consultant Total		\$407,821.20
Total for all work		\$514,753.20

Add Subconsultant

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The of

By Date

By Date

Name of Local Public Agency Local Public Agency Type Title

Clerk

(SEAL)

Executed by the ENGINEER:

Consultant (Firm) Name

Attest:

Chastain and Associates, LLC

By



Date

2/2/22

Title

Principal

By



Date

2/2/22

Title

Project Manager

EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Winnebago County Highway Department is considering improvements to Riverside Boulevard. Under consideration is the resurfacing of Riverside Boulevard from Material Drive to Sage Drive. This scope will address Phase 1 Engineering for the above project.

This scope will address Phase I Engineering for the above project.

The engineering will be funded locally. The construction will be funded with local, State and Federal funding. Improvement will be designed in accordance with IDOT Bureau of Local Road Manual.

Limits of the work will be along Riverside Boulevard from a point east of the Union Pacific Railroad crossing, approximately 185' east of Material Drive, to 1600' East of Alpine Road, Sage Ave. This work includes modifications and interconnect of two signalized intersections: Riverside Boulevard at Forest Hills Road and Riverside Boulevard at Alpine Road. The signals at Alpine Road at the Valli Produce Entrance are specifically excluded. There are no structures along these limits and no retaining walls are expected to be necessary. Side streets will not have any lane configuration changes and extents of improvements on side streets will terminate at their PC. Riverside improvements will consist of storm sewer replacement, signals replacement and interconnect, ADA ramps, curb and median replacement, pavement patching, mill, and overlay.

The project will include developing the geometric and pavement improvements necessary to rehabilitate the pavement, improve traffic signal performance, reduce traffic accident incidence, and support pedestrian movements in the corridor.

Plans will be prepared in English units (feet) using AutoCAD Civil 3D software in IL State Plane Coordinates (West Zone).

Scope of Services:

We propose to provide the following services:

1. Project Management
 - a. Project setup and kickoff
 - b. Staffing and management control
 - c. Financial and schedule control and coordination
 - d. Agency (2) and client (4) meetings
 - e. Code analysis and permit applications
2. Surveys:
 - a. Route Survey of Riverside Boulevard
 - b. No ROW Plats will be prepared
3. Phase I Studies
 - a. Prepare soil boring location map for geotechnical exploration
 - i. Cause to be completed a geotechnical exploration with pavement design recommendations for all major sections of the corridor
 - ii. Determine core/boring locations from IDOT policy Manual
 - iii. Stake/mark core locations in existing pavement
 - iv. Traffic control to be provided by the County
 - v. Sample and test material for CCDD determination
 - b. ESR
 - i. Prepare and submit ESR to IDOT with exhibits

- ii. ESR review coordination with review agencies
 - c. Public Involvement/Utility coordination
 - i. Prepare utility notification letters. County staff will coordinate required utility relocations.
 - ii. Prepare exhibits for public involvement meetings
 - iii. Attendance at public involvement meetings by Engineer will be additional to the contract on a time and materials basis
 - d. Intersection Design Studies (based on work previously done) to be submitted to IDOT for review and approval.
 - i. Include geometry and phasing.
 - ii. Profiles to remain as-is.
 - iii. Primary differences between current and previous work done is that new IDS is to include pedestrian phasing and accommodation; Handicap ramps only. Striping of crosswalks only if sidewalks are constructed.
 - e. Pavement Design and Life Cycle Cost Analysis.
 - f. Prepare and submit PDR with exhibits to IDOT for review and approval
 - g. A Phase I PESA will be performed
 - h. Other studies (e.g. environmental, archeological) may be as necessary per IDOT requirements and paid on a Time and Material basis.
 - 4. Phase I Design Plans and Documents
 - a. Phase I Concept Plans
 - i. Cover; general notes; typical sections; summary of quantities
 - ii. Existing conditions; alignments; ROW and survey control;
 - iii. Traffic signal plans (Not including Temporary Signals design); Maintenance of Traffic and Construction Phasing Concept
 - iv. Plan and Profile Sheets; to include geometric improvements and ADA ramps (no sidewalk). Bike paths not expected at this time, but may be added at a later date as a supplement.
 - v. Cross Section Sheets. We will identify possible wall locations, but will not complete detailed wall designs in Phase I.
 - vi. No Construction Details
 - b. A Design Waiver request will be prepared and submitted if necessary
 - c. Construction Cost Estimates
 - 5. QA/QC
- Items to be performed by subs/others:
- 1. Land Survey services
 - 2. Geotechnical services
 - 3. Additional specialty studies as required.
 - 4. Utility coordination by County
 - 5. Public meetings by County

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

21-00624-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Not applicable

Local Public Agency

County

Section Number

Winnebago County Highway Department

Winnebago

21-00624-00-RS

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input checked="" type="checkbox"/> CADD	Actual cost (Max \$15/hour)	1572	\$18.00	\$28,296.00
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				\$28,296.00

Winnebago County Highway Department

Winnebago

21-00624-00-RS

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
	Project Criteria	Weighting	
	Add		
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

Local Public Agency	County	Section Number
Winnebago County Highway Department	Winnebago	21-00624-00-RS

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Name of Local Public Agency	Insert the name of the LPA.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Name of Local Public Agency	Insert the name of the Local Public Agency.
Local Public Agency Type	Insert the type of LPA.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name	Insert the name of the engineering firm the agreement is with.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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Exhibit A	Insert the scope of services covered by this agreement for this project.
Exhibit B	Insert the project schedule that applies to this agreement.
Exhibit C	Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.
Exhibit D	Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.
Exhibit E	Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.
Exhibit	Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk

ADDENDUM

Preliminary Engineering Services Agreement

**Rehabilitation of Riverside Blvd
Material Avenue to Sage Drive**

Revise Item 4 of THE LPA AGREES to read as follows:

The LA AGREES to Pay the ENGINEER as compensation for all services performed as stipulated in paragraphs the Scope of Services a sum of money NOT TO EXCEED \$514,753.20 on the basis of a Direct Labor Multiple of 3.2. CADD costs will be billed at the actual expense of \$18.00 / hr.



2022 SCHEDULE OF RATES

<u>Classification</u>	<u>Per Hour Rate Net</u>	
	<u>From</u>	<u>To</u>
Engineers		
Project Principal	\$230.40	\$233.60
Senior Project Manager	\$236.80	\$240.00
Project Manager II	\$185.60	\$205.92
Project Manager I	\$153.60	\$192.00
Project Engineer II	\$148.80	\$161.60
Project Engineer I	\$126.40	\$140.80
Engineer	\$84.42	\$128.00
Surveyors		
Chief of Survey	\$171.20	\$171.20
Surveyor II	\$120.16	\$120.16
Surveyor I	\$80.00	\$80.00
Technical		
Senior Technician	\$169.60	\$169.60
Tech. IV	\$158.40	\$158.40
Technician III	\$124.80	\$140.80
Technician II	\$104.96	\$112.00
Technician I	\$67.20	\$102.40
Office Services and Records		
Administrative	\$59.52	\$128.00

The above rates apply to all projects with exception to depositions and expert witness, in which all time spent for the preparation for depositions, providing the deposition, preparation for trials, and time spent in trial shall be billed at a rate of 2.0 times the above rate for all staff involved.

Expenses such as interim travel and subsistence, telephone, blueprints, subsurface investigations, laboratory testing, and subcontractor work approved by the client, will be charged at actual cost. A 10% administration fee may be charged on outside expenses.

A Fathometer for hydrographic surveys will be invoiced at \$150.00 per day. The use of a Survey Laser Scanner will be invoiced at \$1,000.00 per day. The use of an ATV or UTV will be invoiced at \$200.00 per day or actual rental cost. The use of a drone for aerial surveys or photography will be invoiced at \$50.00 per hour.

Necessary field vehicles are charged at \$65.00 per day. All other mileage is charged at 58.5 cents per mile net (or the current rate allowed by the I.R.S.). Boat Service fees are \$350 per day.

Above quotations are subject to change with 60 days review by client, due to circumstances beyond our control.

Updated 12/26/21



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

☐ Yes ☒ No

Resolution Type

Original

Resolution Number

Section Number

21-00624-00-RS

BE IT RESOLVED, by the Board

of the County

Governing Body Type

Local Public Agency Type

of Winnebago

Illinois that the following described street(s)/road(s)/structure be improved under

Name of Local Public Agency

the Illinois Highway Code. Work shall be done by Contract

Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
East Riverside Boulevard	1	CH-55	Material Avenue	Sage Drive

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Phase I design

2. That there is hereby appropriated the sum of two hundred sixty thousand

Dollars (\$260,000.00) for the improvement of

said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Lori Gummow

County

Clerk in and for said County

Name of Clerk

Local Public Agency Type

Local Public Agency Type

of Winnebago

Name of Local Public Agency

in the State aforesaid, and keeper of the records and files thereof, as provided by

statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Board

of Winnebago

at a meeting held on

Governing Body Type

Name of Local Public Agency

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this

Day

Month, Year

(SEAL)

Clerk Signature

Date

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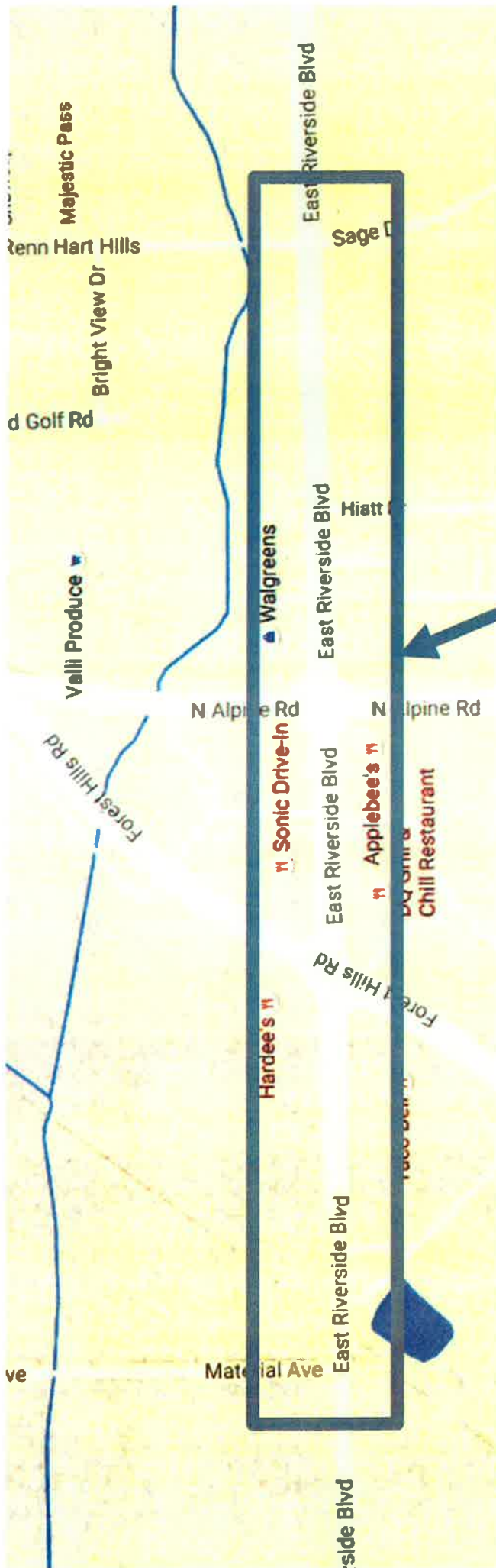
Approved

Regional Engineer

Department of Transportation

Date

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**RIVERSIDE BLVD. (CH 55)
MATERIAL TO SAGE
SEC. 16-00624-00-ES
LOCATION MAP**





Resolution Executive Summary

Prepared By: Winnebago County Highway Department

Committee: Public Works Committee

Committee Date: February 15, 2022

Resolution Title: Resolution Authorizing the Execution of a Master Services Agreement with Frost Control Systems, Inc. for Installation and Operation of Four Pavement Sensors on County Highways

County Code: PWC Resolution #22-005

Board Meeting Date: Thursday, February 24, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$ 11,000
If not, explain funding source:	
ORG/OBJ/Project Code: 461-42290	Budget Impact: \$9,900

Background Information:

In order to efficiently respond for salting and plowing during winter operations, it is important to have real time data such as pavement and air temperatures, dew point, humidity and digital images. Pavement & bridge deck temperatures are especially critical for traffic safety. The 4 sensors are located in different areas of the county including one bridge. This company also has 4 sensors within the City of Rockford and we have access to their data to make more informed decisions.

Recommendation:

We request approval of this two year agreement

Contract/Agreement:

After approval by the County Board

Legal Review:

By the State Attorney's office

Follow-Up:

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

22-CR-XXX

**SUBMITTED BY: PUBLIC WORKS COMMITTEE
SPONSORED BY: DAVE TASSONI**

**RESOLUTION AUTHORIZING THE EXECUTION OF A
MASTER SERVICES AGREEMENT WITH
FROST CONTROL SYSTEMS, INC FOR INSTALLATION AND OPERATION OF
FOUR PAVEMENT SENSORS ON COUNTY HIGHWAYS**

WHEREAS, real time information is critical to improve timing of winter operations call outs by the Highway Department to the various zones in the County, with pavement and bridge deck temperatures being an essential part of that information; and

WHEREAS, Frost Control System, Inc. provides sensors with integrated cameras which are able to generate real time surface and air temperatures, still shot imaging, dew point and humidity data; and

WHEREAS, Frost Control System, Inc. previously contracted with the City of Rockford to provide same services at four locations within the city limits and information from those sensors can be accessed by County personnel as well; and sensors were installed at four different locations on County Highways in November of 2021 with satisfactory results; and

WHEREAS, it would be in the public interest to enter into the attached Master Services Agreement for four sensors with cameras, located in different parts of the County, for a two year term at a price of nine thousand nine hundred dollars (\$9,900) per year, and funding for the aforementioned shall be 461-42290.


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, the attached Master Services Agreement with Frost Control System, Inc., for a two year term at nine thousand nine hundred dollars (\$9,900) per year in substantially the form attached hereto; and

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effect immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Winnebago County Auditor, Treasurer and County Engineer.

Respectfully submitted,
PUBLIC WORKS COMMITTEE

AGREE

DISAGREE



Dave Tassoni, Chairman

Dave Tassoni, Chairman



Dave Kelley

Dave Kelly

Kevin McCarthy

Kevin McCarthy




Angela Fellars

Angela Fellars



Burt Gerl

Bert Gerl



Jim Webster

Jim Webster

~~Jas Bilich~~

~~Jas Bilich~~

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

Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

MASTER SERVICES AGREEMENT

This Master Service Agreement (together with any Order Form, the “Agreement”) is entered into and made effective as of 10.1.21 (the “Agreement Date”), by and between Frost Control Systems, Inc., a Delaware corporation (“Frost Control Systems”), located at 1400 E. Angela Blvd., South Bend, Indiana 46617, and Winnebago County, IL (“Customer”), Located at 424 N. Springfield Ave., Rockford, IL 61101.

NOW THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

“Agreement” means, collectively, this Agreement, any Order Forms, Statements of Work, and any materials available on the Frost Control Systems website specifically incorporated by reference herein, as such materials may be updated by Frost Control Systems from time to time in its sole discretion.

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity where control consists of the ownership of 50% or more of the equity securities of the relevant party.

“Application Services” means the online, internet-based software application(s) provided by Frost Control Systems pursuant to one or more Order Forms and which is accessed by Customer via the Internet. Except as expressly provided to the contrary, the Hardware supplied by Frost Control Systems for use in connection with the Application Services is included in the use of the Application Services.

“Confidential Information” means information in any form or medium (whether oral, written, electronic, or other) relating to any business, financial, operational or technical information provided by one party hereunder to the other party that is marked or otherwise identified as confidential or proprietary, or that the receiving party knows or should know is confidential or proprietary. In addition, the parties acknowledge and agree that the Frost Control Systems name, the Frost Control Systems logo, the Services and the terms of and pricing under this Agreement constitute Confidential Information of Frost Control Systems.

“Customer Data” means all information, data, and other content, in any form or medium, that is submitted, posted, supplied, results from processing Customer Data in connection with the Application Services or is otherwise transmitted by or on behalf of Customer to Frost Control Systems through the Services.

“Hardware” means any sensor, transmitter, storage or other tangible property that is provided by Frost Control Systems to Customer for use in connection with the Application Services.

“Order Form” means an order form executed by the parties that defines access to the Services, use allowances, and/or Professional Services purchased by Customer and is part of this Agreement. The Order Form may contain allowances and limitations that may subject Customer to additional fees if use exceeds such allowances following written notice thereof by Frost Control Systems and the reasonable opportunity to reduce use to permitted allowances.

“Professional Services” means services provided by Frost Control Systems staff or contractors as set forth in the applicable Order Form.

“Service Level Agreement” means the Service Level Agreement attached hereto as Exhibit A.

“User’s Guide” means Frost Control Systems’ online user documentation for the Application Services, as updated from time to time by Frost Control Systems.

2. PROVISION OF SERVICES/RIGHTS OF USE

- 2.1. Subject to the terms and conditions of this Agreement and any Order Form, Frost Control Systems hereby grants to Customer, and Customer hereby accepts from Frost Control Systems, a non-exclusive, non-sublicensable, and non-transferable (except as set forth herein) license (“License”), to use the Application Services, including any updates thereto, as expressly stated in an Order Form, for the Term (as defined in this Agreement). Frost Control Systems shall: (a) provide the Application Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (b) use commercially reasonable efforts to ensure that the Application Services perform in material compliance with the Specifications; (c) provide support to Customer as provided in the Order Form; (d) comply with all applicable laws and regulations in the performance of such services and the operation, hosting and maintenance of the Application Services; and (e) use reasonable safeguards consistent with industry standards in providing the Services hereunder to prevent security breaches and protect its servers from unauthorized access.
- 2.2. Frost Control Systems reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Frost Control Systems.

3. CUSTOMER RESPONSIBILITIES AND USE GUIDELINES

- 3.1. Customer shall use the Application Services as contemplated by this Agreement and Customer shall be responsible for its use of the Application Services.
- 3.2. Customer shall: (a) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data (as hereinafter defined); (b) prevent unauthorized access to, or use of, the Application Services, and notify Frost Control Systems promptly of any such unauthorized access or use; (c) review and, if

acceptable, agree to any third party agreements or terms of service prior to using the Services in connection herewith and abide by the rules set forth therein; (d) comply with all applicable local, state, federal and foreign laws in using the Application Services including; (e) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Application Services available to any third party except as set forth in this Agreement; (f) not transmit or store within the Application Services infringing, obscene, threatening, defamatory, fraudulent, abusive, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (g) not upload to, or store within the Application Services, any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (h) not interfere with or disrupt the integrity or performance of the Application Services or the data contained therein; (i) not attempt to gain unauthorized access to the Application Services or its related systems or networks, or access the same in order to build a competitive product or service, or to copy any ideas, features, functions or graphics of the Application Services; (j) not modify, copy or create derivative works based on the Application Services; (k) not frame or mirror any content forming part of the Application Services, other than on Customer's own intranets or otherwise for its own internal business purposes; and (l) not reverse engineer or decompile the Application Services. Customer shall not transfer or assign the License without Frost Control Systems' written consent, provided, however, that if the Application Services include a license requiring third party interaction, Customer may grant access to the Application Services to those third parties who are authorized by Customer to supply data. Customer's obligations under clause (g) shall be deemed fulfilled if Customer uses reasonable methods to prevent transmission of elicited code and does not intentionally transmit any of the same to Frost Control Systems or the Application Services.

4. SERVICE LEVEL AND SUPPORT

Subject to the terms and conditions of this Agreement, Frost Control Systems shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit A.

5. FEES AND PAYMENT

- 5.1. Customer shall pay all fees specified in an Order Form, via a physical invoice or an electronic invoice, without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars pursuant to Illinois' Local Government Prompt Payment Act, 50 ILCS, 505/1 et seq. . Except as otherwise specified in an Order Form, (a) fees are based on Services purchased and not actual usage or Services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the Services purchased cannot be decreased during the relevant Term.

