

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
Brandy Bryant, District 5
Eden S. Blair, District 6
James C. Dillon, District 7
Phillip Salzer, District 8
Kathrin Pastucha, District 9



Andrew A. Rand - Chairperson
Rachael Parker, County Clerk

Robert Reneau, District 10
Linda Daley, District 11
Rachel Reliford, District 12
Vice-Chairperson-James T. Fennell, District 13
Brian Elsasser, District 14
Steven Rieker, District 15
Matthew Windish, District 16
Jennifer Groves Allison, District 17
Paul Rosenbohm, District 18

PEORIA COUNTY BOARD and
PEORIA COUNTY BOARD BUDGET
MEETING AGENDA

Thursday, October 14, 2021
6:00 PM

County Courthouse • 324 Main Street • County Board Room 403 • Peoria, Illinois 61602
Voice: (309) 672-6056 • Fax: (309) 672-6054 • TDD: (309) 672-6073
www.peoriacounty.org

****REVISED**

CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK

I. APPROVAL OF MINUTES

- Approval of September 9, 2021 County Board Meeting Minutes

II. PROCLAMATIONS AND PRESENTATIONS

- A proclamation recognizing Bartonville Hardware on the occasion of their 70th Anniversary
- A proclamation recognizing the 100th anniversary of the Heart of Illinois United Way

III. CITIZENS' REMARKS

- Individuals wishing to appear in person to give public comment are asked to fill out a form upon arrival at the board meeting. Five minutes is allocated per person wishing to speak, with a maximum allotted time of 30 minutes. Masks are required in the Courthouse, and members of the public should observe social distancing as they are able.
- Alternatively, individuals may submit written public comment to the Peoria County Clerk via email, fax, mail, or in-person drop-off by 3:00 p.m. on October 14. These public comments will be read into the record at the meeting.
 - Email: countyclerk@peoriacounty.org
 - Mail/in-person: Peoria County Clerk, 324 Main St, Room 101, Peoria, IL 61602
 - Fax: (309) 672-6063
 - Individuals requesting special accommodations should call (309) 672-6059
- Peoria County Board meetings are livestreamed and may be watched remotely. Comments on these platforms will not be added to the record.
 - Facebook: <https://www.facebook.com/peoriacountygov>
 - YouTube: <https://www.youtube.com/channel/UC-qaAdj6tzlxqj3odzEoMIQ>



IV. CONSENT AGENDA

- C1. The Treasurer report consisting of the Bank and CD's Portfolio for the month of August 2021 and Revenue & Expenditure Reports for the month of July 2021.
- C2. The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3. A resolution (items 1, 4-6 surrenders, items 2-3, 7-8 reconveyances; items 9-22, 24- 33 conveyances) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from October 14, 2021 and any transaction between the parties involved not occurring within this period shall be null and void.
- C4. A resolution from your Executive Committee recommending approval of an appropriation in the General Fund of grant funds in the amount of \$800,000.00 from the Illinois Department of Transportation related to the Distillery Labs Smart City/Mobility Living Laboratory.
- C5. A joint resolution from your Finance, Audit and Legislative Affairs Committee and your Public Safety and Justice Committee recommending approval of an additional appropriation in the amount of \$500,000.00 to the County Sheriff's budget for costs related to the Collective Bargaining Agreement (CBA) between Peoria County and the Fraternal Order of Police Labor Council (FOP-Corrections Unit)
- C6. A resolution from your Public Safety and Justice Committee recommending approval of the annual salary of the Public Defender of Peoria County in the amount of \$165,090.76 effective July 1, 2021.
- C7. A resolution from your Public Safety and Justice Committee recommending approval of SFY22 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority in the amount of \$38,800.00 for the period July 1, 2021 through June 30, 2022.
- C8. A resolution from your Public Safety and Justice Committee recommending approval of FFY21 State Court Improvement Grant from the Administrative Office of the Illinois Courts for Peoria County Guardian ad Litem Project, in the amount of \$114,200.00 for the period October 1, 2021 through September 30, 2022.
- C9. A resolution from your Public Safety and Justice Committee recommending approval and appropriation of FFY21 State Court Improvement Program COVID-19 Grant from the Administrative Office of the Illinois Courts for the Peoria County Remote Juvenile Court Project, in the amount of \$41,026.00 for the period September 1, 2021 through September 30, 2022.