Frost Control Systems shall invoice in advance and in accordance with the applicable Order Form. All invoices shall be paid pursuant to Illinois' Local Government

Prompt Payment Act, 50 ILCS 505/1 et seq..

- 5.2. Unless otherwise stated, Frost Control Systems' fees do not include any direct or indirect, local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature or kind, including value-added, use or withholding taxes (collective, "Taxes"). Customer is responsible for all Taxes associated with its purchases hereunder, excluding any taxes imposed on Frost Control Systems' income. If Frost Control Systems has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Frost Control Systems with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. CONFIDENTIAL INFORMATION.

From time to time during the Term, either party may disclose or make available to the other party Confidential Information. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Agreement Date and will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1. Subject to the limited rights expressly granted hereunder, Frost Control Systems reserves all rights, title and interest in and to the Application Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Frost Control Systems shall own all rights, title and interest, including all intellectual property rights, in and to any improvements to the Application Services or any new programs, upgrades, modifications or enhancements developed by Frost Control Systems or Customer in connection with rendering the

Application Services to a Customer, even when refinements and improvements result from Customer's request, unless expressly set forth in an Order Form for custom development. To the extent, if any, that ownership in such refinements and improvements does not automatically vest in Frost Control Systems by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to Frost Control Systems all rights, title, and interest which Customer may have in to such refinements and improvements.

- 7.2. As between Frost Control Systems and Customer, Customer exclusively owns all rights, to data or information submitted by Customer for use in the Application Services ("Customer Data"). As such, Customer has the right to and hereby does grant to Frost Control Systems the right to use Customer Data in connection with the Application Services and other services to be provided hereby by Frost Control Systems. In addition, Customer hereby grants Frost Control Systems a perpetual, royalty-free, revocable, non-transferable license to use the Customer Data for Frost Control Systems to improve the Application Services and for use with aggregated, de-identified data in benchmark and aggregate data sets.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Each Party represents and warrants that it has the legal power to enter into this Agreement; that the signatory hereto has the authority to bind the applicable organization; and when executed and delivered, this Agreement will constitute the legal, valid, and binding obligation of each Party, enforceable in accordance with its terms.
- 8.2. Frost Control Systems warrants that the Application Services (excluding the Hardware) will conform in all material respects to the service levels set forth in Exhibit A when accessed and used in accordance with the User's Guide. Frost Control Systems warrants that the Hardware will be free from material defects in materials or workmanship for the period from start date specified in a relevant Order Form and continues for the period specified in any Order Form to Customer; provided the Hardware is used in conformity with the operating instructions and the warranty expressly disclaims physical damage to the Hardware and damage from adverse weather or environmental sources. Frost Control Systems does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit A.

- 8.3. Customer's exclusive remedies for breach of the warranties provided herein shall be the repair or replacement of the non-conforming Application Services, Hardware or Professional Services. Any claim for breach of warranty shall be made by providing written notice thereof to Frost Control Systems together with a detailed explanation of the purported error. If repair or replacement is not possible within forty-five (45) days following Frost Control Systems' receipt of written notice of a breach of the warranty, Customer may terminate the license to the defective Application Services (excluding Hardware) by providing written notice of the same to Frost Control Systems. Customer shall then be entitled to receive a refund of the fees paid by Customer for the Application Services that are pre-paid and unused, for the period after termination.
- 8.4. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THEIR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY EITHER PARTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, FROST CONTROL SYSTEMS MAKES NO WARRANTY OF ANY KIND THAT THE APPLICATION SERVICES, PROFESSIONAL SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. LIMITATION OF LIABILITY

- 9.1. EXCEPT FOR LIABILITY ARISING FROM THE PARTIES INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY

OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FROST CONTROL SYSTEMS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

10. INDEMNIFICATION

- 10.1. Frost Control Systems will defend, indemnify and hold Customer harmless against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (the "Losses") incurred by Customer in connection with any actions, suits, proceedings, or claims made or brought by a third party against Customer alleging that the Application Services (excluding Hardware) infringes any U.S. intellectual property right of any third party, provided that Customer (a) gives prompt written notice of any such claim to Frost Control Systems; (b) gives to Frost Control Systems sole control of the defense and resolution of such claim; and (c) provides reasonable information and assistance to Frost Control Systems in defending such claim.
- 10.2. If the Application Services (excluding Hardware) is held to infringe, or in Frost Control Systems' opinion the Application Services is likely to be held to infringe any Intellectual Property rights of a third party, Frost Control Systems may at its sole discretion and expense, either: (a) secure the right for Customer to continue use of the infringing Application Services; (b) replace or modify the infringing Application Services to make it non- infringing, provided such Application Services contains substantially similar functionality; or (c) terminate the licenses to the infringing Application Services modules granted hereunder. If Frost Control Systems elects to terminate the Application Services Subscription under the foregoing provision, as Customer's sole and exclusive remedy, Frost Control Systems shall refund to Customer any unused, prepaid license fees for the infringing Application Services modules indicated on the related Order Form. This Section 10.2 shall not apply to the extent that the alleged infringement arises from (x) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Frost Control Systems or authorized by Frost Control Systems in writing; (y) modifications to the Services not made by Frost Control Systems; or (z) Customer Data.
- 10.3. Customer shall indemnify, hold harmless, and, at Frost Control Systems' option, defend Frost Control Systems from and against any Losses resulting from any actions, suits, proceedings, or claims made or brought by a third party against Frost Control Systems (a) that the Customer Data, or any use of the Customer Data in accordance

with this Agreement, infringes or misappropriates such third party's intellectual property rights or (b) based on Customer's or any authorized user's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by Frost Control Systems or authorized by Frost Control Systems in writing; or (iv) modifications to the Services not made by Frost Control Systems, provided that Customer may not settle any third-party claim against Frost Control Systems unless Frost Control Systems consents to such settlement, and further provided that Frost Control Systems will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice.

- 10.4. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND FROST CONTROL SYSTEMS' SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. TERM AND TERMINATION

- 11.1. This Agreement commences on the start date specified in a relevant Order Form and continues for the period specified in any Order Form, through and including any renewals thereof, unless sooner terminated as provided in this Agreement (together, the "Term"). Upon expiration of the Term or any Order Form, unless Customer notifies Frost Control Systems in writing at least thirty (30) days prior to the expiration of such Term, the Term will automatically renew for the same period of time as the initial Order Form and Customer will be invoiced accordingly.
- 11.2. Either Customer or Frost Control Systems may terminate this Agreement and any or all Order Forms as a result of a material breach of this Agreement by the other party, if (a) such party provides written notification to the other party of the material breach, and (b) such material breach is not cured or resolved within thirty (30) days of notification, or, in the case of a failure to pay fees in a timely manner by Customer, the material breach is not cured or resolved in a fifteen (15) day period.
- 11.3. Customer may terminate any Order Form at any time, however termination pursuant to this Section 11.3 shall not result in any refund of payments made or payable to Frost Control Systems during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Control Systems.
- 11.4. In the event of expiration of the Term or termination of this Agreement or any Order Form, Customer's access and use of the Application Services and Customer's rights under this Agreement and/or the relevant Order Forms shall cease immediately upon expiration or termination.

12. PUBLICITY

Customer hereby agrees, subject to Customer's review and approval, which approval shall not be unreasonably withheld or delayed, to: (a) allow Frost Control Systems to use Customer's name and logo in Frost Control Systems' customer list, on Frost Control Systems' web site, and in Frost Control Systems' marketing materials; and (b) allow Frost Control Systems to reference Customer in a press release that announces Customer's decision to use the Application Services.

13. SURVIVING PROVISIONS

This Section 13 and Sections 1, 5, 6, 7, 8.4., 9, 10, and 14 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

14. MISCELLANEOUS

- 14.1. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein, supersedes all prior agreements and Customer purchase order terms, whether written or oral, and supersedes and merges all prior discussions between the parties. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Exhibit or Order Form, the terms of this Agreement shall prevail unless expressly stated otherwise in the applicable Exhibit or Order Form. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other Customer order documentation (excluding Order Forms and Statements of Work) or in any Frost Control Systems documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. The language used in this Agreement shall be deemed to be language chosen by both parties hereto to express their mutual intent, and no rule of strict construction against either Party shall apply to rights granted herein or to any term of condition of this Agreement.
- 14.2. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second (2nd) business day after mailing; (c) the second (2nd) business day after sending by confirmed facsimile; or (d) the second (2nd) business day after sending by email. Notices to Frost Control Systems shall be addressed to the attention of its President. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated on the signature page.
- 14.3. The parties are independent contractors. Nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

- 14.4. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
- 15.5. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld, conditioned or delayed). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without consent of the other party, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party or to an Affiliate of such competitor. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 15.6. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 15.7. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 15.8. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.
- 15.9. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered

will be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(Signature page follows)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Agreement Date.

WINNEBAGO COUNTY, IL

By: _____
Name:

Date: _____

FROST CONTROL SYSTEMS, INC.

By: _____
Cory More, National Sales Manager

EXHIBIT A
SERVICE LEVEL AGREEMENT

AVAILABILITY

Frost Control Systems shall use commercially reasonable efforts to make the Application Services generally available twenty four (24) hours a day, seven (7) days a week at a rate of 75% uptime, ("Uptime Commitment") except for: (i) planned downtime, which shall be any period for which Frost Control Systems provides at least eight (8) hours' notice that the Application Services will be unavailable; (ii) any unavailability caused by circumstances beyond Frost Control Systems' reasonable control, including without limitation, computer or telecommunications failure or delays involving hardware or software not within Frost Control Systems' possession or reasonable control, and network intrusions or denial of service attacks; (iii) any period of unavailability lasting sixty (60) minutes or less; or (iv) a disruption in the connection between the server on which Application Services is located based on a failure of Customer's connection to the public Internet or a general failure of the public Internet not related specifically to Application Services' infrastructure. If Frost Control Systems fails to meet the Uptime Commitment for two (2) consecutive calendar months or fails to meet the Uptime Commitment for any three (3) calendar months within any twelve (12) month period, then by notice given within thirty (30) days after the end of the month which triggered Customer's right of termination, Customer may terminate this Agreement, and receive a refund of any pre-paid fees for periods after the effective date of termination. The provisions of this Service Level Agreement state Customer's sole and exclusive remedy for any service level deficiencies of any kind.

SUPPORT

Frost Control Systems will use commercially reasonable efforts to provide Application Services support to Customer comprised of (i) on-line access to the Frost Control Systems support at [contact@frostcontrolsys.com]; and (ii) Frost Control Systems' telephone support at [574-993-4400]. Frost Control Systems will use commercially reasonable efforts to respond to Customer's inability to access the Application Services or a component of the Application Services which had previously performed as expected within the guidelines laid out above.



Proposal Details

Included Services & Hardware	Quantity	Per Unit Cost	Total
Mini RWIS Sensor w/ Camera	4	\$2,750	\$11,000.00
Mini RWIS Sensor* Non-Invasive, Battery Powered, Infrared Sensor, and Integrated Camera Providing: <ul style="list-style-type: none">▪ Surface Temperature▪ Still Shot Imaging - Day and Night Images▪ Air Temperature▪ Dew Point▪ Humidity Application Services <ul style="list-style-type: none">▪ Weather Data & Forecasting Services▪ Surface Temperature Forecasting▪ Precipitation: Rate, Type & Accumulation▪ Wind Speed & Direction▪ Software Integration▪ Mobile & Desktop Access▪ Interactive Map View▪ Reporting & Analytics Tools▪ Customizable Alerts▪ Historical Data Storage Maintenance and Replacement <ul style="list-style-type: none">▪ Annual Repair, Replacement, and Calibration▪ Replacement units shipped within 48 hours Installation <ul style="list-style-type: none">▪ On-Site FCS Engineer Support			
Term Length Discounts <ul style="list-style-type: none">▪ 1 Year Service Agreement: 0%		\$2,750	\$11,000
<ul style="list-style-type: none">▪ 2 Year Service Agreement: 10%		\$2,475	\$9,900/Yr
<ul style="list-style-type: none">▪ 3 Year Service Agreement: 12.5%		\$2,405	\$9,620/Yr
<ul style="list-style-type: none">▪ 5 Year Service Agreement: 15%		\$2,337	\$9,348/Yr
		Total	-



Terms & Conditions

The Term of the Order Form may be one year, three years, or five years, as set forth below. Prices listed on this Order Form reflect a discount based upon the current year's volume, system price and the term selected, billed annually. Customer may renew at the end of the Term by providing written notice to FCS on or before the expiration of the then-current Term. If Customer fails to provide timely notice of its intent to renew this Agreement, then this Agreement shall terminate on the expiration of the then-current Term, unless sooner terminated as provided in this Agreement. The customer has the right to discontinue the Frost Control Application Services at any time upon at least 30 days written notice.

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Control Systems and our Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

Term:	Effective Date: 10.1.21	Renewal Date:
Frost Control Systems, Inc		
Customer: Winnebago County, IL		
_____ Signature	_____ Signature	
_____ Printed Name & Title	_____ Printed Name & Title	
_____ Date	_____ Date	

Frost Control Systems, Inc
1400 E Angela Blvd
South Bend, IN 46617
E: contact@frostcontrolsystms.com
P: 574.340.6226

Cory Moore
National Sales Manager
E: cmoore@frostcontrolsystms.com
P: 248.404.8677

Public Safety & Judiciary Committee



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: February 16, 2022
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICES AGREEMENTS FOR SMART PROBATION: INNOVATIONS IN SUPERVISION.
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: February 24, 2022
Budget Information:

Was item budgeted?	No	Amount:	\$714,808
If not, explain funding source: U.S. Department of Justice			
ORG/OBJ/Project Code: 61400/various/02702			Budget Impact: n/a

Background Information: Winnebago County and the 17th Judicial Circuit Court propose to accept award to expand services and service hours at the Winnebago County Resource Intervention Center (RIC). The award provides funding for the 17th JUDICIAL CIRCUIT COURT to employ a RIC PM Program Coordinator as well as additional funding to support staff for Thinking for a Change evening programming. The 17th Judicial Circuit Court will enter into agreement with REMEDIES to provide Partner Abuse Intervention Programming (PAIP), to include Spanish services. Also included is funding for evening security which will be provided by METRO SECURITY, and grant compliance support which will be provided by WINNEBAGO COUNTY.

Recommendation: I recommended the following 3-year Agreements:

- | | |
|--|-----------|
| 1) Accept Award Agreement from U.S. Department of Justice | \$714,808 |
| 2) Sub- Agreement with Remedies for Partner Abuse Intervention @ RIC | \$214,720 |
| 3) Sub-Agreement, Metro Security | \$ 56,160 |

Contract/Agreement: County will accept Smart Probation: Innovations in Supervision Initiative, thereby entering into Agreement with the UNITED STATES DEPARTMENT OF JUSTICE; execute Agreements with REMEDIES (\$214,720) and METRO SECURITY (\$56,160), both of which will contain a 30-day out clause.

Legal Review: Legal has reviewed the award with DOJ and will review all Sub-Agreements prior to execution.

Follow-Up: Chairman's Office of Criminal Justice Initiatives and the 17th Judicial Circuit Court will proceed with agreement(s) executions.

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICES AGREEMENTS FOR SMART
PROBATION: INNOVATIONS IN SUPERVISION**

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded the Innovation in Supervision: Smart Probation grant from the Department of Justice; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the U.S. DEPARTMENT OF JUSTICE; and

WHEREAS, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

61400/various/02702

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, an Agreement with U.S. DEPARTMENT OF JUSTICE, in the dollar amount Seven Hundred Fourteen Thousand, Eight Hundred and Eight Dollars (\$714,808) and Sub Agreements with REMEDIES RENEWING LIVES, in the amount of two hundred fourteen thousand, seven hundred twenty dollars (\$214,720), and expenses of fifty-six thousand, one hundred sixty dollars (\$56,160) for METRO SECURITY.

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

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

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

Joseph V. Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

✓ Award Letter

December 3, 2021

Dear Marlana Dokken,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WINNEBAGO, COUNTY OF for an award under the funding opportunity entitled 2021 BJA FY 21 Smart Probation: Innovations in Supervision Initiative. The approved award amount is \$714,808.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

Congratulations, and we look forward to working with you.

Amy Solomon
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial

assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity.

Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a nondiscriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c) (5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

Memorandum Regarding NEPA

NEPA Letter Type

OJP - Categorical Exclusion

NEPA Letter

The Smart Probation: Innovations in Supervision Program provides state, tribal, and local community corrections agencies with information, resources, training and technical assistance on ways to improve supervision capacity and partnerships with other justice agencies to prevent recidivism and reduce crime in their jurisdictions.

None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third-party action:

(1) New construction

(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of

Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species

- (3) A renovation that will change the basic prior use of a facility or significantly change its size
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
- (5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories)

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion.

Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

Questions about this determination may be directed to your grant manager or Environmental Coordinator for the Bureau of Justice Assistance.

NEPA Coordinator

First Name

Middle Name

Last Name

Orbin

Terry

✓ Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name

WINNEBAGO, COUNTY OF

DUNS Number

010243822

Street 1

404 ELM ST STE 104

Street 2

City

ROCKFORD

State/U.S. Territory

Illinois

Zip/Postal Code

61101

Country

United States

County/Parish

Province

**Award Details****Federal Award Date**

12/3/21

Award Type

Initial

Award Number

15PBJA-21-GG-02797-SMTP

Supplement Number

00

Federal Award Amount

\$714,808.00

Funding Instrument Type

Grant

Assistance Listing Number Assistance Listings Program Title

16.812

Statutory Authority

Consolidated Appropriations Act, 2021, Public Law 116-260, 134 Stat 1182, 1259



I have read and understand the information presented in this section of the Federal Award Instrument.

▼ Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2021 BJA FY 21 Smart Probation:
Innovations in Supervision Initiative

Awarding Agency

OJP

Program Office

BJA

Application Number

GRANT13388185

Grant Manager Name **Phone Number**

Tracey Willis

202-305-1766

E-mail Address

Tracey.Willis@ojp.usdoj.gov

Project Title

Winnebago County, Resource Intervention Center (RIC) Expansion Project

**Performance Period
Start Date**

10/01/2021

**Performance Period End
Date**

09/30/2024

**Budget Period Start
Date**

10/01/2021

Budget Period End Date

09/30/2024

Project Description

The proposed project will expand hours and programming at the Winnebago County Resource Intervention Center (RIC) in *Rockford, Illinois*. The RIC is an evidence-based, multiagency, multidisciplinary center where public and private agencies assign staff to be co-located on-site to deliver coordinated services to the target population, *moderate and high-risk individuals on probation or pre-trial supervision in Winnebago County*.

The RIC currently operates Monday – Friday from 8 a.m. – 5 p.m., this funding will allow RIC to offer programming until 8:00 p.m. Monday – Thursday. *The funding goal is to reduce recidivism by increasing access to services, which will benefit individuals*

needing services, and the community as a whole.

Foundational to the RIC is adherence to the risk-need-responsivity (RNR) model, which states the risk and needs of the offender should determine the strategies appropriate for addressing the individual's criminogenic factors before and after release. Risk level is determined using validated risk/need assessments, a mandatory eligibility requirement for RIC services. RIC is available to moderate to high risk individuals and does not mix low risk populations.

Programming at the RIC is reflective of dynamic, changeable factors. RIC programming is a collaborative effort with community service agencies providing high school equivalency; job readiness; substance abuse assessment, intensive outpatient treatment; parenting classes; and Partner Abuse Intervention Programs (PAIP). RIC staff provides cognitive behavioral change groups such as anger management, Thinking 4 Change (T4C), Beyond Violence, and Beyond Trauma. RIC Therapists provide mental health assessments, individual therapy, and group therapy. Additionally, RIC personnel provide orientation groups, relapse prevention programming, and substance abuse aftercare.

Primary activities include a strategic planning period in which project partners define expanded duties of the RIC PM Programs Coordinator, research options for additional evening programs, and establish security safeguards for p.m. services. Products and deliverables include a Strategic Action Plan, and implementation of PM programming.

Community data and RIC wait lists suggest slating T4C and PAIP (expanded to offer Spanish) as the first two programs offered in evening hours. T4C will be led by the RIC PM Programs Coordinator and delivered in small groups over 25 lessons. Classes will meet 2 nights per week for 2 hours. The curriculum was developed in cooperation with the National Institute of Corrections and is an evidence-based, best-practice model. PAIP will be led by partner, Remedies, using the Cognition Works Change Curriculum. PAIP is 24 weeks in duration, each group meeting once per week for 2 hours.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.



I have read and understand the information presented in this section of the Federal Award Instrument.

✓ Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.



Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any

subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (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 200.1) within the scope of an OJP grant-funded program or activity, or
- (2) uses or operates a "Federal information system" (OMB Circular A-130).

The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

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.

8

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.

9

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."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) 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.

The recipient 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.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, 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").

12

Requirement for data on performance and effectiveness under the award

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.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- 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.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, 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, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (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).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this 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) 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).

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 with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

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

3. Allowable costs

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.

4. Rules of construction

A. Staff involved in the hiring process

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).

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 E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may 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.

The foregoing is not intended, and shall not be understood by the agency making this award,

to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. 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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) 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

b. 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 federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) 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.

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.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

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.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

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.

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

27

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.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

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.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient 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, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

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: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web

site at <https://ojp.gov/funding/FAPIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIS), and are incorporated by reference here.

32

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

33

The recipient must deliver to BJA, by the termination of the award period, an electronic copy of the Final Analysis and Report by the research partner. The Final Analysis and Report by the research partner must be submitted as a Deliverable via upload into the JustGrants System. The Final Analysis and Reports are, in general, made available to the public through the National Criminal Justice Reference Service (NCJRS) and may be electronically posted in the NCJRS virtual library.

34

The recipient may incur obligations, expend, and draw down funds in an amount not to exceed \$200,000 for the sole purpose of establishing an action plan within 180 days of receiving final approval of the project's budget from OCFO. The grantee is not authorized to incur any additional obligations, make any additional expenditures, or drawdown any additional funds until BJA has reviewed and approved the grant recipient's completed action plan and has issued an Award Condition Modification (ACM) removing this condition.

35

Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

36

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier

subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

37

The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. <AWARD_NUMBER> awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.

38

Recipient may not obligate, expend, or drawdown funds until the Bureau of Justice Assistance, Office of Justice Programs has reviewed and approved the Budget Narrative portion of the application and has issued an Award Condition Modification (ACM) informing the recipient of the approval.

39

The recipient shall submit semiannual performance reports. Performance reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov>

40

The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

41

Conditional Clearance

The recipient may not obligate, expend or draw down funds until the Office of the Chief

Financial Officer (OCFO) has approved the budget and budget narrative and an Award Condition Modification (ACM) has been issued to remove this award condition.



I have read and understand the information presented in this section of the Federal Award Instrument.

➤ **Award Acceptance**

Section C1 - Budget Worksheet & Narrative

1). Personnel (Salaries & Wages) (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
<i>TBD</i>	<i>RIC PM Program Coord. Yr 1</i>	\$ 43,000	annually	100.00%	1.00			\$ 43,000
<i>TBD</i>	<i>RIC PM Program Coord. Yr 2</i>	\$ 44,290	annually	100.00%	1.00			\$ 44,290
<i>TBD</i>	<i>RIC PM Program Coord. Yr 3</i>	\$ 45,619	annually	100.00%	1.00			\$ 45,619
<i>TBD</i>	<i>Grant Compliance Mgr, Yr 1</i>	\$ 55,000	annually	25.00%	1.00			\$ 13,750
<i>TBD</i>	<i>Grant Compliance Mgr, Yr 2</i>	\$ 56,375	annually	20.00%	1.00			\$ 11,275
<i>TBD</i>	<i>Grant Compliance Mgr, Yr 3</i>	\$ 57,785	annually	20.00%	1.00			\$ 11,557
<i>TBD</i>	<i>Probation Co-Facilitator #1 Yr1</i>	\$ 53	hour	100.00%	260.00			\$ 13,775
<i>TBD</i>	<i>Probation Co-Facilitator #1 Yr2</i>	\$ 55	hour	100.00%	260.00			\$ 14,329
<i>TBD</i>	<i>Probation Co-Facilitator#1 Yr3</i>	\$ 57	hour	100.00%	260.00			\$ 14,906
<i>TBD</i>	<i>Probation Co-Facilitator#2 Yr1</i>	\$ 53	hour	100.00%	260.00			\$ 13,775
<i>TBD</i>	<i>Probaiton Co-Facilitator#2 Yr 2</i>	\$ 55	hour	100.00%	260.00			\$ 14,329
<i>TBD</i>	<i>Probation Co-Facilitator#2 Yr3</i>	\$ 57	hour	100.00%	260.00			\$ 14,906
		<i>Total</i>				\$ -	\$ -	\$ 255,511

Personnel Narrative:

RIC PM Program Coordinator is responsible for the oversight of PM operations, including assessments, interventions, data collection, documentation, and the development and implementation of policies and procedures related to this project. The Program Mgr is also responsible for reviewing referrals, scheduling and conducting orientation, entering attendance, outcomes and any other required data, as well as facilitating PM groups. \$43,000 (annual salary, Year 1) + 44,290 (annual salary, Year 2) + 45,619 (annual salary, Year 3) = \$132,909

Grant Compliance Manager is responsible for ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; and payment for subcontracted services. \$55,000 (annual salary Year 1) @ 25% = \$13,750(per year); \$56,375 (annual salary Year 2) @ 20% = \$11,275 (per year); \$57,785 (annual salary Year 3) @ 20% = \$11,557 \$13,750 + 11,275 + 11,557 = \$36,582 Total Salary (Years, 1 - 3)

Probation Co-Facilitators are responsible for co-facilitation of PM Thinking for Change Groups. The two groups will each be facilitated two evenings per week. These facilitator positions will be filled by two current probation officers working in an overtime capacity for five hours per week. The positions will be filled during the planning period, so the hourly rate is unknown, but has been calculated using the hourly rate of the highest paid qualified employee. \$52.98 (hourly overtime rate Year 1) x 5 hours/week x 52 weeks/year = \$13,774.80 x 2 staff = \$27,549.60; \$55.11(hourly overtime rate Year 2) x 5 hours/week x 52 weeks/year = \$14,328.60 x 2 staff = \$28,657.20; \$57.33 (hourly overtime rate Year 3) x 5 hours/week x 52 weeks/year = \$14,905.80 x 2 staff = \$29,811.60

\$132,909 + \$13,750 + \$11,275 + \$11,557 + \$13,775 + \$14,329 + \$14,906 + \$13,775 + \$14,329 + \$14,906 = \$255,511

Section C2 - Budget Worksheet & Narrative

2. Fringe Benefits (2 CFR 200.431)—Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Other RETIREMENT	Other W/C	Other UNEMP	Flat Rate Fringe	Flat Rate Fringe				
			7.6500%	7.1400%	2.2700%	0.3000%	LIFE	HEALTH				
TBD	RIC PM Program Coord.Yr 1	\$ 43,000	\$ 3,289.50	\$ 3,070.20	\$ 976.10	\$ 129.00	\$ 30.00	\$ 22,022.00			29516.80	
TBD	RIC PM Program Coord. Yr-2	\$ 44,290	\$ 3,388.19	\$ 3,162.31	\$ 1,005.38	\$ 132.87	\$ 30.00	\$ 22,022.00			29740.74	
TBD	RIC PM Program Coord. Yr-3	\$ 45,619	\$ 3,489.85	\$ 3,257.20	\$ 1,035.55	\$ 136.86	\$ 30.00	\$ 22,022.00			29971.46	
TBD	Grants Compliance Mgr - Yr 1	\$ 13,750	\$ 1,051.88	\$ 981.75	\$ 312.13	\$ 41.25	\$ 7.50	\$ 5,505.50			7900.00	
TBD	Grants Compliance Mgr - Yr 2	\$ 11,275	\$ 862.54	\$ 805.04	\$ 255.94	\$ 33.83	\$ 6.00	\$ 4,404.40			6367.74	
TBD	Grants Compliance Mgr - Yr 3	\$ 11,557	\$ 884.11	\$ 825.17	\$ 262.34	\$ 34.67	\$ 6.00	\$ 4,404.40			6416.70	
TBD	Probation Co-Facilitator #1 Yr1	\$ 13,775.00	\$ 1,053.79	\$ 983.54	n/a	n/a	n/a	n/a			2037.33	
TBD	Probation Co-Facilitator #1 Yr2	\$ 14,329.00	\$ 1,096.17	\$ 1,023.09	n/a	n/a	n/a	n/a			2119.26	
TBD	Probation Co-Facilitator#1 Yr3	\$ 14,907.00	\$ 1,140.31	\$ 1,064.29	n/a	n/a	n/a	n/a			2204.60	
TBD	Probation Co-Facilitator#2 Yr1	\$ 13,775.00	\$ 1,053.79	\$ 983.54	n/a	n/a	n/a	n/a			2037.32	
TBD	Probaiton Co-Facilitator#2 Yr 2	\$ 14,329.00	\$ 1,096.17	\$ 1,023.09	n/a	n/a	n/a	n/a			2119.26	
TBD	Probation Co-Facilitator#2 Yr3	\$ 14,907.00	\$ 1,140.31	\$ 1,064.29	n/a	n/a	n/a	n/a			2204.60	
									\$ -	\$ -	122635.81	

Fringe Narrative:

- RIC PM Program Coordinator** is responsible for the oversight of PM operations, including assessments, interventions, data collection, documentation, and the development and implementation of policies and procedures related to this project. The RIC PM Program Coordinator is also responsible for reviewing referrals, scheduling and conducting orientation, entering attendance, outcomes and any other required data, as well as facilitating PM groups.
- Year 1: \$3,290 (FICA @ 7.65%) + \$3,070 (Retirement @ (7.14%) + \$976 (Worker's Comp @ (2.27%) + \$ 22,022 (Health Insurance @ 22,022 flat) + \$30 (Life @ 30.00 flat) + \$129 (Unemployment @ .3%) = **Total Fringe = \$29,517.**
- Year 2: \$3,388 (FICA @ 7.65%) + \$3,162 (Retirement @ (7.14%) + \$1,005 (Worker's Comp @ (2.27%) + \$ 22,022 (Health Insurance @ 22,022 flat) + \$30 (Life @ 30.00 flat) + \$133 (Unemployment @ .3%) = **Total Fringe = \$29,741.**
- Year 3: \$3,490 (FICA @ 7.65%) + \$3,257 (Retirement @ (7.14%) + \$1,036 (Worker's Comp @ (2.27%) + \$ 22,022 (Health Insurance @ 22,022 flat) + \$30 (Life @ 30.00 flat) + \$137 (Unemployment @ .3%) = **Total Fringe = \$29,971.**
- Grants Compliance Mgr** is responsible for ensuring data, financial, and contractual compliance; data, financial, and other reports due over the course of the funding period; and payment for subcontracted services.
- YEAR 1: \$1052 (FICA @ 7.65%) + \$982 (Retirement @ 7.14%) + \$312 (Worker's Comp @ (2.27%) \$41 (Unemployment @ .3%) + \$7.50 (25% Life @ 30.00 flat = 7.50) + \$5506 (25% Health Insurance @ 22,022 flat = 5505.50) = **Total Fringe Year 1 = \$7,900**
- YEAR 2: \$863 (FICA @ 7.65%) + \$805 (Retirement @ 7.14%) + \$256 (Worker's Comp @ (2.27%) + \$34 (Unemployment @ .3%) + 6 (20% Life @ 30.00 flat = 6.00) + \$4404 (20% Health Insurance @ 22,022 flat = 4404.40) = **Total Fringe Year 2 = \$6,368**
- YEAR 3: \$884 (FICA @ 7.65%) + \$825 (Retirement @ 7.14%) + \$262 (Worker's Comp @ (2.27%) + \$35 (Unemployment @ .3%) + 6 (20% Life @ 30.00 flat = 6.00) + \$4404 (20% Health Insurance @ 22,022 flat = 4404.40) = **Total Fringe Year 2 = \$6,341.**
- Probation Co-Facilitators** are responsible for co-facilitating the Thinking for Change group along with the Programs Coordinator. Probation Officers will be utilized for these positions working in an overtime capacity.
- Year 1: \$1,054 (FICA @ 7.65%) + \$984 (Retirement @ 7.14%) = **Total Fringe Year 1 = \$2,037 x 2 employees = \$4,074.**
- Year 2: \$1,096 (FICA @ 7.65%) + \$1,023 (Retirement @ 7.14%) = **Total Fringe Year 2 = \$2,119 x 2 employees = \$4,238.**
- Year 3: \$1,140 (FICA @ 7.65%) + \$1,064 (Retirement @ 7.14%) = **Total Fringe Year 3 = \$2,205 x 2 employees = \$4,410.**

Section C3 - Budget Worksheet & Narrative

3). Travel (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# Years			
Program Conference	Washington DC	Hotel	\$ 258.00	3	night	3	3			\$ 6,966
Program Conference	Washington DC	per diem	\$ 76.00	3	days	3	3			\$ 2,052
Program Conference	Washington DC	Airfare	\$ 400.00	1	r/t	3	3			\$ 3,600
Program Conference	Washington DC	Trans	\$ 100.00	1	r/t	3	3			\$ 900
T4C Facilitator Training	Dupage County, IL	Hotel	\$ 114.00	5	night	1	1			\$ 570
T4C Facilitator Training	Dupage County, IL	per diem	\$ 61.00	5	days	1	1			\$ 305
										\$ -
										\$ -
Total								\$ -	\$ -	\$ 14,393

Travel Narrative:

- **Program Conference** Per funding requirements three members of the project are required to travel to one peer-learning event in Washington, D.C. The travel expenses below are specifically for the purposes of this project.
- **Lodging** costs for the **Program Conference** was estimated for 3 staff to be lodged for 3 nights annually for the 3 year duration of this project. $\$258/\text{night} \times 3 (\text{nights}) = \$774 \times 3 (\text{staff}) = \$2,322/\text{yr} \times 3 (\text{years of project}) = \$6,966$ total cost
- **Per diem** costs for the **Program Conference** was estimated for 3 staff for 3 days annually for the 3 year duration of this project. $\$76 (\text{per diem/day}) \times 3 (\text{days}) = \$228 \times 3 (\text{staff}) = \$684/\text{yr} \times 3 (\text{years of project}) = \$2,052$ total cost.
- **Airfare** for the **Program Conference** was estimated for round trip airfare for 3 staff annually for the 3 year duration of this project. $\$400 \text{ round trip} \times 3 (\text{staff}) = \$1200/\text{yr} \times 3 (\text{years of project}) = \$3,600$ total cost.
- **Transportation** for the **Program Conference** was estimated for the round trip transportation to and from the airport of 3 staff annually for the 3 year duration of this project. $\$100 \text{ round trip} \times 3 (\text{staff}) = \$300/\text{annually} \times 3 (\text{years of project}) = \900 total cost.
- **Thinking for Change (T4C) Facilitator Training** was estimated for the RIC PM Program Coordinator to attend a 5 day T4C Facilitator Training necessary to facilitate T4C groups.
- **Lodging** costs for T4C Facilitator Training was estimated for 1 staff to be lodged for 5 nights. This is a one-time occurrence. $\$114 \times 5 (\text{nights}) = \$570 \times 1 (\text{staff}) = \570
- **Per diem** costs for the T4C Facilitator Training was estimated for 1 staff to attend T4C facilitator training for 5 days. This is a one-time occurrence. $\$61 \times 5 (\text{days}) = \$305 \times 1 (\text{staff}) = \305

Section C4 - Budget Worksheet & Narrative

4). **Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$ -	\$ -	\$ -

Equipment Narrative:

Section C5 - Budget Worksheet & Narrative

5). Supplies (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Duration	Computation			Federal/State Amount	Match	Total Cost
		Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>RIC PM Program Coordinator Scanner</i>	<i>3 years</i>	1	\$ 1,000.00	100%			\$ 1,000
<i>Laptop for Program/Classroom Facilitation</i>	<i>3 years</i>	1	\$ 1,200.00	100%			\$ 1,200
<i>RIC PM Program Coordinator Desktop</i>	<i>3 years</i>	1	\$ 1,393.00	100%			\$ 1,393
<i>Software for laptop and desktop (Adobe)</i>	<i>3 years</i>	2	\$ 406.00	100%			\$ 812
<i>Software for laptop and desktop (Microsoft)</i>	<i>3 years</i>	2	\$ 273.00	100%			\$ 546
<i>Mouse/Keyboard Set (desktop)</i>	<i>3 years</i>	1	\$ 31.00	100%			\$ 31
<i>Mouse (laptop)</i>	<i>3 years</i>	1	\$ 15.00	100%			\$ 15
<i>Additional RAM (8 GB)</i>	<i>3 years</i>	1	\$ 43.00	100%			\$ 43
<i>Laptop Case</i>	<i>3 years</i>	1	\$ 25.00	100%			\$ 25
<i>Projector for Classroom/Program Facilitation</i>	<i>3 years</i>	1	\$ 600.00	100%			\$ 600
<i>Projector Cart for classroom training</i>	<i>3 years</i>	1	\$ 120.00	100%			\$ 120
<i>Cables</i>	<i>3 years</i>	1	\$ 30.00	100%			\$ 30
<i>RIC PM Program Coordinator Desk w/return and pedestals</i>	<i>one-time</i>	1	\$ 940.00	100%			\$ 940
<i>RIC PM Program Coordinator Chairmat/Waste basket/Office Supplies</i>	<i>one-time</i>	1	\$ 100.00	100%			\$ 100
<i>RIC PM Program Coordinator Zoom Pro License</i>	<i>one-time</i>	1	\$ 450.00	100%			\$ 450
					\$ -	\$ -	\$ 7,305

Supplies Narrative:

- **RIC PM Program Coordinator Scanner**, RIC PM Program Coordinator: This scanner is a one-time purchase to be used in the office of and by the RIC PM Program Coordinator to scan case-related documents to the supervision file, such as provider assessments, progress reports and discharge summaries. \$1,000 (one-time expense) x 1 (quantity) = \$1,000.
- **Laptop for Program/Classroom Facilitation** This laptop is a one-time purchase to be used in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. It may also be used by the RIC PM Program Coordinator for any remote work. \$1,200 (one-time expense) x 1 (quantity)= \$1,200
- **RIC PM Program Coordinator Desktop**, RIC PM Program Coordinator: This desktop is a one-time purchase to be used in the RIC PM Program Coordinator's Office to complete the required documentation related to programming. \$1,393 x 1(one-time expense) x 1 (quantity)= \$1,393
- **Software for laptop and Desktop (Adobe)** software is a one-time purchase to be installed on the RIC PM Program Coordinator's desktop and laptop for viewing and editing Adobe documents. \$406 (one-time expense) x 2 (quantity) = \$812
- **Software for laptop and Desktop (Microsoft)** software is a one-time purchase to be installed on the RIC PM Program Coordinator's desktop and laptop for creating documents \$273 (one-time expense) x 2 (quantity) = \$546
- **Mouse/Keyboard Set** is needed for the RIC PM Program Coordinator desktop \$30.26 (one-time expense) x 1 (quantity) = \$30.26
- **Mouse (laptop)** is needed for the classroom/remote desktop \$14.87 (one-time expense) x 1 (quantity) = \$14.87
- **Additional RAM (8 GB)** is needed to meet our required specifications for laptop 42.52 (one-time expense) x 1 = \$42.52
- **Laptop Case** will be used to safely store the laptop for program/classroom facilitation when not in use or when in transit for remote work. \$25 (one-time expense) x 1 (quantity)= \$25
- **Projector for Program/Classroom Facilitation** is a one-time purchase to be used in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. \$600 (one-time expense) x 1 (quantity)= \$600
- **Projector Cart for Program/Classroom Facilitation** is a one-time purchase to be used in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. \$120 (one-time expense x 1 (quantity)= \$120
- **Cables** are a one-time purchase to connect the laptop and projector in the classroom for program facilitation to display PowerPoints, videos, charts and other information related to the curriculum. \$30 (one-time expense) x 1 (quantity) = \$30