- C10. A resolution from your Public Safety and Justice Committee recommending approval of FFY21 State Court Improvement Grant from the Administrative Office of the Illinois Courts for Peoria County Child Protection Data Courts Project, in the amount of \$10,558.00 for the period October 1, 2021 through September 30, 2022.
- C11. A resolution from your Public Safety and Justice Committee recommending approval of FFY22 DUI Court Grant from the Illinois Department of Transportation, in the amount of \$305,603.12 for the period October 1, 2021 through September 30, 2022.
- C12. A resolution from your County Operations Committee recommending approval of a 3-year contract, with the option to renew up to two additional years, with Gallagher Bassett as Third Party Administrator (TPA) for Risk Management Services, at an estimated annual cost of \$52,000.00.
- C13. A resolution from your Infrastructure Committee recommending approval of the lowest responsible material proposal of Metal Culverts, Inc., Jefferson City, MO, in the amount of \$59,675.75, for a corrugated structural plate box culvert on Slane Road.
- C14. A resolution from your Infrastructure Committee recommending approval of a Local Public Agency Agreement for Federal Participation for Phase I and II Preliminary Engineering for the rehabilitation of a bridge (Structure Number 072-3132) on Pulsifer Road.
- C15. A resolution from your Infrastructure Committee recommending approval of a Local Public Agency Agreement for Federal Participation for bridge replacement (Structure Number 072-3105) on Dogtown Lane.
- C16. A resolution from your Infrastructure Committee recommending approval of a Resolution of Non-Participation rejecting future maintenance responsibilities of proposed pedestrian accommodations (sidewalk) on a portion of Airport Road under State of Illinois jurisdiction.
- C17. A resolution from your Infrastructure Committee recommending approval of annual appropriation of Motor Fuel Tax (MFT) funds in the amount of \$3,000,000.00 for County Highway maintenance activities in accordance with Illinois Department of Transportation regulations for calendar year 2022.



V. ORDINANCES AND RESOLUTIONS

1. A resolution from your County Health Committee recommending approval of the scope of work and funding with the Center for Prevention of Abuse for the creation of a Long Term Care (LTC) Ombudsman/Senior Advocate position.
2. A resolution from your County Operations Committee recommending adoption of Peoria County's Employee Health Plan Premium increases for the Standard PPO \$2,000 Plan, the Qualified High Deductible Health Plan, and the IMRF Medicare Eligible Retiree Plan, effective January 1, 2022 through December 31, 2022. *(Pending approval of the substitute resolution by County Operations, the Board may be voting on the substitute resolution in lieu of the original)*
- *

3. A resolution from your County Operations Committee recommending approval to settle Circuit Court Case No. 18-L-110 for a payment amount of \$26,676.53. *(Pending Committee Approval)*
4. A resolution from your County Operations Committee recommending approval of the FY 2022 Authorized Staffing Count for Administrative Departments.
5. A resolution from your Infrastructure Committee recommending approval of a Local Agency Agreement for participation in the Illinois Department of **Transportation's 2022 County Engineer's Salary Program.**
6. A joint resolution from your Finance, Audit, and Legislative Affairs Committee and your Executive Committee recommending approval of amendments to the County Board's financial policies.
7. A joint resolution from your Finance, Audit, and Legislative Affairs Committee and your Executive Committee recommending approval of the Annual Authorization for Year End Transfers.
8. A joint resolution from your Finance, Audit, and Legislative Affairs Committee and your Executive Committee recommending approval to abate the tax levy for the principal and interest payments due in 2022 for:
 - a. The General Obligation Bonds (alternate revenue source) Series 2020B (previously 2010F)
 - b. The General Obligation Bonds (alternate revenue source) Series 2011
9. An Executive Committee report submitted by the Executive Committee Chairman and the County Administrator on the 2022 Annual Budget for all Funds, including amendments recommended by all standing committees:
 - a. County Operations Committee – Rob Reneau
 - b. Infrastructure Committee – Phillip Salzer
 - c. Ways and Means Committee – Steven Rieker
 - d. Land Use Committee – James Dillon
 - e. County Health Committee – Sharon Williams
 - f. Public Safety and Justice Committee – Paul Rosenbohm
 - g. Joint Finance Audit and Legislative Affairs / Executive Committee – James Fennell / Andrew Rand