Information related to the calculation: $\text{cost (one-time expense)} \times \text{quantity} = \text{cost}$

- **RIC PM Program Coordinator Desk with return and pedestals** RIC PM Program Coordinator: This desk is to be used in the office of and by the RIC PM Program Coordinator to conduct business. \$940 (one-time expense) x 1 (quantity)=\$940
- **RIC PM Program Coordinator Chairmat/Waste Basket/Office Supplies** RIC PM Program Coordinator: These office supplies include a one-time purchase of a chair mat, waste basket, recycle bin, stapler, tape dispenser and planner for the RIC PM Program Coordinator. \$100 (one-time expense) x 1 (quantity)=\$100
- **RIC PM Program Coordinator Zoom Pro License** is an annual purchase to be used by the RIC PM Program Coordinator to attend and schedule Zoom Meetings and to facilitate virtual and/or hybrid programs as need. \$150 (per year) x 3 (years)=\$450

Section C6 - Budget Worksheet & Narrative

6). Contractual Services (2 CFR 200.318) & **Subawards** (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88) . This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Contractual - RIC PM Security Officer	\$ 18,720.00	annually	3	100%			56160.00
SUB AWARDEE: REMEDIES (PAIP programming)							0.00
PAIP Coordinator Salary	\$ 128,581.00	program period	1	100.00%			128581.00
PAIP Co-Facilitator Salary	\$ 19,287.00	program period	1	100.00%			19287.00
PAIP Coordinator Fringe	\$ 38,430.00	program period	1	100.00%			38430.00
PAIP Co-Facilitator Fringe	\$ 2,053.00	program period	1	100.00%			2053.00
Mileage	\$ 111.99	program period	1	100.00%			111.99
Copying paper	\$ 270.00	program period	1	100.00%			270.00
Office supplies	\$ 40.00	program period	1	100.00%			40.00
Laptop case	\$ 40.00	program period	1	100.00%			40.00
Laptop	\$ 1,900.00	program period	1	100.00%			1900.00
Change Curriculum for Men in Spanish Language	\$ 1,200.00	program period	1	100.00%			1200.00
Interpreter services	\$ 1,250.00	program period	1	100.00%			1250.00
Document translation	\$ 1,250.00	program period	1	100.00%			1250.00
Labor for computer installation	\$ 190.00	program period	1	100.00%			190.00
Zoom virtual platform	\$ 597.00	program period	1	100.00%			597.00
Indirect Costs	\$ 19,520.19	program period	1	100.00%			19520.19
Total					\$ -	\$ -	270880.18

Contractual Narrative:

Security costs were estimated for one (1) security officer to provide security at the Resource Intervention Center (RIC) Monday through Thursday from 5PM-8PM, after 1st shift security ends their shift. \$30 (per hour) x 3 (hours 5PM-8PM) = \$90 (per night) x 4 (nights per week)= \$360 x 52 (weeks per year)= \$18,720 (annually) x 3 (years of project)= \$56, 160

SUB-AWARDEE - PAIP PROGRAM

- **PAIP Coordinator** will be 100% dedicated to project (1FTE) and will conduct intakes and assessments and facilitate three (3), two-hour groups per week. **\$41,600 Year 1 / \$42,848 Year 2 \$44,133 Year 3**
- **PAIP Co-Facilitator** to be 100% dedicated to project at six (6) hours per week (.15FTE) co-facilitating groups. **\$6,240 Year 1 / \$6,427 Year 2 / \$6,620 Year 3**
- **PAIP Coordinator Fringe Year 1** \$3182 (FICA @ 7.65%) + \$832 (W/C @ 2%) + \$416 (Unemployment @1%) + \$2496 (Retirement @ 6%) + 5172 (Health @ flat rate \$431/mo) + 669.12 (Dental @ flat rate of \$55.76/mo) + \$505 (Flat Term/Life Disability). Total Fringe Year 1: \$12,603.00
- **PAIP Coordinator Fringe Year 2** \$3278 (FICA @ 7.65%) + \$857 (W/C @ 2%) + \$429 (Unemployment @1%) + \$2571 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat

rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 2: \$12,603.00

- **PAIP Coordinator Fringe Year 3** \$3376 (FICA @ 7.65%) + \$882 (W/C @ 2%) + \$441 (Unemployment @1%) + \$2648 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 3: \$13,024.00
- **PAIP Co-Facilitator Fringe Year 1** \$477 (FICA @ 7.65%) + \$125 (W/C @ 2%) + \$62 (Unemployment @1%) Total Fringe Year 1: \$664.00
- **PAIP Co-Facilitator Fringe Year 2** \$492 (FICA @ 7.65%) + \$129 (W/C @ 2%) + \$64 (Unemployment @1%) Total Fringe Year 2: \$685.00
- **PAIP Co-Facilitator Fringe Year 3** \$506 (FICA @ 7.65%) + \$132 (W/C @ 2%) + \$626 (Unemployment @1%) Total Fringe Year 3: \$704.00
- **Mileage** an estimate of need and rate reflects current state of Illinois standards. .56 (rate) x \$66.66 (miles) x 3 (years) x 1 (staff) = \$112.00 37.33 year
- **Copying paper** - Six (6) boxes of copy paper to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to project, 1.5 FTE, over the course of the three (3) year project. \$270.00 (one-time purchase)
- **Office supplies** - Two (2) sets of general office supplies to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. \$40.00 (one-time purchase)
- **Laptop case** - Two (2) laptop cases to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. 20 (cost) x 2 (cases) = \$40.00
- **Laptop** - Two (2) laptops to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. Laptops have been chosen over desktop computers to allow for flexibility due to COVID-19 when working on project but also meeting in-person with clients. Laptops will allow staff to meet in larger meeting space as opposed to offices which do not account for social distancing. \$950 (cost) x 2 (laptops) = \$1,900.00
- **Change Curriculum for Men in Spanish Language** - Purchase of Change Curriculum for Men in language of Spanish to be used PAIP staff 100% dedicated to project (1.5 FTE). Cost is an estimate of amount and based on amount for version in English language. 1,200.00
- **Interpreter services** - Limited English Proficiency interpreter services to be utilized as needed in circumstances where the PAIP participant first language is something other than English or Spanish over the course of the three (3)-year project. \$50 (cost) x 25 (occasions) = \$1,250.00 \$50 (cost) x 9 (occasions) = \$450.00 \$50 (cost) x 8 (occasions) = \$400.00
- **Document translation** - Document translation: \$.25 p/w x 500 = \$125 over the course of project. \$125 (cost) x 10 (occasions) = \$1,250.00
- **Labor for computer installation** - Labor for computer installation: \$95 (hour) x 2 (hours) during year 1 of the project.
- **Zoom virtual platform** - Zoom virtual platform (BAA Agreement/HIPAA Compliant) \$199 p/y x 3 years: \$597. Zoom account to be maintained by PAIP Coordinator 100% dedicated to project (1FTE) with Co-Facilitator, 100% dedicated to project (.15) accessing account during group facilitation.
- **Indirect Costs** - Remedies Renewing Lives has an FY21 negotiated indirect cost rate of 19.15% with the state of Illinois but does NOT have a federally negotiated indirect cost rate. As such, Remedies Renewing Lives has elected to utilize the 10% de Minimis applying to all direct costs supported by the project.

Section C7 - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
<i>Salary / Fringe / Travel / Supplies / Contractual</i>	440832.92	10.00%			44083.29

Indirect Cost Narrative:

Indirect Cost = 255,511.10 (Salary) + 122,635.82 (Fringe) + 5381.00 (travel) + 7305.00 (supplies) + 50,000 (Provider sub-award) = \$440,832.92 (base)

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Institution/Organization

Signature

Name of Official

Title

Chief Financial Officer (or equivalent)

Date of Signature

Institution/Organization

Signature

Name of Official

Title

Executive Director (or equivalent)

Date of Signature

Section C8 - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
1. Personnel		\$ -	\$ 255,511.00
2. Fringe Benefits		\$ -	\$ 122,635.82
3. Travel		\$ -	\$ 14,393.00
4. Equipment		\$ -	\$ -
5. Supplies		\$ -	\$ 7,305.00
6. Contractual Services		\$ -	\$ 270,880.18
16. Indirect Costs	\$ -	\$ -	\$ 44,083.29
TOTAL PROJECT COSTS	\$ -	\$ -	\$ 714,808.29



ORGANIZATION AND GRANT SPECIFIC INFORMATION	
Organization ("GRANTOR") Name: Winnebago County Address: 404 Elm Street Rockford, IL 61101	Organization ("SUBRECIPIENT") Name: Remedies, Renewing Lives Address: 215 Easton Parkway Rockford, IL 61108 EIN No.: 36-2464898 DUNS No.: 102369634 SAM Cage Code: 3LNF3 SAM CCR Expiration Date: Updated expiration date forthcoming in direct mail.
State Award ID No. (SAIN) (if awarded by/through State): n/a	
CFDA No. and Title (if Federal): 16.812 Smart Probation, Innovations in Supervision Initiative	
CFSA No.: n/a	
Award Type: Federal	
Federal Award ID No. (if Federal): 15PBJA-21-GG-02797-SMTP	
Federal Award Date: 12/03/21	
Federal Agency (if Federal): Department of Justice, Bureau of Justice Assistance	
Sub award Period of Performance:	Total Maximum Amount Funded Under this Sub award Agreement: \$214,720
Project Title: Smart Probation, Innovations in Supervision Initiative	
Agreement No. TBD	

**AGREEMENT WITH REMEDIES RENEWING LIVES
FOR RESOURCE INTERVENTION CENTER, EXPANSION PROJECT**

This AGREEMENT (hereinafter "Agreement") is entered into this day of February, 2022, by and between the County of Winnebago, an Illinois body politic and corporate, (hereinafter "Grantor") and Remedies (hereinafter "Sub-recipient"). The County and Sub-recipient are collectively referred to herein as "Parties" or individually as a "Party".

RECITALS

WHEREAS, the County has been awarded funding to implement Smart Probation, Innovations in Supervision with funds awarded through the United States Department of Justice; and

WHEREAS, Remedies, Renewing Lives partnered in the application as sub-recipient to provide a portion of the expanded services; and

WHEREAS, Remedies, Renewing Lives agrees to expand Partner Abuse Intervention Programming using the Cognition Works Change Curriculum, pursuant to the terms and provisions of this Agreement.

WHEREAS, it is the intent of the Parties to this Agreement to perform all of its applicable duties and responsibilities as provided within all of the attached Exhibits and made apart hereof, and as imposed by the Grantor and the laws of the State of Illinois.

NOW, THEREFORE, in consideration of the above recitals, and the mutual covenants, terms and provisions contained herein, or attached hereto and incorporated herein by reference, the Parties agree to the following:

SECTION 1. OBJECTIVES OF RESOURCE INTERVENTION CENTER (RIC) EXPANSION PROJECT FY 2022.

- A. Expand domestic violence treatment by facilitating Partner Abuse Intervention Program (PAIP) using the Cognition Works Change Curriculum, during evening hours to respond to and reduce domestic violence.

SECTION 2. ALLOCATION OF COST.

Grantor shall pay the Sub recipient for the performance of the Agreement at a maximum amount not exceed \$214,720 dollars for the life of the Agreement starting from the date this Agreement is entered into until its expiration date identified in Section 5. Grantor will not be liable for or owe Sub recipient or any other entity for services that exceed the threshold without Grantor's written consent.

The Sub recipient shall submit invoices on a monthly basis in a format approved by the Grantor. Invoices shall include a signed, detailed accounting of activities and hours worked per individual as identified in the Scope of Work contained in Exhibit A. The Grantor shall not be liable for any services rendered outside those outlined in Exhibit A, including but not limited to services rendered by individuals not identified in the budget. Invoices shall be paid within 10 days of receipt of funds and the Grantor shall have the right to review, correct, revise, and dispute any charges for Services as required.

SECTION 3. PARTIES' RESPONSIBILITIES.

- A. The County shall be Implementing Agency, managing all matters on behalf of the sub award recipient, including, but not limited to:
 - 1) Monitoring of sub awards, ensuring sub award recipients adhere to the financial and administrative rules in the DOJ Grants Financial Guide.
- B. Remedies, Renewing Lives shall be responsible for implementing the work or other services described herein, according to documents listed below and incorporated herein. The Sub recipient is responsible for review of and compliance with each of the terms of this Agreement.

The parties agree that this Agreement shall include, as if fully set forth herein, the following component parts:

- 1) This document
- 2) Exhibit A – Scope of Work
- 3) Exhibit B – Budget Detail Worksheet/Narrative
- 4) Exhibit C – Performance Measures / Reporting
- 5) Exhibit D – Contacts
- 6) Exhibit E – Terms, Conditions, and Representations
- 7) Exhibit F – Award Letter / Special Conditions (*See Section 12 below*)

SECTION 4. DEFAULT.

A default in any of the provisions of this Agreement by either party may be cured upon written notice by the other party within thirty (30) days of receipt of such notice. The Parties agree to meet and confer in an attempt to resolve disputes arising out of this Agreement. If a dispute is not resolved within sixty (60) days after the cure period, the Parties are free to pursue all legal and equitable remedies otherwise provided by law, unless a party elects to terminate the Agreement pursuant to Section 6.

SECTION 5: EFFECTIVE DATE AND TERM.

This Agreement shall be effective on , 2022 and remain in place for three (3) years, or unless otherwise terminated as provided in Section 6.

SECTION 6. TERMINATION.

This Agreement may be terminated at any time upon any party providing written notice on the other party of its intention to terminate the Agreement at least thirty (30) days prior to the effective date of termination.

SECTION 7. INDEMNIFICATION.

The County shall indemnify the Sub recipient for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the County, its agents, officers, or employees. The Sub recipient shall indemnify, defend and hold harmless the County for any and all claims, losses, damage or expenses, including, but not limited to, reasonable attorney's fees, resulting from any act or omission on the part of the Sub recipient, its agents, officers, or employees.

SECTION 8. ASSIGNMENT.

Neither party shall assign this Agreement without the prior written approval of the other party.

SECTION 9. AMENDMENTS.

Any amendments shall be by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

SECTION 10. NOTICES.

All notices, approvals, demands, requests or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by nationally recognized overnight carrier or mailed by certified mail, postage prepaid, return receipt requested, to the following addresses:

If to the COUNTY:

Winnebago County
Attn: Patrick Thompson, County Administrator
Winnebago County Administration Building
404 Elm Street
Rockford, Illinois 61101

If to Remedies, Renewing Lives:

Gary Halbach
215 Easton Parkway
Rockford, IL 61108

Receipt of any notice shall be deemed effective upon receipt, if delivered personally, or one (1) day after mailing if sent by overnight carrier, or three (3) days after deposit in the U.S. mail, with proper postage and properly addressed.

SECTION 11. GOVERNING LAW.

The parties agree this Agreement has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this Agreement shall be governed by the laws of the State of Illinois. The parties further agree that the exclusive venue for all such disputes shall be the Circuit Court of the 17th Judicial Circuit of Winnebago County, Illinois.

SECTION 12. COMPLIANCE WITH LAWS.

The parties agree to comply with all applicable federal and state laws, statutes, and regulations. The Sub-recipient further agrees to comply with all applicable conditions and restrictions included in the OJP award, including but not limited to all “pass-through” requirements and Part 200 Uniform requirements.

SECTION 13. HEADINGS.

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

SECTION 14. SEVERABILITY.

If any provisions, covenants, agreements or portions of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not invalidate any other portion of this Agreement. The parties intend to be bound to this agreement even in the event that a portion of the agreement is declared invalid, in accordance with law.

SECTION 15. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures sent via facsimile or e-mail transmission shall be deemed original signatures for purposes of creating a binding agreement.

SECTION 16. WAIVERS.

No terms or provisions hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

SECTION 17. AUTHORITY

The Grantor and Sub-recipient each warrant to the other that they have the authority to enter into this Agreement and that the person or persons executing this Agreement on their behalf has been duly authorized to act as the representative or officer of each respective party in affixing their signatures to the Agreement. The Grantor and Sub-recipient hereto agree to sign such documents, enact such ordinances or resolutions, or perform such further obligations as may be necessary to effectuate the purposes of this Agreement.

<signature page follows>

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF WINNEBAGO, ILLINOIS
an Illinois body politic and corporate

Joseph V. Chiarelli
Chairman of the County Board of the
County of Winnebago, Illinois

Date: _____

ATTEST:

Lori Gummow
Clerk of the County Board of the
County of Winnebago, Illinois

Date: _____

Date: _____

ATTEST:

Date: _____

EXHIBIT A

SCOPE OF WORK STATEMENT

The Remedies, Renewing Lives (“Sub recipient”), in accordance with its Agreement with Winnebago County (“Grantor”), shall perform the work (“Work”) which is laid out in the PSN Strategic Action Plan (SAP) approved by the funding agency. All deliverables included in the “Resource Intervention Center (RIC) Expansion Project Strategic Plan FY 2022” supported by Award 15PBJA-21-GG-02797-SMTP incorporated by reference.

SCOPE OF WORK

1. Describe trainings (including trauma skills training) to be offered to staff and/or volunteers who work directly with participants.

As with Remedies Renewing Lives current Partner Abuse Intervention Program (PAIP) services at Winnebago County’s Resource Intervention Center (RIC), as well as our programming facilitated on-site at our core location, PAIP services are led by a Coordinator. The PAIP Coordinator and all PAIP Co-Facilitator staff receive the 40-hour domestic violence training described within the Illinois Domestic Violence Act as well as the required 20-hour partner abuse intervention training prior to providing any services with participants. PAIP staff are able to receive the 40-hour domestic violence training directly from Remedies Renewing Lives as our agency is an approved site by the Illinois Certified Domestic Violence Professional (CDVP) Board to do so and the 20-hour partner abuse intervention training is received from an organization approved by the CDVP Board. Training is an on-going option for all Remedies Renewing Lives domestic violence program staff, including those who provide PAIP services, and examples include events specific to understanding experiences of victims/survivors in the judicial system and the implications for PAIP providers, connection between domestic violence and child welfare, self-advocacy, intersections of equity, culture, inclusion and effective supervisory practice, organizational trauma and promoting self-care, amongst many other training events our staff have participated in annually. Our training providers have included but are not limited to the Illinois Coalition Against Domestic Violence (ICADV), Illinois Department of Human Services (IDHS), the Illinois Criminal Justice Information Authority (ICJIA), Ascend Justice, The Network: Advocating Against Domestic Violence and Futures Without Violence.

2. Describe public awareness activities for Spanish-speaking programming. If not currently providing, please outline plan to expand the awareness.

As a non-culturally specific provider, Remedies Renewing Lives plans to bring awareness of Spanish-speaking PAIP programming with the following steps:

1. Utilize Remedies Renewing Lives Language Access Policy and Plan.

2. Hire, train and employ a Partner Abuse Intervention Programming (PAIP) Coordinator who is bilingual in both English and Spanish languages with a strong preference for those who are also bicultural to provide services that are meaningful and reflect the needs of our community and the persons we serve.
3. Partner and collaborate with Latinx agencies to inform community of services.
4. Distribute materials in both English and Spanish languages that are in written and electronic form to the court, area social service providers, child welfare agencies and faith-based organizations.
5. Ensure agency staff continue to receive education and training regarding equity, culture and inclusion.

3. Describe program assessment and intake process.

Remedies Renewing Lives PAIP services are specific to serving men who use violence against their intimate partner in heterosexual or straight relationships. Program participants must attend at least 26 weeks of group programming and actively participate and acknowledge their abusive behavior against their intimate partner. Upon receipt of a referral from Winnebago County Adult Probation, Remedies Renewing Lives PAIP Coordinator schedules a screening/assessment appointment with the person who has used violence which is held in-person, on-site at the RIC and in the PAIP Coordinator's office. As part of the overall assessment, a Remedies Renewing Lives PAIP intake is conducted. The intake form includes contact information, demographics, employment, income or benefits; highest education level and military status or experience; current marital status, current intimate relationship status and if the intimate partner is aware of the order to PAIP; contact information for the victim of intimate partner violence, status of relationship with the victim, whether or not the parties were living together at the time of arrest or conviction; specifics of the probation order regarding contact with the victim; order of protection history; arrest and conviction history for domestic violence related crimes and non-domestic violence related crimes; number of times the offender has used violence without any law enforcement contact; information specific to children between the offender and victim and if the offender has children with other intimate partners; substance alcohol use history including if it was a component to the conviction or previous acts of violence; history of threats of death by suicide, access to weapons, history of counseling including any mental health concerns or prescription use; previous use of PAIP services at Remedies Renewing Lives or other provider; current and historical child welfare involvement; and use of violence against animals or pets. The intake form also includes questions specific to if the person who used violence is afraid of their victim themselves and if they think the victim is afraid of them.

In addition to completing the intake form, Remedies Renewing Lives PAIP Coordinator completes the Ontario Domestic Assault Risk Assessment (ODARA). Although not intended to measure an individual victim's/survivor's safety, the ODARA can assist in identifying risks of future violence against an intimate partner, risk of re-arrest and likelihood to re-appear in court. To complete the ODARA, our PAIP Coordinator gathers information from the person who has used violence during the intake process, their identified probation officer and what has

been uploaded into Winnebago County's court record data base system known as Full Court Enterprise (FCE). Depending upon time of inquiry, the PAIP Coordinator can locate the person who has used violence criminal history along with the most recent arresting incident probable cause statement and sometimes the victim's statement to law enforcement. Upon gathering as much information as possible, the PAIP Coordinator scores the ODARA responses and uploads the document into FCE that includes a specific dropdown menu for ODARA score. The score then helps guide the probation officer and the PAIP Coordinator in determining future risk of harm by the person who has used violence in their intimate partner relationships and likelihood of appearing in court.

Besides completing the intake and ODARA, Remedies Renewing Lives PAIP Coordinator also addresses confidentiality with the person who has used violence. The obligation by providers to protect confidential information of PAIP participants is under the Illinois Administrative Code for Mental Health and Mental Health and Developmental Disabilities Confidentiality Act. As part of the Illinois Protocol for Partner Abuse Intervention Programs (Protocol), at the time of program initiation PAIP participants are required to complete a written release of information to: relative criminal justice and court authorities; mental health agencies; victims/survivors of abuse; any persons or agencies that would need to receive compliance or threats of violence by the offender; and/or any agencies that may plan to assist with intervention for non-compliance or threats of violence by the person who has used violence. As a result, the PAIP Coordinator completes a release of information specific to the 17th Judicial Circuit Court of Winnebago County, Illinois, and Winnebago County Adult Probation along with a release of information that allows the PAIP Coordinator to contact the victim(s) specific to the arrest related referral and current intimate partner of the person who has used violence.

Lastly, the PAIP Coordinator reviews our Contract for Participation in services. The participant is informed of the expectations for services which include weekly attendance and attendance of at least 26 groups for program completion; meeting individually with the PAIP Coordinator after attendance of 10-12 groups and upon an opening to PAIP services; understanding that all attendance or non-attendance will be recorded and reported to the participant's probation officer and court; expectation to remain alcohol and/or substance free during services and understanding that if it is suspected of being under the influence of any substance the participant will be asked to leave the group receiving no credit; obtain a substance use disorder evaluation if referred by the PAIP Coordinator; understanding that if late to group they will not be allowed to participate and will be marked as absent; only 3 absences are allowed and at the fourth (4th) missed group the participant will be referred back to their probation officer; requirement to abstain from violence; agreement to cooperate with program expectations and norms; and that at its core, our PAIP program is about taking accountability and responsibility for the violence perpetrated against an intimate partner.

4. Describe in detail how each service will be provided. Include curriculum used.

Although Remedies Renewing Lives PAIP services are grounded in the concepts related to the Duluth Model, our agency utilizes a curriculum known as the Change Curriculum for Men (Change), which was developed by Cognition Works, a multi-service organization located in Champaign, Illinois. As required by the Protocol, the Change curriculum is approved to be used for the purposes of providing partner abuse intervention program services by the Illinois Department of Human Services.

The Change curriculum is specifically designed to focus on “prevention, intervention and change of irresponsible behavior” with persons who use violence against their intimate partner (Cognition Works, Change Curriculum for Men, Introduction, p. 1). The curriculum utilizes the process of opposition and solutions during group format by facilitators that includes role playing and homework. Maladaptive Thinking Patterns (MTP’s) are a core component of the curriculum and fall in line with our agency’s philosophy that domestic violence is connected to a belief system centered around entitlement, often based on a view that one partner is allowed greater freedom than another. The MTP’s that are routinely referenced within the 26-week group curriculum are victim-script in which the person who uses violence consistently blames others for their circumstance; unrealistic self-image in which the person who uses violence views themselves as responsible despite actions; closed thinking in which the person who uses violence is unwilling to listen to share information or to be self-critical, goes on assumptions and lies by omission as opposed to outright; sense of entitlement that extends to persons, places and things and often includes intense jealousy; compartmentalized thinking where what happens before does not count or not impact the future with little sense that behavior has consequences; inappropriate expectations about life that lead to boredom, unwillingness to appreciate daily effort and/or has unreasonable fears; control through power in which the person who uses violence expects to be able to control situations and other individuals, uses manipulation and intimidation to achieve their goals including using sex for power and control rather than intimacy; and specialness in which the person has a sense of being superior or unique where they are living in a natural state and whatever rules may exist are for others.

In addition to the MTP’s, the Change curriculum includes Tactics to Avoid Being Accountable. The different tactics include putting others on the defense such as when they attack competency, bring up irrelevant issues, minimize the situation and pick at details; control information like agreeing with no intention of following through, being intentionally vague, saying whatever will satisfy the moment or using silence; and controlling interactions such as listening selectively and hearing only what is self-serving, insisting they forgot and/or focusing on being mis-understood. Further, the Change curriculum also has a heavy emphasis on choice language. Here, the curriculum emphasizes keeping the responsibility on the responsible person, helps at cutting through the denial, assists in demonstrating to the person who used violence see the power they have over their own lives and provides the basis for cognitive restructuring. Likewise, PAIP Co-facilitators model choice language throughout the 26-weeks by using phrases such as “you may choose to” or “your choices are”, etc.

While the Change curriculum has many more components than what can be provided for space in this scope of work, the most important point is how we connect the curriculum in our quest to improve safety in the lives of victims/survivors. It should not be forgotten the context of which survivors are living is a state of fear and trepidation based on threats and/or use of violence to maintain continuous control by their current or former intimate partner. The Change curriculum speaks to this by demonstrating that patterns of abusive behavior are on a continuum which can increase in severity or impact over time and allows PAIP staff to address power and control tactics by people who use violence. Over the course of 26 weeks, there are many opportunities for PAIP staff to address the change process, accountability, past patterns, irresponsible excitement, expectations, and consequences with participants.

5. Describe how multiple/ongoing needs of clients will be met through coordination of services.

Remedies Renewing Lives (formerly PHASE/WAVE) has been in existence since 1955 initially providing substance use disorder treatment services on an outpatient basis and in 1978 incorporated domestic violence programming into the organization. In 1982 we began to offer PAIP services and in 2008 added mental health services as another component of the agency. As a result, Remedies Renewing Lives has many long-standing service provider partnerships and a history of coordinating services. To start, our PAIP services have the benefit of being connected to our agency's domestic violence program. Should any victim/survivor need to be contacted, advocacy staff are available to provide immediate safety planning, support, and encouragement. Additionally, Remedies Renewing Lives behavioral health services is also a built-in resource for PAIP participants as our agency has two (2) co-located substance use disorder staff on-site at the RIC which allows for a warm handoff any time a need arises.

In addition to our own agency programming, Remedies Renewing Lives has a strong connection to Carpenter's Place, a local homelessness service provider that assists individuals with day drop-in services, job readiness training, case management, support and education groups and housing assistance; Crusader Community Health, a Federally Qualified Healthcare Center; Rockford Public Schools District #205 Homeless Services Department who are able to assist children in local schools and setting up transportation for those who are considered homeless; Rockford Township who provides general assistance services that often supports those without children, who are often difficult to find resources for; Rosecrance Health Network who can provide substance use disorder and mental health services if Remedies Renewing Lives is not an option; Shelter Care Ministries, an agency that provides housing and support services to area families and individuals living as homeless; Youth Services Network which develops and provides services to improve the physical, psychological and social well-being of area youth and families; and RAMP, a Center for Independent Living, that provides advocacy and direct service with individuals living with a disability. Lastly, Remedies Renewing Lives maintains a connection to other PAIP service providers in our community to promote a continuity of services and best practices.

6. Describe in detail the plan to adjust programing due to pandemic conditions.

As with most agencies, Remedies Renewing Lives has had to pivot in how we provide services throughout the pandemic. Due to the 24-hour nature of our domestic violence program shelter and emergency hotline, our contractual obligations to our local, state and federal funders and our commitment to the community and most importantly, survivors, Remedies Renewing Lives has maintained in-person services and operations. Virtual services is an option that we are able to provide with non-residential clients whenever safe and possible to do so, as determined by the survivor and staff. Our behavioral health programming has been conducted in hybrid format with our medication assisted treatment (MAT) operating in-person at full capacity and individual and group counseling services provided both in-person and virtually whenever necessary. Our agency PAIP services have also been provided in hybrid format with intake/assessments, mid-point and final evaluations conducted in-person and weekly groups facilitated virtually. With guidance and oversight by RIC staff, Remedies Renewing Lives is able to allow for in-person attendance by PAIP participants who have technology challenges or whose income does not allow for a mechanism to participate virtually.

BUDGET and BUDGET NARRATIVE

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
SUB Awardee: Remedies (PAIP programming)							\$ -
PAIP Coordinator Salary	\$ 128,581.00	program period	1	100.00%			\$ 128,581
PAIP Co-Facilitator Salary	\$ 19,287.00	program period	1	100.00%			\$ 19,287
PAIP Coordinator Fringe	\$ 38,430.00	program period	1	100.00%			\$ 38,430
PAIP Co-Facilitator Fringe	\$ 2,053.00	program period	1	100.00%			\$ 2,053
Mileage	\$ 112.00	program period	1	100.00%			\$ 112
Copying paper	\$ 270.00	program period	1	100.00%			\$ 270
Office supplies	\$ 40.00	program period	1	100.00%			\$ 40
Laptop case	\$ 40.00	program period	1	100.00%			\$ 40
Laptop	\$ 1,900.00	program period	1	100.00%			\$ 1,900
Change Curriculum for Men in Spanish Language	\$ 1,200.00	program period	1	100.00%			\$ 1,200
Interpreter services	\$ 1,250.00	program period	1	100.00%			\$ 1,250
Document translation	\$ 1,250.00	program period	1	100.00%			\$ 1,250
Labor for computer installation	\$ 190.00	program period	1	100.00%			\$ 190
Zoom virtual platform	\$ 597.00	program period	1	100.00%			\$ 597
Indirect Costs	\$ 19,538.00	program period	1	100.00%			\$ 19,538
Total	\$ -				\$ -	\$ -	\$ 214,738

Contractual Narrative:

SUB-AWARDEE - PAIP PROGRAM

- **PAIP Coordinator** will be 100% dedicated to project (1FTE) and will conduct intakes and assessments and assessments and facilitate three (3), two-hour groups per week. **\$41,600 Year 1 / \$42,848 Year 2 \$44,133 Year 3**
- **PAIP Co-Facilitator** to be 100% dedicated to project at six (6) hours per week (.15FTE) co-facilitating groups. **\$6,240 Year 1 / \$6,427 Year 2 / \$6,620 Year 3**
- **PAIP Coordinator Fringe Year 1** \$3182 (FICA @ 7.65%) + \$832 (W/C @ 2%) + \$416 (Unemployment @1%) + \$2496 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 1: \$12,603.00
- **PAIP Coordinator Fringe Year 2** \$3278 (FICA @ 7.65%) + \$857 (W/C @ 2%) + \$429 (Unemployment @1%) + \$2571 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 2: \$12,603.00
- **PAIP Coordinator Fringe Year 3** \$3376 (FICA @ 7.65%) + \$882 (W/C @ 2%) + \$441 (Unemployment @1%) + \$2648 (Retirement @ 6%) + Health/Dental is \$431 p/m and Dental is a flat rate of \$55.76 p/m + \$505 (Flat Term/Life Disability). Total Fringe Year 2: \$13,024.00
- **PAIP Co-Facilitator Fringe Year 1** \$477 (FICA @ 7.65%) + \$125 (W/C @ 2%) + \$62 (Unemployment @1%) Total Fringe Year 1: \$664.00
- **PAIP Co-Facilitator Fringe Year 2** \$492 (FICA @ 7.65%) + \$129 (W/C @ 2%) + \$64 (Unemployment @1%) Total Fringe Year 1: \$685.00
- **PAIP Co-Facilitator Fringe Year 3** \$506 (FICA @ 7.65%) + \$132 (W/C @ 2%) + \$626 (Unemployment @1%) Total Fringe Year 1: \$704.00
- **Mileage** an estimate of need and rate reflects current state of Illinois standards. .56 (rate) x \$66.66 (miles) x 3 (years) x 1 (staff) = \$112.00
- **Copying paper** - Six (6) boxes of copy paper to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to project, 1.5 FTE, over the course of the three (3) year project.
- **Office supplies** - Two (2) sets of general office supplies to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project.
- **Laptop case** - Two (2) laptop cases to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. 20 (cost) x 2 (cases) = \$40.00
- **Laptop** - Two (2) laptops to be utilized by PAIP Coordinator and Co-Facilitator 100% dedicated to the project, 1.5 FTE, over the course of the three (3)-year project. Laptops have been chosen over desktop computers to allow for flexibility due to COVID-19 when working on project but also meeting in-person with clients. Laptops will allow staff to meet in larger meeting space as opposed to offices which do not account for social distancing. \$950 (cost) x 2 (laptops) = \$1,900.00
- **Change Curriculum for Men in Spanish Language** - Purchase of Change Curriculum for Men in language of Spanish to be used PAIP staff 100% dedicated to project (1.5 FTE). Cost is an estimate of amount and based on amount for version in English language.
- **Interpreter services** - Limited English Proficiency interpreter services to be utilized as needed in circumstances where the PAIP participant first language is something other than English or Spanish over the course of the three (3)-year project. \$50 (cost) x 25 (occasions) = \$1,250.00
- **Document translation** - Document translation: \$.25 p/w x 500 = \$125 over the course of the three (3)-year project. \$125 (cost) x 10 (occasions) = \$1,250.00
- **Labor for computer installation** - Labor for computer installation: \$95 (hour) x 2 (hours) during year 1 of the project.
- **Zoom virtual platform** - Zoom virtual platform (BAA Agreement/HIPAA Compliant) \$199 p/y x 3 years: \$597. Zoom account to be maintained by PAIP Coordinator 100% dedicated to project (1FTE) with Co-Facilitator, 100% dedicated to project (.15) accessing account during group facilitation.
- **Indirect Costs** - Remedies Renewing Lives has an FY21 negotiated indirect cost rate of 19.15% with the state of Illinois but does NOT have a federally negotiated indirect cost rate. As such, Remedies Renewing Lives has elected to utilize the 10% de Minimis applying to all direct costs supported by the project.

EXHIBIT C
PERFORMANCE MEASURES / REPORTING

GOAL: RIC Expansion – PAIP Services				
<u>Objectives/Standards</u>	<u>Performance Measures</u>	<u>PY1 Projected #’s 03/01/2022- 02/28/2023</u>	<u>PY2 Projected #’s 01/01/2023- 02/28/2024</u>	<u>PY2 Projected #’s 03/01/2024- 02/28/2025</u>
Maintain 2 employees at 1.15 FTE	Program Goal			
	# staff maintained this quarter	1.15	1.15	1.15
Conduct intake/assessment, midpoint and final evaluation with persons referred by Court	Program Goal	100	100	100
	# persons enrolled in PAIP services this quarter			
	Cumulative total enrolled in PAIP Services			
Conduct intake/assessment, midpoint and final evaluation with persons referred by Court	Program Goal	100	100	100
	# of Clients referred for assessment this quarter			
	# of assessments completed this quarter			
	# of clients assessed & found appropriate for group this quarter			
	# of clients enrolled in PAIP this quarter			
Facilitate Weekly PAIP Groups	Program Goal	150	150	150
	# PAIP Groups facilitated this quarter			
	Cumulative total # weekly PAIP groups facilitated			
Facilitate Weekly PAIP Groups In Spanish	Program Goal	48	48	48
	# PAIP Groups facilitated this quarter			
	Cumulative total # weekly PAIP groups facilitated			
	Program Goal	12	12	12

Communicate with Winnebago County Adult Probation Department	# Provider Meetings attended with Adult Probation/RIC this quarter			
	Cumulative Total			
Supervision with PAIP Staff	Program Goal	50	50	50
	# weekly supervision events this quarter			
	Cumulative Total			
Supervision events	Program Goal	15	15	15
	# patient/client chart reviews completed this quarter			
	# of coaching with staff completed this quarter			
	Program Goal	4	4	4
	# Program Observations completed this quarter			

DELIVERABLES OR MILESTONES

This Implementation Schedule, should be used as a planning tool for the program and reflect a realistic projection of how the program will proceed and the staff responsible for each task.

Task	Staff Position or Person Responsible	Start Date	End Date
Submit quarterly (select one) Periodic Financial Report	Meg Jagielski	01/01/ 2022	03/30/2023
Submit quarterly Data Report	Heather Beauflis	January 15 April 15 July 15 October 15	January 15 April 15 July 15 October 15
Complete all Fiscal and Programmatic Closeout Materials	Meg Jagielski and Heather Beauflis	1/15/2023	01/15/2023

If a report deadline falls on a weekend, the report is due the previous Friday.

Contact information for person completing this document: Please complete this table.

Name:	Heather Beaufiles
Title:	Grant and Contract Manager
Address:	220 Easton Parkway
City:	Rockford
Zip:	61108
Phone:	815-966-1285
Email:	hbeaufils@remediesrenewinglives.org

EXHIBIT D CONTACTS

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

Winnebago County Contacts	Sub recipient Contacts
<u>Administrative Contact</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elam Street Rockford, IL 61101 Telephone: (815) 319-4059 Email: mdokken@wincoil.us	<u>Administrative Contact (Reports)</u> Name: Gary Halbach Title: President/CEO Address: 220 Easton Parkway Rockford, IL 61108 Telephone: 815-966-1285 Email: ghalbach@remediesrenewinglives.org
<u>Alternate/Additional Contact</u> Name: Patrick Thompson Title: Winnebago County Administrator Address: 404 Elm Street Rockford, IL 61101 Telephone: (779) 707-0906 Email: pthompson@wincoil.us	<u>Program Contact</u> Name: Becky Winstead Title: Vice President of Domestic Violence Services Address: 220 Easton Parkway Rockford, IL 61108 Telephone: 815-966-1285 Email: bwinstead@remediesrenewinglives.org
<u>Invoices and Reports Sent to:</u> Name: Marlana Dokken Title: Director, Office of Criminal Justice Initiatives Address: 404 Elm Street Rockford, IL 61101	<u>Payments Sent to:</u> Name: Meg Jagielski Title: Vice President of Finance Address: 220 Easton Parkway Rockford, IL

Telephone: (815) 319-4059 Email: mdokken@wincoil.us	61108 Telephone: 815-966-1285 Email: mjagielski@remediesrenewinglives.org
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EXHIBIT E
TERMS, CONDITIONS, AND REPRESENTATIONS

1. Representations

- 1.1 Compliance with Internal Revenue Code. Sub recipient 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.
- 1.2 Compliance with Uniform Grant Rules (2 CFR Part 200). Sub recipient 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 7000.30(b)(1)(A).
- 1.3 Compliance with Registration Requirements. Sub recipient certifies that it (i) is registered with the Federal System for Award Management (SAM); (ii) is in good standing with the Illinois Secretary of State, if applicable; and (iii) has a valid DUNS number. It is Sub recipient's responsibility to remain current with these registrations and requirements. If Sub recipient's status with regard to any of these requirements change, Sub recipient must notify Winnebago County in writing immediately.