10. Adoption of the Annual Tax Levy – All Funds.

11. Adoption of the Peoria County Annual Budget and Appropriation Ordinance for January 1, 2022 through December 31, 2022.

a. Floor Amendment #1

12. SUSPENSION OF RULES

13. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

VII. ADJOURNMENT

Sharon K. Williams, District 1
Junior Watkins, District 2
Betty Duncan, District 3
Chairperson-Andrew A. Rand, District 4
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**PEORIA COUNTY BOARD
MEETING MINUTES
Thursday, September 9, 2021
6:00 PM**

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**CALL TO ORDER
MOMENT OF SILENCE
PLEDGE OF ALLEGIANCE
ROLL CALL BY THE COUNTY CLERK**

Attendance was taken with the Roll Call-Pro voting system, and the following members of the Board were present: Members Blair, Daley, Dillon, Duncan, Elsasser, Fennell, Groves Allison, Pastucha, Rand, Reliford, Reneau, Rieker, Rosenbohm, Salzer, Watkins, Williams, Windish, with Member Bryant absent.

I. APPROVAL OF MINUTES

- Approval of August 12, 2021 County Board Meeting Minutes

Member Fennell moved for approval of the minutes and Member Groves Allison seconded. The minutes were approved by a unanimous roll call vote of 17 ayes.

II. PROCLAMATIONS AND PRESENTATIONS

- A presentation by Trefzger's Bakery

Member Bryant entered the meeting.

Katie Kim, representing The Kim Group, and Jeff Huebner, representing Trefzger's Bakery, addressed the Board. They expressed their appreciation for the loan given to them through the Keystone Funds and conveyed the impact the funds have made.

- A proclamation recognizing the week of September 20-26, 2021 as National Rail Safety Week
- A proclamation recognizing September as National Preparedness Month
- A proclamation recognizing the 20th anniversary of September 11, 2001

III. CITIZENS' REMARKS

Kiersten Sheets, Peoria County Farm Bureau Board Member, addressed the Board regarding the absence of broadband internet throughout rural Peoria County. Ms. Sheets presented the Board with a petition signed by Peoria County residents. She thanked the Board for the portion of ARPA



funds dedicated to broadband internet infrastructure but encouraged dedicating a more significant amount. She detailed further steps that could be taken to address this issue.

Chairman Rand discussed the ARPA funds as it related to broadband infrastructure. He contended that cable providers do not invest in the areas that are more expensive to serve. He expressed that mobile data could be cheaper and more accessible than broadband.

County Clerk Rachael Parker read the submitted public comment. See attached for the public comment.

Member Daley commented that even though her district is wholly located within the City of Peoria, she recognizes the constituents residing in rural Peoria County who do not have access to internet service. She stressed the importance of this issue. Member Pastucha thanked Ms. Sheets for bringing the issue to the Board's attention.