2. Certifications

Sub recipient, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Sub recipient and/or the Work performed under this Agreement:

- 2.1 Bribery. Sub recipient 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).
- 2.2 Bid Rigging. Sub recipient 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).
- 2.3 Debt to State. Sub recipient certifies that neither it, nor its affiliate(s), is/are barred from receiving a contract or award because Sub recipient, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Sub recipient, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Sub recipient acknowledges Winnebago County may declare the Agreement void if the certification is false (30 ILCS 500/50-11).
- 2.4 Dues and Fees. Sub recipient certifies that it is not prohibited from receiving a contract or 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.*).

- 2.5 Pro-Children Act. Sub recipient 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).
- 2.6 Drug-Free Work Place. If Sub recipient is not an individual, Sub recipient certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Sub recipient is an individual and this Agreement is valued at more than \$5,000, Sub recipient 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. Sub recipient further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.
- 2.7 Debarment. Sub recipient 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 pursuant to 2 CFR 200.205(a), or by the State (*See* 30 ILCS 708/25(6)(G)).
- 2.8 Non-procurement Debarment and Suspension. Sub recipient certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- 2.9 Clean Air and Water. Contracts (and subrecipients) exceeding \$150,000.00, must contain a provision requiring the contractor (or subrecipients) to agree to comply with all requirements of the Clean Air Act (42 U.S.C. 7401 *et seq.*), and the Clean Water Act [Federal Water Pollution Control Act] as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA). Reference: Part 200 Appendix II(G)
- 2.10 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state must include a provision requiring contractors to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Per Section 6002, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, these non-Federal entities and their contractors must procure only items, designated in guidelines of the EPA at 40 C.F.R. § 247, containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. These non-Federal entities and their contractors must procure solid waste management services so that energy and resource recovery are maximized, and they must establish an affirmative procurement program for procurement of recovered

materials identified in the EPA guidelines. Reference: Part 200 Appendix II(J), 2 C.F.R. § 200.322.

- 2.11 Health Insurance Portability and Accountability Act. Sub recipient 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. Sub recipient shall maintain, for a minimum of six (6) years, all protected health information.
- 2.12 Human Subjects Research. Sub recipient agrees to comply with all federal and state laws regarding the conduct of research involving human subjects. Sub recipient shall not publish or otherwise disclose any information that identifies, or serves in conjunction with other disclosed information, to identify any individual participating in Work, unless the individual so identified gives his/her prior written consent.
- 2.13 Criminal Convictions. Sub recipient certifies that neither it nor any officer, director, partner or other managerial agent of Sub recipient 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. Sub recipient further certifies that it is not barred from receiving a contract under 30 ILCS 500/50-10.5, and acknowledges that Winnebago County shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).
- 2.14 Forced Labor Act. Sub recipient 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).
- 2.15 Illinois Use Tax. Sub recipient certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.16 Environmental Protection Act Violations. Sub recipient certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving a contract under this Paragraph. Sub recipient acknowledges that this Agreement may be declared void if this certification is false.
- 2.17 Goods from Child Labor Act. Sub recipient certifies that no foreign-made equipment, materials, or supplies furnished 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).

3. Criminal Disclosure

- 3.1. Mandatory Criminal Disclosures. Sub recipient shall continue to disclose to Winnebago County all violations of criminal law Involving fraud, bribery or gratuity violations potentially affecting this Agreement. *See* 30 ILCS 708/40. Additionally, if Sub recipient receives over \$10 million in total Financial Assistance, funded by either State or Federal funds, during the period of this Agreement, Sub recipient 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.

4. Unlawful Discrimination

- 4.1 Compliance with Nondiscrimination Laws. Sub recipient, its employees and Sub recipients under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment, and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
- a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
 - b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
 - c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- 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.*).

5. Lobbying

- 5.1 Improper Influence. Sub recipient certifies that no grant funds have been paid or will be paid by or on behalf of Sub recipient 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, Sub recipient certifies that it has filed the

required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

- 5.2 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.
- 5.3 Lobbying Costs. Sub recipient certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 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.
- 5.4 Procurement Lobbying. Sub recipient warrants and certifies that it and, to the best of its knowledge, its Sub recipients have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and Sub recipients 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.
- 5.5 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.

6. Maintenance and Accessibility of Records; Monitoring

- 6.1 Records Retention. Sub recipient shall maintain for three (3) years from the date of submission of the final expenditure report under this Agreement, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Agreement, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. 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.
- 6.2 Accessibility of Records. Sub recipient shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Awarding Agency representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Awarding Agency's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by the Awarding Agency (including auditors), by the State

of Illinois, or by Federal statute. Sub recipient shall cooperate fully in any such audit or inquiry.

- 6.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described herein, shall establish a presumption in favor of Winnebago County for the recovery of any funds paid by Winnebago County under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 6.4 Monitoring and Access to Information. Winnebago County must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved under the terms of the grant award. In turn, Winnebago County shall monitor the activities of Sub recipient to assure compliance with all requirements and performance expectations of this Agreement. Sub recipient shall timely submit all invoices, and financial and performance reports requested by Winnebago County, and shall supply, upon Winnebago County's request, documents and information relevant to this Agreement. Winnebago County may make site visits as warranted by program needs.
- 6.5 Failure to Comply with Reporting or Documentation Requests. Sub recipient's failure to comply with Winnebago County's reporting requirements or supporting documentation requests may result in the withholding of funds and may be considered a material breach of this Agreement.

7. Conflict of Interest.

- 7.1 Required Disclosures. Sub recipient must immediately disclose in writing any potential or actual Conflict of Interest to Winnebago County.
- 7.2 Prohibited Payments. Sub recipient agrees not to compensate, directly or indirectly, in connection with this Agreement any person: (a) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) 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 (30 ILCS 500/50-13).

8. Equipment or Property

- 8.1 Prohibition and Disposition/Encumbrance During Performance Period. Sub recipient is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of equipment, material, or real property during the Performance Period without prior approval of Winnebago County.
- 8.2 Management and Disposition After Performance Period. Sub recipient must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property for which cost was supported by Grant Funds.
- 8.3 Insurance. Grantee shall maintain in full force and effect during the Performance Period 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.

- 8.4 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 the County for return to the Awarding Agency.

9. **Promotional Materials; Prior Notification**

- 9.1 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 Sub recipient seeks to use funds under this Agreement, in whole or in part, to produce any written publications, announcements, reports, flyers, brochures or other written materials, Sub recipient shall obtain *prior* approval for the use of funds for that purpose and, if approved by Winnebago County, agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “*This project was supported by Grant No. O-BJA-2021-94005 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice’s Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice.*”
- 9.2 Prior Notification/Release of Information. Sub recipient agrees to notify Winnebago County twelve (12) 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 Winnebago County in joint or coordinated releases of information.

EXHIBIT F

AWARD LETTER / SPECIAL CONDITIONS

[Winnebago County AWARD LETTER / SPECIAL CONDITIONS INSERTED HERE]

AGREEMENT FOR SECURITY SERVICES

This Agreement for Professional Security Services (the "Agreement"), March 1, 2022, is by and between On-Line Security Systems, LLC DBA Metro Enforcement, a business corporation licensed by the Illinois Department of Financial & Professional Regulation as a Private Security Contractor Agency, with its principal office at 618 East State Street, Rockford, Illinois (hereinafter "Metro Enforcement"), and the Seventeenth Circuit Court ("hereinafter Client").

WHEREAS, the Winnebago County Resource Intervention Center and Adult Probation are a facility operated by the Seventeenth Judicial Circuit Courts where therapeutic services are offered to court ordered clients; and

WHEREAS, Metro Enforcement is an experienced and privately insured Private Security Contractor Agency willing to perform security on behalf of Client at the Winnebago County Resource Intervention Center (RIC).

WHEREAS, Client finds that Metro Enforcement is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of Client's goals to reduce adult crime and reduce recidivism among adult offenders,.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1 SERVICES.

1.a Services to Client: Metro Enforcement agrees to provide the staffing of security guards at the Adult Probation Building for purposes of screening clientele Monday through Thursday, beginning at 5 p.m. until 8:00 p.m., excluding all court holidays.

Security will screen all clientele entering the building for the presence of weapons or other contraband. Security guards will at the end of each shift verify that all clientele have exited the building and will assist in resolving any potential conflict that may arise during their shift.

Nothing shall be construed to suggest that Metro Enforcement, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or lives or property of persons unless specifically listed in this agreement.

1.b The duties of the Metro Enforcement security guard regarding the protection of property include and are limited to:

1. Providing a visible deterrent for property crimes and crime against the client, which include criminal mischief, making graffiti, larceny, burglary, criminal tampering, trespass, and criminal trespass, misapplication of property. The terms are limited within the established confines of the RIC building.
2. Alerting the proper law enforcement authority of the incident immediately.

Nothing shall be construed to suggest that Metro Enforcement, its employees, agents, or security guards are compelled, required, contracted, or willing to protect the life or property of persons not specifically listed in this agreement.

Metro Enforcement will provide security guards with qualifications described in Section 4 of this agreement.

2 PAYMENT AND INVOICING TERMS.

- 2.1 Compensation:** Metro Enforcement will bill the client at a rate of \$ 30.00 per billable hour as agreed by the client and Metro Enforcement. Client shall not pay any compensation other than the stated hourly billing rates for actual work hours performed. Hours shall be kept in increments of six (6) minutes.
- 2.2 Invoicing:** Metro Enforcement shall submit a detailed monthly invoice to Client on or before the fifth day of each month for the legal services provided to Court during the preceding month. If the payment voucher is provided to the Court as described, the Court shall provide payment to Metro Enforcement following the second Winnebago County Board Meeting of the month.

3 CHANGES.

Client may, with notice to Metro Enforcement amend Exhibit A consistent with the scope of this agreement and all applicable laws. No change will be allowed unless agreed to by Metro Enforcement in writing.

4 STANDARD OF CARE.

Metro Enforcement warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards, who are both licensed by the IL Department of Financial & Professional Regulation, have prior to appointment for employment at Metro Enforcement, been subject to a comprehensive character background investigation, personal interview and submitted to fingerprint screening. No other representation, express or implied, and no warranty or guarantee are included or intended in this Agreement or in any report, opinion, deliverable, work product, document or otherwise. Furthermore, no guarantee is made as to the efficacy or value of any services performed. THIS SECTION SETS FORTH THE ONLY

WARRANTIES PROVIDED BY Metro Enforcement CONCERNING THE SERVICES AND RELATED WORK PRODUCT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF FITNESS. FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, TITLE OR OTHERWISE.

Client reserves the right to inspect documentation, pre-screen and pre-approve any security guards Metro Enforcement deems suitable to perform services under the terms of this agreement.

5 LIMITATIONS OF LIABILITY FOR LOSS.

5.1 The parties acknowledge that Metro Enforcement has been retained to provide the staffing of security guards at the Adult Probation Building for purposes of security and not as an insurer against all of any loss of damages.

5.2 It is further acknowledged by the parties that the amounts payable to Metro Enforcement under this Agreement are based upon the value of the services rendered and are unrelated to the value of Client's property, both real and personnel or the property of third parties located in or about the Protected Premises. Client therefore acknowledges and agrees that Metro Enforcement is making no guarantee or warranty - either express or implied - that its services will absolutely avert and/or prevent all or any loss or damage to the Protected Premises.

5.3 Metro Enforcement agrees to indemnify and hold harmless Client from any and all liabilities Metro Enforcement may incur in performing their obligations under this Agreement including, but not limited to losses, damages, costs, attorney fees, expenses, causes of action, claims or judgments resulting claimed injury or death, damage to property or loss of use of property of any person or legal entity arising out of or in any way connected with the performance of work or work to be performed by Metro Enforcement pursuant to this Agreement.

5.4 Upon execution of this agreement, Metro shall provide Court with copies of its current liability insurances coverages, and while this agreement is in effect shall name the Court as a Certificate Holder under such policies. During the term of this agreement, Metro shall allow Court to inspect liability insurance coverage documentation, and notify Court of any substantial changes in coverage.

6 MISCELLANEOUS.

6.1 Insolvency and Adequate Assurances: If reasonable grounds for insecurity arise with respect to Client's ability to pay for the Services in a timely fashion, Metro Enforcement may demand in writing adequate assurances of Client's ability to meet its payment obligations under this Agreement. Unless Client provides the assurances in a reasonable time and manner acceptable to Metro Enforcement, in addition to any other rights and remedies available, Metro Enforcement may partially or totally suspend its performance while awaiting

assurances, without any liability.

6.2 Severability: Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.3 Modification and Waiver: Waiver or breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.4 Independent Contractor: Metro Enforcement is an independent contractor of Client. Metro Enforcement and its agents acknowledge that they are not employees of the Seventeenth Judicial Circuit Court nor the County of Winnebago, Illinois.

6.5 Notices: Any notices required to be given or otherwise given pursuant to this agreement shall deemed effective when personally delivered or mailed by certified mail, return receipt requested to the other party at the address set forth below:

If to Metro Enforcement:

618 East State Street, Rockford, Illinois 61104

If to Client:

Trial Court Administration Office,
400 West State Street, Room 215,
Rockford, Illinois 61101

Any party may, by notice given in accordance with this Section to the other parties, designate another address or person or entity for receipt of notices hereunder.

6.6 Assignment: The Agreement is not assignable or transferable by Metro Enforcement or Client except as agreed by both parties in writing.

6.7 Disputes: Metro Enforcement and the Client recognize that disputes arising under this Agreement are best resolved at the working level by the parties directly involved. Both parties are encouraged to be imaginative in designing mechanisms and procedures to resolved disputes at this level. Such efforts shall include the referral of any remaining issues in dispute to higher authority within each participating party's organization for resolution.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

6.8 Section Headings: Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision on this Agreement.

6.9 Representations: Counterparts: Each person executing this Agreement on behalf of a party hereto represents and warrants that such is duly and validly authorized to do so, on behalf of such party, with full rights and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.10 Governing Law and Construction: This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

6.11 Entire Agreement Survival: This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Client and Metro Enforcement respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto. Additional services may be added at any time by request of the client and agreement by Metro Enforcement. Such service or services shall be deemed to be consistent with the warranties established herein.

6.12 Force Majeure: Metro Enforcement shall not be responsible for delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.13 Term & Termination: This agreement shall remain in full force and effect for a period of no less than 30 days, unless otherwise agreed by both parties in writing. Said contract will automatically renew if not cancelled in accordance with this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, consisting of six pages, having initialed at the bottom of each page, as of the day and year first above written.

17th Judicial Circuit Court

By: 

Date: 2/11/22

Title: Chief Judge

Metro Enforcement

By: _____

Date: _____

Title: _____



Resolution Executive Summary

Prepared By: Marlana Dokken
Committee: Public Safety & Judiciary Committee
Committee Date: February, 16 2022
Resolution Title: RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICE AGREEMENT FOR THE VIOLENT CRIME REDUCTION IN ILLINOIS COMMUNITIES (VCRIC) PROGRAM
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: February 24, 2022
Budget Information:

Was item budgeted?	No	Amount:	\$199,423
If not, explain funding source: U.S. Department of Justice			
ORG/OBJ/Project Code: 61400/Various/02703			Budget Impact: n/a

Background Information: The Chairman's Office of Criminal Justice Initiatives proposes to accept an award from the Illinois Criminal Justice Information Authority (ICJIA) and enter into a sub-agreement with a grassroots non-profit to provide Navigator services for moderate and high risk individuals involved, or formerly involved, in our criminal justice system. The award provides funding for 4 part-time evening/weekend Navigators and a Call Center Coordinator. Winnebago County will enter into agreement with GET CONNECTED 815 to provide Navigators and Call Center services. Also included is funding for grant compliance support which will be provided by WINNEBAGO COUNTY.

Recommendation: I recommended the following 3-year Agreements:

- | | |
|--|-----------|
| 1) Accept Award Agreement from Illinois Criminal Justice Information Authority | \$199,423 |
| 2) Sub- Agreement with Get Connected 815 | \$125,483 |

Contract/Agreement: County will accept, thereby entering into Agreement with the ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY (ICJIA); execute Agreement with GET CONNECTED 815 (\$125,483) which will contain a 30-day out clause.

Legal Review: Legal has reviewed agreement with ICJIA and will review Sub-Agreement prior to execution.

Follow-Up: Chairman's Office of Criminal Justice Initiatives will proceed with agreement(s) executions.

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

Sponsored by: Burt Gerl
Submitted by: Public Safety and Judiciary Committee

2022 CR

**RESOLUTION ACCEPTING AWARD AND AUTHORIZING SERVICES AGREEMENTS FOR SMART
PROBATION: INNOVATIONS IN SUPERVISION**

WHEREAS, Winnebago County and the 17th Judicial Circuit Court have been awarded the Innovation in Supervision: Smart Probation grant from the Department of Justice; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois, has reviewed the Award Letter from the U.S. DEPARTMENT OF JUSTICE; and

WHEREAS, the Finance Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

61400/various/02702

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, an Agreement with U.S. DEPARTMENT OF JUSTICE, in the dollar amount Seven Hundred Fourteen Thousand, Eight Hundred and Eight Dollars (\$714,808) and Sub Agreements with REMEDIES RENEWING LIVES, in the amount of two hundred fourteen thousand, seven hundred twenty dollars (\$214,720), and expenses of fifty-six thousand, one hundred sixty dollars (\$56,160) for METRO SECURITY.

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

Respectfully submitted,

PUBLIC SAFETY and JUDICIARY COMMITTEE

AGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

DISAGREE

Burt Gerl, Chairman

Aaron Booker

Kevin McCarthy

Brad Lindmark

Tim Nabors

Angie Goral

Dorothy Redd

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

Joseph V. Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

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: _____
Marlane 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 III. 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 III. 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

a/so 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.

Response:

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.

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.

Response:

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. *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*. 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.

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.

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, *56% were rearrested for any type of crime within three years of their release and 22% were arrested specifically for a violent crime*. 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

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
<p>Detail the plan for monitoring subrecipient performance, including submission of periodic data reports and periodic fiscal reports</p> <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.
<p>Review accuracy of subrecipient data reports</p> <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.
<p>Review accuracy of subrecipient fiscal reports</p> <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.
<p>Provide fiscal and programmatic technical assistance to all subrecipients as needed.</p> <ul style="list-style-type: none"> • 1 subrecipients will receive technical assistance. 	<ul style="list-style-type: none"> •
<p>Perform site visits with 100% of subrecipients during award period.</p> <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

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

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 EEO 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.

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- 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](https://www2.illinois.gov/ides/lmi/Pages/Local%20Area%20Unemployment%20Statistics.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.*

Grant #: TBD

4). **Equipment** (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$ -	\$ -	\$ -

Section C - Budget Worksheet & Narrative

6). Contractual Services (2 CFR 200.316) & Subawards (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.89). However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information. This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation			Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pre-rated)		
Get Connected 815- Subaward:						
1. Personnel	\$ 76,960.00	annual	1	100.00%	\$ 76,960	\$ 76,960
2. Fringe	\$ 8,199.00	annual	1	100.00%	\$ 8,199	\$ 8,199
3. Travel	\$ 1,580.00	annual	1	100.00%	\$ 1,580	\$ 1,580
4. Getting Ahead While Getting Out Workbooks	\$ 18.50	Per Person	20	100.00%	\$ 370	\$ 370
5. Getting Ahead Workbook Shipping	\$ 30.00	flat rate	1	100.00%	\$ 30	\$ 30
6. Gas Cards for Participants	\$ 5.00	each	384	100.00%	\$ 1,920	\$ 1,920
7. Navigator Cell Phones	\$ 300.00	month	5	100.00%	\$ 1,500	\$ 1,500
8. Navigator Cell Phone Service	\$ 175.00	month	12	100.00%	\$ 2,100	\$ 2,100
9. Navigator - Call Center Coordinator Laptops	\$ 1,243.00	per item	5	100.00%	\$ 6,215.00	\$ 6,215
10. Software for laptops and desktop(equal to Microsoft)	\$ 273.00	per item	5	100.00%	\$ 1,365.00	\$ 1,365
11. Mouse (laptop)	\$ 15.00	per item	5	100.00%	\$ 75.00	\$ 75
12. Laptop cases	\$ 25.00	per item	5	100.00%	\$ 125.00	\$ 125
13. Indirect Costs	\$ 100,437.00	base	1	10.00%	\$ 10,044	\$ 10,044
14. Case Management Software	\$ 15,000.00	annual	1	100.00%	\$ 15,000	\$ 15,000
				Total	\$ 125,483	\$ 125,483

Contractual Narrative:

SUB RECIPIENT PERSONNEL:

4 Navigators will be employed on a part time basis and will be split between covering weeknights and covering weekends. These positions will be supervised by the Get Connected Executive Director, whose salary is not included in this budget.

2 Part Time Navigators will be available to work on-call nights (after 5 pm), and weekends (8 am - 10 pm) on an hourly basis of \$20.00/hour. Their primary focus will be to complement the existing Winnebago County Focused Deterrence Program Navigators (for which funding currently only covers day shift services) by offering night and weekend support to the program's high risk participants; however, the PT Navigators will also be available to work with other moderate to high risk individuals when time allows.

2 **Weeknight Navigators** will be on call, alternating days from Monday through Friday, (one Navigator on call per day) during the hours of 5 pm - 10 pm: ((5 days x 5 hours) or 25 hours/wk) x 52 weeks = 1300 hours x \$20/hour = \$26,000 annually / 2 Navigators = \$13,000.00 per year per Navigator.

Weekend Navigator 1 (Day Shift): (8 am - 2 pm or 6 hours/day) X 2 days/week= 12 hours x 52 weeks/yr= 624 total hours x \$20 per/hour = \$12480

Weekend Navigator- 2 (PM Shift): (2 pm - 8 pm or 6 hours/day) X 2 days/week= 12 hours x 52 weeks/yr= 624 total hours x \$20 per/hour = \$12480

Get Connected Call Center Coordinator (CCC): The CCC will receive the call/referral for individuals needing services; screen clients for services and input their information into the

database, manage the Navigator rotation to ensure that all Navigators maintain balanced caseloads in relation to each other and notify Navigators when they receive a new referral, providing them with client contact information to ensure that they connect and schedule the intake appointment. The CCC will also assist Navigators with documentation to ensure they stay in compliance with all grant requirements. (noon - 5 pm) 5 hrs/day X 5 days/wk= 25 hrs X 52 weeks= 1300 total hours X \$20/hr= \$26,000

13,000 + 13,000 + 12,480 + 12,480 + 26,000 += \$76,960 (Total Salary)

SUB RECIPIENT FRINGE:

- **PT Navigator Weeknights Fringe** = \$1385 = FICA + Unemployment/Work Comp
 - FICA= \$995 = (Base- \$13000) X 7.65%
 - Unemployment= \$390 = (Base- \$13000) X 3%
- **PT Navigator Weeknights Fringe** = \$1385= FICA + Unemployment/Work Comp
 - FICA= \$995 = (Base- \$13000) X 7.65%
 - Unemployment= \$390 = (Base- \$13000) X 3%
- **PT Navigator Weekends=** \$1330 = FICA + Unemployment/Work Comp
 - FICA= \$955= (Base- \$12480) X 7.65%
 - Unemployment= \$374 = (Base- \$12480) X 3%
- **PT Navigator Weekends=** \$1330 FICA + Unemployment/Work Comp
 - FICA= \$955= (Base- \$12480) X 7.65%
 - Unemployment= \$374 = (Base- \$12480) X 3%
- **Get Connected PT Call Center Coordinator=** \$2769= FICA + Unemployment/Work Comp
 - FICA= \$1989 = (Base- \$12480) X 7.65%
 - Unemployment= \$780 = (Base- \$12480) X 3%

\$1385 + \$1385 + \$1330 + \$1330+= \$8,199.00 (Total Fringe)

SUB RECIPIENT TRAVEL:

Navigator staff, local mileage for field work: 75 miles/mo (per Navigator) x 9 months=675 mi X \$0.585 /mi = \$395/year x 4 staff = **\$1580.00**

SUB-RECIPIENT SUPPLIES:

Getting Ahead Workbooks for Program Participants: Get Connected uses the curriculum "Getting Ahead While Getting Out: A Prisoner Reentry Model to Reduce Recidivism Through Learning, Building Resources, Accountability, and Collaboration". Implementing this curriculum requires investigators/Participants to use workbooks, which Getting Ahead proposes to provide, so as to remove the cost barrier to participation for investigators. The following calculation was used to determine cost: *20 participants X \$18.50 per Getting Ahead Workbook= \$370 + 8% shipping costs (\$30) total estimated shipping costs = \$400. Cost is fixed and only available through this vendor*

Gas Cards for Navigator Clients with Transportation Issues (not the participants in the Getting Ahead class; these are others being served). Since mass transit options in Rockford are limited in most areas and completely unavailable in others, Get Connected is proposing to assist clients experiencing difficulty participating with the plans outlined by their Navigators by providing them with \$5 gas cards to enable them to get to and from appointments and meetings that they would otherwise not be able to attend. A policy will be put in place to ensure that these cards are not given liberally and are only provided to clients that have been determined to be fully engaged with their Navigators. These gas cards will also be important because if Navigators have multiple clients with transportation issues and a conflict arises where more than one client is in need of transportation, the gas cards will ensure that they do not have to choose which client to assist and which client does not receive help, as this has the potential to cause serious damage to the relationship between Navigator and Client, particularly regarding the Client's ability to trust their Navigator. The total for this line item was calculated as follows: *4 Navigators X 8 gas cards/mo (per Navigator) = 32 gas cards x 12 months= 384 gas cards x \$5.00 each = \$1920.00 total gas cards Cost based on need from recent, similar program*

Cell Phones for field work and contact with participants: Each Navigator and Call Center Coordinator will need a cell phone in order to effectively communicate with their clients, as well as to be able to safely provide services to clients, as cell phones enable GPS tracking and SOS functionality for Navigators in the field. The calculation is as follows: *5 staff x \$300 (estimated cost/phone based on costs of similar program implementations in the past) = \$1500.00*

Cell Phone Service: Get Connected has budgeted funds for cell phone service for the above mentioned cell phones. *Calculation is: \$35/mo x 5 staff = 175 (cost/mo) x 12 (months) = \$2100.00 Cost based on recent similar program and internet search*

Navigator / Call Center Coordinator Laptops are a one-time purchase to be used in the field for case management of program participants as well as by the Call Center Coordinator for managing schedules and assisting with data \$1,200 (cost per) x 5 (staff)= \$6,000 Cost based on previous expense for same purchase.

Software for laptops (Microsoft or better) software is a one-time purchase to be installed on the Navigator(s) and Call Center Coordinators laptops for creating documents \$273 (cost per) x 5 (quantity) = \$1365 Cost based on previous expense for same purchase.

$$76,960 \text{ (salary)} + 8,197 \text{ (fringe)} + 1,512 \text{ (travel)} + 13,700 \text{ (supplies)} + 10,044 \text{ (Get Connected 815 Indirect)} + 15,000 \text{ (case management software)} = \$125,483.00$$

Implementing Agency Name: WINNEBAGO COUNTY

Grant #: TBD

Section C - Budget Worksheet & Narrative

16). **Indirect Cost** (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see IC-JIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
Salary / Fringe / Travel / Supplies / Subaward	\$ 89,945	10.00%	8,995 \$		8,995 \$

Indirect Cost Narrative:

Indirect cost calculated at 10% of Modified Total Direct Costs (MTDC):
41,246 (salary) + 23,699 (fringe) + 25,000 (1 subaward) = 89,945.00

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Implementing Agency

Program Agency

Winnebago County

Name of Applicant Institution/Organization

Winnebago County

Name of Applicant Institution/Organization

Chairman's Office of Criminal Justice Initiatives

Institution/Organization

Signature

Signature

Signature

David Rickert

Name of Official

Joselb Chicarelli

Name of Official

Marlana Dokken

Name of Official

Chief Financial Officer

Title

Chairman, Winnebago County

Title

Director

Title

Chief Financial Officer (or equivalent)

Executive Director (or equivalent)

Executive Director (or equivalent)

Date of Signature

Date of Signature

Date of Signature

Grant #: TBD

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	Federal/State Amount	Match Amount	Total Amount
1. Personnel	\$ 41,246.00	\$ -	\$ 41,246.00
2. Fringe Benefits	\$ 23,699.00	\$ -	\$ 23,699.00
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ -	\$ -	\$ -
6. Contractual Services	\$ 125,483.00	\$ -	\$ 125,483.00
16. Indirect Costs	\$ 8,995.00	\$ -	\$ 8,995.00
TOTAL PROJECT COSTS	\$ 199,423.00	\$ -	\$ 199,423.00



Resolution Executive Summary

Prepared By: On behalf of Sheriff's Department
Committee: Public Safety and Judiciary Committee
Committee Date: February 16, 2022
Resolution Title: Resolution Awarding an Agreement with Benchmark Analytics
County Code: Winnebago County Purchasing Ordinance
Board Meeting Date: February 24, 2022

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$40,000 per year
If not, explain funding source:	
ORG/OBJ/Project Code: 24000-43160	Budget Impact:

Background Information:

The Winnebago County Sheriff's Department is in need of data-driven, law enforcement software that tracks officer performance and behavior.

It serves to recognize officers that exhibit exceptional behavior, as well as, identify officers who exhibit problematic behavior, which will then flag areas in need of improvement. Benchmark Analytics LLC has partnered with a consortium of research partners, including the University of Chicago, to develop their technology. The Benchmark Management System technology platform is currently deployed in close to 1,500 public agencies in 39 states across the country.

Recommendation:

WCSD Chief Deputy, Rick Ciganek, recommends approval of Benchmark Analytics law enforcement system. Discounted pricing was obtained by using the vendor's General Services Administration (GSA) contract 47-QTCA-20-D-00B9. (See Resolution Exhibit A and Resolution Exhibit B).

Contract/Agreement:

The agreement is for three years with two one-year renewal options.

Legal Review:

Benchmark's contract was reviewed and revised by State's Attorney's office.

Follow-Up:

Purchasing Department will attain counter-signed contract agreement. WCSD will issue a County Purchase Order to Benchmark Analytics LLC.

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

Sponsored by: Burt Gerl

Submitted by: Public Safety and Judiciary Committee

2022 CR

RESOLUTION AWARDING AN AGREEMENT WITH BENCHMARK ANALYTICS

WHEREAS, Section 2-357- part g Cooperative Joint Purchasing of the Winnebago County Code sets forth the guidelines for the County's participation in governmental agreements, and pursuant to the Illinois Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) the County has reviewed General Services Administration contract, 47QTCA20D00B9; and,

WHEREAS, the Winnebago County' Sheriff's Department is in need of data-driven, law enforcement software; and,

WHEREAS, the Public Safety and Judiciary Committee of the County Board for the County of Winnebago, Illinois has reviewed the proposal, Resolution Exhibit A, received for the aforementioned project and recommends awarding the contract as follows:

BENCHMARK ANALYTICS LLC
1801 WEST WARNER AVENUE, SUITE 301
CHICAGO, IL 60613

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois that the County Board Chairman is authorized to execute a service agreement, see Resolution Exhibit B, on behalf of the County of Winnebago with BENCHMARK ANALYTICS LLC, 1801 WEST WARNER AVENUE, SUITE 301, CHICAGO, ILLINOIS 60613 in the amount of FORTY THOUSAND DOLLARS (\$40,000.00).

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

Respectfully Submitted,
PUBLIC SAFETY AND JUDICIARY COMMITTEE

AGREE

DISAGREE

BURT GERL, CHAIRMAN

BURT GERL, CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

AARON BOOKER, VICE CHAIRMAN

KEVIN MCCARTHY

KEVIN MCCARTHY

BRAD LINDMARK

BRAD LINDMARK

TIM NABORS

TIM NABORS

ANGIE GORAL

ANGIE GORAL

DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2022.

JOSEPH CHIARELLI

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

ATTESTED BY:

LORI GUMMOW

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

Proposal to
Winnebago County Sheriff
02/03/2022
GSA: 47QTCA20D00B9

Introduction

Benchmark Analytics® was founded by a group of dedicated professionals who have years of experience in policing and because we've worn the badge, we know how important it is to uphold its honor. We also understand the power of data and analytics in advancing talent management and administration — we have a proven track record developing groundbreaking data-driven platforms that are founded in research and fueled by high-level, evidence-based analytics. Finally, the Benchmark platform is deployed in roughly 1500 public agencies in 39 states across the country.

Our software-enabled platform closes the current knowledge gaps in the marketplace by providing a single source to track and manage all data associated with a police department's human capital, and provides a holistic management system with early indicators designed to:

- Recognize, reward and retain officers exhibiting standout police work
- Identify officers exhibiting problematic behavior and flag areas in need of improvement — and provide them with a corrective action plan to get them back on track.

Additionally, our innovative platform includes security protected software that is instantly accessible, simple to use and easy to navigate.



Along with our consortium of esteemed research partners including the University of Chicago Center, highly regarded policing thought leaders and world-class technology developers, we are proud to present this Benchmark Analytics proposal for your consideration.

1. BMS | Benchmark Management System®

With BMS, Benchmark works with you to develop a comprehensive, top-to-bottom police force management system that:

- Serves as your single-source solution with full workflow management capabilities, or can be integrated with your existing systems — there’s no need to buy separate Use-of-Force, Internal Affairs, Performance Evaluation and other systems . . . BMS does it all
- Identifies what data is important to ensure the integrity and safety of all police officers, units and supervisors
- Configures to comply with DOJ guidelines on officer conduct and CALEA body of standards — as well as your collective bargaining agreement
- Delivers an efficient, effective platform created to provide a 360° holistic view of every officer in your department

BMS is a proactive management tool that features seven information categories designed to identify a wide range of activities and practices — not simply a system to focus on problematic behavior.



2. First Sign® Early Intervention

By leveraging the work completed in BMS, we activated the power of advanced analytics to develop a first-of-its-kind management tool that:

- Captures the data most important to officer performance and behavior — as well as the relationships between critical data variables
- Takes into account total productivity relative to signs that an officer may be engaging in problematic behavior
- Proactively notifies you at the “first signs” of a real need to intervene and help get an off-track officer back on track
- Transforms risk management in policing by significantly reducing your exposure to rising liability costs

First Sign is preventative by design: we know that intervention based upon simple, threshold-based triggers alone is not the right strategy — context, patterns of problematic behavior and officer history are what matter most . . . and what make our system better. First Sign is the only research based early warning/intervention product available in the market.

3. C.A.R.E. | Case Action Response Engine®

Once off-track behavior has been identified in First Sign, Benchmark expedites thoughtful and effective early intervention with C.A.R.E. — a proactive, targeted support program that:

- Features research-based, analytics-driven case management modules for officer-specific interventions
- Provides “benchmarks” of best practices that have proven to be most effective for different levels of intervention
- Facilitates the planning process with a template of actionable steps, guidelines, goals and follow-up

C.A.R.E. allows supervisors to develop a well thought out, meaningful plan of action for individual officers to help ensure that no one in your charge is falling through the cracks.

Ultimately, our goal is to get officers who are off track back on track — and out of C.A.R.E.

Implementation

Benchmark Analytics is tenacious about implementation. Our team is comprised of former government practitioners who know all too well that a thoughtful, well-managed implementation plan and execution is just as important as the technology itself. If we are fortunate to win your business, we will assign a project manager to your implementation.

Integrations

Benchmark Analytics will provide integrations into critical data capture/data storage systems. Integrating into people data systems and other key technologies provides

tremendous ease of use while greatly reducing errors associated with manual re-capture of data. We have a dedicated team of software specialists who focus on integrations and are building up a catalog of insight into commonly used applications all the time.

Training

We will work with your department to develop the right training methodology for your end users. We rely on a train-the-trainer model which provides an on-site, multi-day training for key administrators and managers/users who will be utilizing the system day-to-day. Because we understand that there can be turnover at police departments within the administrative functions, we also provide training refresh to new staff at no additional cost to the department.

Support

Benchmark Analytics provides customer support through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 6:00AM – 7:00PM (CST), excluding all federal holidays.

Other Items

1. **Hosting Overview**

Benchmark Analytics provides a software-as-a-service solution (SaaS) application, which is hosted in a CJIS-compliant, commercially available cloud (currently Amazon Web Services GovCloud).

2. **Membership in Research Consortium**

Benchmark Analytics clients are eligible for inclusion in the Benchmark research consortium at no additional charge and is part of the standard agreement. The Consortium is chaired by the University of Chicago and includes academics, researchers and practitioners who are national experts in early intervention and police best practice. This membership includes on-going iteration and enhancements to the research models as well as access to best practices and knowledge transfer from the country's leading researchers and practitioners.

Pricing

GSA – 47QTCA20D00B9

The below table provides details on pricing. Pricing provided in this proposal shall be valid through February 28, 2022.

Description	Quantity	Unit Price	Total
Annual Software License ¹	1	\$40,000	\$40,000
Annual Integration Fees	1	Included	\$0
Project Management	1	Included – no additional charge.	\$0
Training Plan	1	Included – no additional charge.	\$0
Technical Support	1	Included – no additional charge.	\$0
Total Annual Cost		\$40,000	\$40,000

1. Pricing assumes a three-year contract with 2 one-year renewal options.
2. Benchmark reserves the right to increase the annual subscription price no more than 4.0 percent per year, over the term of the agreement.

BENCHMARK ANALYTICS® SOFTWARE AS A SERVICE AGREEMENT

Benchmark Solutions LLC DBA Benchmark Analytics LLC ("Benchmark") 1801 West Warner Avenue Suite 301 Chicago, IL 60613 support@benchmarkanalytics.com accounting@benchmarkanalytics.com	This Software as a Service Agreement "Agreement" is not valid until accepted and signed by an authorized representative of Benchmark in Chicago, Illinois. Subscription Start Date: Upon Execution
Client Information	
Client: Winnebago County Sheriff's Office Address: 650 W. State St., Rockford, IL	Contact: Rick Ciganek Title: Chief Deputy Telephone: 815-319-6000 Email: ciganekr@wscsco-il.us

I. Subscription Fees:

Client shall pay Benchmark annual subscription fees ("Fees"), inclusive of integrations noted in Section III below, in the amount of \$40,000.00 for year 1 of the Term. Fees are subject to an annual increase up to 4% in each subsequent year of the Term. Client shall pay Fees for year 1 of the Term within 30 days from the effective date set forth above (the "Effective Date") and shall pay Fees for each subsequent year of the Term on or before the subsequent anniversary of the Effective Date. The annual subscription fee is subject to sales and use taxes; taxes will be charged unless a tax exemption form is provided. All payments are subject to the Local Government Prompt Payment Act.

II. Service Level Specifications:

Other than scheduled downtime, Benchmark strives for a high level of system availability above 99%. ("Service Level Specifications"). Benchmark will use commercially reasonable efforts to conform to the Service Level Specifications when accessed and used in accordance with this Agreement. If in a calendar month the Service Level Specifications are not met Benchmark shall credit Client with one month of Fees, to be applied toward the following year's subscription. Benchmark shall be responsible only for failures to meet the Service Level Specifications due to conditions that are within Benchmark's reasonable control. In order to obtain a service credit, Client must notify Benchmark in writing of any problem. Client's sole and exclusive remedy and Benchmark's sole and exclusive obligation with respect to any breach of the Service Level Specifications is the credit set forth in this Article II.