IV. CONSENT AGENDA (including reports to be filed)

- C1.** The Treasurer report consisting of the Bank and CD's Portfolio for the month of July 2021 and Revenue & Expenditure Reports for the month of June 2021.
- C2.** The Auditor's report of expenditures from Accounts Payable system is accessible at www.peoriacounty.org/auditor/transparency.
- C3.** A resolution (items 1-7, 9-11 surrenders; 8 reconveyance) from the Ways and Means Committee recommending that the County Board Chairman be authorized and directed to execute deeds of said property to the highest bidder, and be authorized to cancel the appropriate Certificates of Purchase. This resolution shall be effective ninety days from September 9, 2021 and any transaction between the parties involved not occurring within this period shall be null and void.
- C4.** A resolution from your Executive Committee recommending approval of the County Board support in the creation of the Statistical Boundaries of the Illinois Waterway Ports and Terminals.
- C5.** A resolution from your Public Safety and Justice Committee recommending approval of the SFY 2022 Adult Redeploy Grant Agreement with the Illinois Criminal Justice Information Authority in the amount of \$226,281.00.
- C6.** A resolution from your Public Safety and Justice Committee recommending a transfer of funds in the amount of \$7,000.00 from the County Sheriff Department budget to the Sheriff Merit Commission department budget.
- C7.** A resolution from your County Operations Committee recommending settlement authority in an amount not to exceed \$32,520.00 be approved to settle Worker's Compensation Case number 010015-005284-WC-01.
- C8.** A resolution from your County Health Committee recommending approval of the most qualified response of Farnsworth Group, Peoria, IL, for architectural services related to the Health and Human Services Campus project.



C9. A resolution from your County Health Committee recommending approval of the most qualified response of River City Construction LLC, East Peoria, IL, for Construction Manager at Risk for preconstruction and construction management services related to the Health and Human Services Campus project.

C10. Chairman Appointments.

Member Groves Allison moved to approve the Consent Agenda and Member Blair seconded. Member Williams asked to pull Items C8 and C9. The Consent Agenda, except for Items C8 and C9, was approved by a roll call vote of 17 ayes and 1 nay, with Member Windish voting nay.

C8. A resolution recommending approval of the most qualified response of Farnsworth Group, Peoria, IL, for architectural services.

Member Williams moved to approve Item C8 and Member Blair seconded. Member Williams summarized the interview and scoring process that resulted in selecting Farnsworth Group. Member Elsasser questioned whether the funds would be used for something new or put towards the existing campus. Member Williams explained that the decision has not yet been made regarding remodeling, replacing, or relocating. Member Elsasser questioned River City Construction's role in the project. Member Dillon drew parallels between this process and the process that was previously followed with the Heddington Oaks project. Member Rosenbohm expressed concern for refurbishing the old building. Member Williams reiterated that no decisions have been made yet. Item C8 was approved by a roll call vote of 17 ayes and 1 nay, with Member Windish voting nay.

C9. A resolution recommending approval of the most qualified response of River City Construction LLC, East Peoria, IL, for Construction Manager at Risk.

Member Salzer moved to approve Item C9 and Member Blair seconded. Member Williams summarized the interview and scoring process that resulted in selecting River City Construction LLC. Chairman Rand commended Member Williams for her efforts. Member Elsasser stressed that he feels the Board would be better served waiting for a response from Farnsworth Group before proceeding. Member Dillon explained the purpose of hiring River City Construction and that both companies would be working together. Item C9 was approved by a roll call vote of 16 ayes and 2 nays, with Members Elsasser and Windish voting nay.

V. ZONING ORDINANCE AND RESOLUTIONS

- 1.** A resolution from the Chairman of Public Safety and Justice Committee and the County Administrator recommending approval of a FFY21 State Court Improvement Program grant agreement with the Administrative Office of the Illinois Courts in the amount of \$21,000.00, to fund independent contractor attorneys who serve as appointed Guardian ad Litem in juvenile abuse and neglect court. *(Poll Vote per Rules of Order, Article V, Section 18C)*

Member Rosenbohm moved to approve the resolution and Member Duncan seconded. The resolution passed by a roll call vote of 17 ayes and 1 nay, with Member Windish voting nay.