III. Additional Terms:

1. **Access and Use.** Benchmark has developed a software application designed for its clients' personnel to enter, manage, track, report and analyze various law enforcement-related information and to perform other incidental and subsidiary functions, known as "Benchmark Analytics" (the "Services"). Subject to and conditioned on Client's payment of Fees and compliance with all other terms and conditions of this Agreement, Benchmark hereby grants Client a non-exclusive, non-transferable right to access and use the Services indicated below, during the Term, solely for use by Client's administrators, employees and other Client-authorized persons or entities ("Users") in accordance with the terms and conditions herein and any additional terms applicable to Users. Such use is limited to Client's internal use. Benchmark shall provide to Client the necessary passwords, security codes and network links or connections to allow Client to access the Services ("Access Credentials").
 - ☒ Benchmark Management System® (BMS)
 - ☒ Use of Force
 - ☒ Training – ☐ FTO only
 - ☒ Internal Affairs
 - ☒ Performance Evaluation
 - ☒ Officer Profile
 - ☒ Activity
 - ☒ Community Engagement
 - ☐ Trigger Based Early Warning
 - ☒ First Sign® Early Intervention System (35% of total license fee attributable to First Sign® if BMS and C.A.R.E. are selected)
 - ☒ Case Action Response Engine® (C.A.R.E.)
 - ☒ 1 Total Quantity of Integrations: _____
2. **Term.** The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until three (3) years from the Effective Date (the "Initial Term"), and will automatically renew for up to two (2) additional one (1) year terms (collectively the "Term").
3. **Restrictions.**
 - a. Client may only use the Services strictly in accordance with (1) all applicable laws, including without limitation, employment laws and data privacy and security laws, (2) the supporting materials ("User Materials") provided by Benchmark, and (3) any other restrictions and requirements set forth herein. Client agrees that while the Services and the reports generated for Client ("Client Reports") may be used by Client in employment-related matters, they are not designed to be, nor shall they be, utilized as the substantial or sole factor in any employment-related decisions and are only designed to provide information to Client. Benchmark shall not be responsible for Clients' or its Clients' employees' use of the Services or any Client Reports generated by the Service. All employment-related decisions of Client, including without limitation the termination or discipline of any employee of Client, and Client's use of the Services, is at the sole discretion and responsibility of Client, and Benchmark shall have no responsibility whatsoever for any such decisions. In no event shall Benchmark be required to monitor or supervise the use of the Services by Client or any authorized users and compliance with the terms of this Agreement by all authorized users shall at all times be and remain the Client's sole responsibility.
 - b. Client shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Client shall not at any time, directly or indirectly, permit any Users or any third-party to: (i) copy, modify, or create derivative works of the Services or User Materials, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or User Materials; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or User Materials, misappropriates, or otherwise violates any intellectual property (IP) right or other right of any person, or that violates any applicable law; or (v) use the Services or User Materials for the purpose of creating any competing or similar service or software.
4. **Intellectual Property.**
 - a. Benchmark acknowledges that, as between Benchmark and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Client or a User through the Services ("Client Data"). Client hereby grants to Benchmark (i) a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for Benchmark to provide the Services to Client; and (ii) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use, prepare derivative works from, and display Client Data (a) to evaluate, enhance and improve the Services and future products and services (subject to the confidentiality obligations in Section 8); (b) for Research Purposes; and (c) to the extent incorporated within the Aggregated Statistics. "Research Purposes" means the use of Client Data for research, educational, evaluative or related purposes, provided that if such Client Data is disclosed to a third-party, it shall not directly identify any individual or agency and shall comply with applicable confidentiality obligations.
 - b. Client acknowledges that, as between Client and Benchmark, Benchmark and its licensors own all right, title, and interest, including all intellectual property rights, in and to the Services, all underlying software for the Services, the User Materials, and any and all intellectual property provided to Client or any User in connection with the

foregoing, including, without limitation, Aggregated Statistics and any information, data, or other content derived from Benchmark's monitoring of Client's access to or use of the Services ("Benchmark IP"). For the avoidance of doubt, Benchmark IP excludes Client Data.

5. **Aggregate Statistics.** Notwithstanding anything to the contrary in this Agreement, Benchmark may monitor Client's use of the Services and collect and compile data and information related to Client's use of the Services that is used by Benchmark in an aggregate and anonymized manner, including, but not limited to, compilation of statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Benchmark and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Benchmark. Client acknowledges that Benchmark may compile Aggregated Statistics based on Client Data input into the Services; provided, that such Aggregated Statistics do not identify Client or Client's Confidential Information.
6. **Support Services.** Benchmark shall provide a customer support number for client. The customer support line may be accessed through a toll-free telephone number (1-888-40-BENCH) or via e-mail (support@benchmarkanalytics.com) and will be available Monday through Friday 8:00AM – 6:00PM (CST), excluding all federal holidays. In the event of a system wide outage, the client shall be provided with a 24-hour hotline for immediate response.
7. **Client's Obligations.**
 - a. Client is responsible and liable for all uses of the Services and User Materials resulting from access provided by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Users, and any act or omission by a User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Users aware of this Agreement's provisions as applicable to such User's use of the Services, and shall cause Users to comply with all such provisions.
 - b. Client understands and agrees that (i) Client is responsible for obtaining and installing all software and/or hardware upgrade, fixes, or enhancements required by the applicable browser software; and (ii) that Benchmark is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities, including, but not limited, to the Internet.
 - c. Client shall be responsible for: (i) securely administering the distribution and use of all Access Credentials and protection against any unauthorized access to or use of the Services; and (ii) controlling the content and use of Client Data, including the uploading or other provision of Client Data to or through the Services and the accuracy thereof. Client shall immediately notify Benchmark if Client becomes aware of any loss or theft or unauthorized use of any Access Credentials.
 - d. Client shall immediately notify Benchmark if it becomes aware that the Services, or Client's use of the Services, violates or potentially violates any applicable laws.
 - e. Client is solely responsible for maintaining the confidentiality of Client's user name(s) and password(s)
8. **Mutual Obligations.** "Confidential Information" means any information that includes the following: (a) for Benchmark, all information relating to its business affairs, products, technology (including, but not limited to, source code, research and/or analytics), confidential intellectual property, trade secrets, third-party confidential information and other sensitive or proprietary information; and (b) for Client, the identities of its Users, records of interactions with the Users, and Client Data (including, but not limited to, information regarding Client's employees). Neither party shall disclose any Confidential Information of the other party to any person or entity, except to those of its employees or contractors who require access to it in order for the party to be able to perform its obligations under this Agreement, and who are bound by confidentiality obligations consistent with the terms of this Section, and except to the extent otherwise permitted by the licenses granted in Sections 5. The receiving party shall be responsible and liable for compliance with this Section by its employees and contractors. This Section does not apply to any information that (i) becomes generally publicly available other than as a result of improper disclosure by the receiving party; (ii) is independently developed by the receiving party without use of the Confidential Information of the disclosing party; (iii) becomes available on a non-confidential basis from a third-party that is not bound by confidentiality; or (iv) is known to the receiving party at the time of disclosure. To the extent required by any applicable law, regulation, or order of any court or governmental body, disclosure of Confidential Information is not a breach of this Agreement; provided, that the party required to disclose it (a) promptly, and prior to such disclosure, notifies the other party so that it can seek a protective order or other remedy, and (b) prior to any disclosure, asserts the confidential nature of the Confidential Information.
9. **Indemnification.** Benchmark shall indemnify, defend, and hold harmless Client from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third-party's valid U.S. patent or copyright, provided that Client promptly notifies Benchmark in writing of the claim, cooperates with Benchmark, and allows Benchmark sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Client agrees to permit Benchmark, at Benchmark's sole discretion, to (i) modify or replace the Services, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Client to continue use. This Section will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, or technology not provided by Benchmark or authorized by Benchmark in writing; (ii) modifications to the Services not made by Benchmark; (iii) failure to timely implement any modifications, upgrades, replacements or enhancements made available to Client by or on behalf of Benchmark; or (iv) Client Data or any other Client materials. THIS SECTION SETS FORTH CLIENT'S SOLE REMEDIES AND BENCHMARK'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD-PARTY.
10. **Limited Warranty; Disclaimer of Warranties.**
 - a. Benchmark warrants that the Services will substantially perform according to written functional specifications provided by Benchmark from time to time.
 - b. THE SERVICES AND BENCHMARK IP ARE PROVIDED "AS IS" AND BENCHMARK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BENCHMARK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS STATED IN SECTION 9, BENCHMARK MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND BENCHMARK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
11. **Limitation of Liability.** IN NO EVENT WILL BENCHMARK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) DAMAGES OF ANY NATURE WHATSOEVER IN CONNECTION WITH, RELATED TO OR ARISING OUT OF ANY TERMINATION OR DISCIPLINE OF A CLIENT EMPLOYEE, OR ANY CLIENT EMPLOYMENT-RELATED MATTER, (c) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (d) LOSS OF GOODWILL OR REPUTATION; (e) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY CLIENT DATA, OR BREACH OF CLIENT DATA OR SYSTEM SECURITY; OR (f) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BENCHMARK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL BENCHMARK'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED \$250,000.
12. **Time to File Claims.** Illinois law shall govern on any action, regardless of form, arising out of or relating to this Agreement.
13. **Termination.**
 - a. In addition to any other express termination right set forth in this Agreement, this Agreement may be terminated as follows: by Benchmark, if Client is in breach of any payment obligation contained in this Agreement and fails to cure such breach within ninety (90) days written notice of such breach by Benchmark; or by either party, if the other party is in material breach of any other provision of this Agreement (other than Client's obligation to pay Fees), by written notice to the other party effective sixty (60) days after the receipt of such notice unless the other party cures such breach within the sixty (60) day. In addition, Benchmark may terminate this Agreement immediately upon notice to Client in the event Client breaches its obligations under Section 4 above. Upon expiration or earlier termination of this Agreement, (i) Client shall immediately discontinue use of the Benchmark IP and, without limiting Client's obligations under Section 8, Client shall delete, destroy, or return all copies of the Benchmark IP; and (ii) Benchmark may immediately deactivate Client's account, and, after providing Client with ninety (90) days limited access to the Services for the sole purpose of permitting Client to retrieve Client Data, delete Client's account and bar any further access to such information and the Services. Client understands and agrees

that Benchmark is not liable to Client, its Users, or any third-party for any termination of Client's access to the Services or deletion of Client Data or any other data of any kind.

- b. This Section 13, and Sections 3, 4, 5, 8, 9, 10, 11, 12, 13 and 15 through 22 of Article III will survive any termination or expiration of this Agreement.
14. **Public Disclosure.** Client grants to Benchmark the right to publicly disclose the fact that Client is using the Services of Benchmark.
 15. **Severability.** Each paragraph and provision of this Agreement is severable from the entire Agreement, and, if one provision is declared invalid, the remaining provisions shall remain in effect and the invalid provision shall be reformed and amended to the extent needed to be valid.
 16. **Force Majeure.** In no event shall Benchmark be liable to Client, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond Benchmark's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.
 17. **Taxes.** Fees do not include any local or state sales, value added, use or other applicable excise taxes now in force or enacted in the future, any assessment of which shall be paid by Client. Without limiting the foregoing, Client shall promptly pay to Benchmark any amounts actually paid or required to be collected or paid by Benchmark pursuant to any statute, ordinance, rule or regulation of any legally constituted taxing authority.
 18. **Entire Agreement; Amendment; Waiver.** This Agreement supersedes all prior agreements and understandings between Client and Benchmark, including any representations, expressed or implied. Client acknowledges that this Agreement may not be changed or terminated orally. No change, termination or attempted waiver of any of the provisions of this Agreement shall be binding unless in writing and signed by an authorized representative of the party against who the same is sought to be enforced. The parties, each acting under proper authority, have signed this Agreement on the date indicated below. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
 19. **Notices.** Any notices required or permitted under this Agreement shall be in writing and shall be effective when delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or by personal courier to the address set forth in this Agreement or any more recent address to which the sending party has been apprised.
 20. **Relationship of the Parties.** Benchmark and Client are independent contractors. Neither party shall make any contracts, warranties, representations, or assume or create any other obligations, whether express or implied, in the other party's name or on its behalf.
 21. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that Benchmark shall have the right to assign its rights and obligations hereunder to its parent, subsidiary, or affiliate or a successor (including any successor through merger, consolidation or any other form of acquisition resulting in a change of control of Benchmark) upon notice to Client. Any purported assignment of rights in violation of this Section is null and void.
 22. **Third-party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person or entities other than Benchmark and Client.

BY SIGNING BELOW, EACH PARTY CERTIFIES THAT IT HAS READ AND AGREES WITH AND SHALL BE BOUND BY THE TERMS HEREOF.

Client:

Benchmark Solutions LLC DBA Benchmark Analytics LLC

Signature: _____

Signature: _____

Name: _____

Name: Ron Huberman

Title: _____

Title: CEO

Date: _____

Date: _____

UNFINISHED BUSINESS

Appointments

FINANCE COMMITTEE



Ordinance Executive Summary

Prepared By: Tom Hodges

Committee: Finance

Committee Date: 02-03-2022

Ordinance Title: Ordinance to Opt-out of Preferential Assessment for Affordable Rental Housing Construction and Rehabilitation Pursuant to Property Tax Code, 35 ILCS 200/15-178

County Code:

Board Meeting Date: 02-10-2022

Budget Information:

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

Background Information: Public Act 102-0175 amends the Illinois Property Tax Code to create two types of Preferential Assessments for the new construction or rehabilitation of low income rental properties which have seven or more units. This bill was created specifically for Cook County while allowing other counties to opt-out through a majority vote by their respective County Board. Counties which do initially opt-out may subsequently opt back in at a later date if they so choose.

Recommendation: It is the recommendation of the Winnebago County Supervisor of Assessments that Winnebago County opt-out of the provisions of 35 ILCS 200/15-178 for the following reasons:

- This bill was clearly written for Cook County (Cook County is repeatedly mentioned by name in the text) and by opting out, the County Board retains control of incentivizing new development at the local level instead of being required to defer to state law. By design, the County may opt back in at a later date if it so chooses.
- Any reduction in taxable value to one property results in a corresponding increase in property taxes for other properties within that jurisdiction.
- County Assessor's offices throughout the state, including Winnebago County are not currently constructed to administer this program and are unable to readily absorb the significant costs that may be involved.

Legal Review: The Chief of the Civil Bureau for the Winnebago County State's Attorney's office, Lafakeria Vaughn, reviewed and revised the proposed ordinance on 08/26/2021.

Attachment: Letter from Local School Districts

**ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2022 CO _____

SUBMITTED BY: FINANCE COMMITTEE

SPONSORED BY: JAIME SALGADO

**ORDINANCE TO OPT-OUT OF PREFERENTIAL
ASSESSMENT FOR AFFORDABLE RENTAL
HOUSING CONSTRUCTION AND
REHABILITATION PURSUANT TO PROPERTY
TAX CODE, 35 ILCS 200/15-178**

WHEREAS, the Illinois General Assembly passed Public Act 102-0175, which amended the Property Tax Code (35 ILCS 200/15-178) by providing for a preferential assessment for low-income housing; and

WHEREAS, the reduction of taxable value for one property results in a corresponding increase in property taxes for all other taxpayers in a jurisdiction; and

WHEREAS, the Winnebago County Supervisor of Assessments has advised the Finance Committee and the County Board that the implementation of this program by the County of Winnebago, Illinois would require significant financial resources to administer; and

WHEREAS, the preferential assessment is designed for a property in Cook County, Illinois but is applicable to all counties in Illinois; and

WHEREAS, the Property Tax Code, 35 ILCS 200/15-178 (b) provides that: “Any county with less than 3,000,000 inhabitants may decide not to implement one or both of the special assessment programs defined in subparagraph (1) of subsection (c) of this Section and subparagraph (2) of subsection (c) of this Section upon passage of an ordinance by a majority vote of the county board; and

WHEREAS, the Property Tax Code, 35 ILCS 200/15-178 (b) further provides that “Subsequent to a vote to opt out of this special assessment program, any county with less than 3,000,000 inhabitants may decide to implement one or both of the special assessment programs defined in subparagraph (1) of subsection (c) of this Section and subparagraph (2) of subsection (c) of this Section upon passage of an ordinance by a majority vote of the county board; and

WHEREAS, the Finance Committee and the County Board finds it is in the best interests of the citizens of Winnebago County, Illinois to opt-out of the special assessment programs and the provisions of 35 ILCS 200/15-178.

NOW, THEREFORE BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois, that the County of Winnebago, Illinois does hereby opt-out of the special assessment programs and the provisions of 35 ILCS 200/15-178.

BE IT FURTHER ORDAINED that this Ordinance shall be in full force and effect immediately upon its adoption.

BE IT FURTHER ORDAINED, that the Clerk of the County Board is hereby directed to prepare and deliver a certified copy of this Ordinance upon its adoption to the Winnebago County Supervisor of Assessments and the County Treasurer.

Respectfully submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

Jaime Salgado, Chairman

Jaime Salgado, Chairman

Steve Schultz

Steve Schultz

John Butitta

John Butitta

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Jean Crosby

Jean Crosby

Keith McDonald

Keith McDonald

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

Joseph Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

Dear Winnebago County Chairs,


It has been brought to our attention that the Board is taking into consideration an "opt in" program to a County-wide abatement program for affordable housing as authorized by the General Assembly.


Our concern as school superintendents is that a county wide abatement program would have impacts on our schools that we are not prepared for logistically or financially in order to support students. Over time schools have participated in expanded programming in areas such as Preschool, Early Childhood and Special Education services that have decreased available classroom space. Being surrounded by several viable rural acres that could be developed for affordable and potentially multi- family homes substantially poses the risk that our schools could grow too fast beyond our capability to serve our students in our current schools.

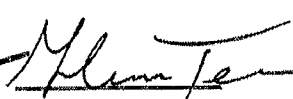
We are already experiencing this with 323 home Denali Subdivision. Ultimately, new local tax dollars would be needed to build and staff schools to adapt to the growth of the districts. In this proposal before the County Board, that tax burden would fall solely on the taxpayers in communities where tax abatements for residential developments historically have not been granted by the school districts. Depending on the location of the potential development, impact fees are not always in place to offset the decrease in tax revenue.

Furthermore, under the Evidence Based Funding Model currently used for school funding at the state level, our districts are currently not funded at 100%, thus this program could induce a further decrease of our adequacy to fund our students' education. The school districts have been extremely cognizant of the tax burden in our districts and that those taxes are applied in a fair manner.

If the County Board would like to establish the capability for affordable housing in our communities, we would advocate for a transparent and collaborative process where the community, school and governmental agencies work side by side to understand the impacts and develop a plan that will support our students and schools to provide excellent learning environments.


Keli Freedlund
Superintendent
Kinnikinnick School District


Michael Dugan
Superintendent
Hononegah School District


Glenn Terry
Superintendent
Rockton School District

NEW BUSINESS

ANNOUNCEMENTS & COMMUNICATIONS



WINNEBAGO COUNTY

— ILLINOIS —

Announcements & Communications

Date: February 24, 2022

Item: Correspondence to the Board

Prepared by: County Clerk Lori Gummow

Governing Statute(s): State of Illinois Counties Code [55 ILCS 5/Div. 3-2, Clerk](#)

County Code: [Ch 2. Art. II. Div. 4, Sec. 2.86 – Record Keeping & Communications](#)

Background: The items listed below were received as correspondence.

1. County Clerk Gummow received from the United States Nuclear Regulatory Commission the following:
 - a. Federal Register / Vol. 87, No. 26 / Tuesday, February 8, 2022 / Notices
 - b. Byron Station, Unit 2 – Notification of NRC Baseline Inspection and Request for Information; Inspection Report 05000455/2022003
 - c. Byron Station – Integrated Inspection Report 05000454/2021004 and 05000455/2021004
2. County Clerk Gummow received from Charter Communications a letter regarding the Quarterly Franchise Fee Payment for the following:
 - a. Harlem, IL, Township of (Winnebago Co)
 - b. Town of Rockton IL
 - c. Town of Roscoe IL

**CLOSED SESSION TO
DISCUSS LABOR
NEGOTIATIONS**

Adjournment