- 2.** A resolution from the Chairman of County Operations Committee and the County Administrator recommending approval of the Collective Bargaining Agreement (CBA) between Peoria County and the Fraternal Order of Police Labor Council (FOP-Corrections unit). *(Poll Vote per Rules of*



Order, Article V, Section 18C; and pending union ratification)

Member Reneau moved to approve the resolution and Member Pastucha seconded. The resolution passed by a roll call vote of 17 ayes and 1 nay, with Member Windish voting nay.

3. SUSPENSION OF RULES

Member Bryant moved to suspend the rules and Member Reneau seconded. The motion passed by a roll call vote of 17 ayes and 1 nay, with Member Windish voting nay.

4. A Proclamation extending the Declaration of Emergency due to COVID-19 in Peoria County, Illinois.

Member Watkins moved to approve the resolution and Member Reneau seconded. The resolution passed by a roll call vote of 15 ayes and 3 nays, with Members Elsasser, Reliford, and Windish voting nay.

VI. MISCELLANEOUS AND ANNOUNCEMENTS

Member Pastucha mentioned the Prairie Folklore Cemetery Tours, which occur during the first two weekends in October in Springdale Cemetery.

County Clerk Rachael Parker recognized County Treasurer Nicole Bjerke for being selected as part of the 25 Women in Leadership.

VII. ADJOURNMENT

There being no further business before the Board, the Chairman announced the meeting was adjourned.



The following public comment was submitted.

Danielle Fuller

From: Beth Crider <bcrider@peoriaroe.org>
Sent: Tuesday, September 7, 2021 12:17 PM
To: CoClerk-Public Email
Subject: [EXTERNAL] comments for Board Meeting 9/9/2021

Follow Up Flag: Follow up
Flag Status: Completed

I would like to submit electronic comments to the Peoria County Board for the September 9, 2021 meeting.

Dear Peoria County Board:

The Peoria Regional Office of Education has been working with Farm Bureau in recent weeks to survey our rural areas for broadband access in light of the global pandemic. We have a common interest. While access to broadband is good for business and agribusiness, it is also imperative for access to remote or online learning. As we all know, the end of the 2019-2020 school year had each student in Peoria County attempting to learn in some type of online format. ALL digital formats required and continue to require the internet for a high quality public education. School districts throughout Peoria County made attempts to deliver hot spots or paper packets of work to students without access, but it quickly became an equity issue. Very simply, the lack of access to quality, reliable, consistent broadband (wifi) meant some students did not get the same quality of instruction that others received.

The dollars set aside to Peoria County through the federal government's Covid relief funding could be a major asset to right this inequity. When I read the purpose and the intent of what these dollars are for, helping develop the infrastructure for broadband makes complete sense. The global pandemic exposed many critical fissures in public services. This one time lump sum could go a very long way to securing access for all no matter where the resident lives in Peoria County. Additionally, it should be noted that a small investment could pay big dividends with matching funds elsewhere that can be explored.

I am grateful to the Peoria County Farm Bureau for their thoughtful approach to this issue and to include like-minded partners in the effort.

Thank you for your consideration, Beth Crider, Peoria County Regional Superintendent

--

Beth

Beth Crider
Peoria County Regional Superintendent
324 Main Street
Room 401
Peoria, IL 61602
Office-(309)672-6906
Cell-(309)370-9088



PROCLAMATION

WHEREAS, Peoria County congratulates Bartonville Hardware Co. on the occasion of its 70th year in business; and

WHEREAS, Earl McCoy and Mac McCowan opened Bartonville Hardware Co. in 1951, originally on Adams Street, after having worked together at F. Meyer Hardware in Peoria; and

WHEREAS, after Mac McCowan's departure from the business in 1953, Earl McCoy and his wife, Isabelle, continued to operate the store and became mainstays in the Bartonville Community, with Earl serving on the board of the Bartonville Bank and as an active member of the Bartonville Lions Clubs; and

WHEREAS, after their passings, their son Greg McCoy took over operations in 1988 and kept the business in the family; and

WHEREAS, Greg McCoy and his wife Carol continue to this day to run Bartonville Hardware Co.; and

WHEREAS, Greg and Carol McCoy's sons, Jeff and Tim, are integral to the running of the store and are committed to keeping the "family" in family-owned; and

WHEREAS, Peoria County honors the entire McCoy family for their commitment to their community.

NOW THEREFORE I, Andrew A. Rand, Chairman of the Peoria County Board, on behalf of the County Board, do hereby recognize Bartonville Hardware Co. on its 70th Anniversary.

Dated this 14th day of October, A.D., 2021

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

Rachael Parker
PEORIA COUNTY CLERK



PROCLAMATION

WHEREAS, since October 18, 1921, the Heart of Illinois United Way has brought the residents of our community together to care for one another; and

WHEREAS, through their Community Impact Fund and partner agencies, the Heart of Illinois United Way invests in local education, financial stability, and health needs to enable the people of central Illinois to earn livable wages, increase independence, and improve wellness at all ages; and

WHEREAS, the Heart of Illinois United Way, whether it be in times of war, natural disasters, health crises, and more, has proven it is built to support the people of our region, no matter the challenge; and

WHEREAS, the Heart of Illinois United Way knows we are better together, and stronger united. Since its founding, the Heart of Illinois United Way has engaged volunteers and community leaders from across central Illinois to ensure the fundamentals of safe and stable lives are available to all individuals in our community; and

WHEREAS, over the past 100 years, the Heart of Illinois United Way has raised more than \$337 million through the generosity of the people who call our area home. Using data, they continually leverage these donations to guarantee our local network of health and human care services remain strong and provide the greatest return on the community's charitable investments; and

WHEREAS, as the Heart of Illinois United Way celebrates 100 years of community impact this year, the organization's history is a chronicle of who we, as a community, are now, who we were, and how we have evolved to support the community we all call home;

NOW, THEREFORE, I, Andrew A. Rand, Chairperson of the Peoria County Board, and on behalf of the Peoria County Board, do hereby congratulate the Heart of Illinois United Way for 100 Years of Community Impact.

Dated this 14th Day of October 2021 A.D.

A handwritten signature in black ink that reads "Andrew A. Rand".

Andrew A. Rand
PEORIA COUNTY BOARD CHAIRMAN

A handwritten signature in black ink that reads "Rachael Parker".

Rachael Parker
PEORIA COUNTY CLERK

County of Peoria, Illinois
Bank Account Portfolio
As of August 31, 2021

Account Name	Account Balance		Variance		Interest	Notes
	Current Month	Prior Month	Amount	Percent	Amount	
<u>Accounts at Illinois National Bank</u>						
Payroll	151,340	153,202	-1,862	-1.22%	2	S,C
Juror's Payroll	40,379	47,686	-7,308	-15.32%		C
Peoria County Employee Benefit Plan	502,716	1,098,193	-595,476	-54.22%		C
Peoria County Flex Spending Acct	100,198	105,606	-5,408	-5.12%		C
County Collector	38,305,864	7,374,417	30,931,448	419.44%	110	S
Operating	13,033,182	12,411,223	621,959	5.01%	5,517	S
Peoria County Forfeiture - State	390,489	386,448	4,041	1.05%	3	S
Peoria County Forfeiture - Federal	17,948	17,948	0	0.00%		C
Emergency Telephone System-E911	4,786,305	4,640,452	145,853	3.14%	41	S
Trust & Condemnation	37,480	37,480	0	0.00%		D
County Motor Fuel	7,990,807	7,999,796	-8,989	-0.11%	71	S
Township Bridge	534,005	534,001	5	0.00%	5	S
Township Motor Fuel	3,193,309	3,098,754	94,555	3.05%	28	S
CDAP	716,844	760,030	-43,186	-5.68%	7	S
VSP - HRA	682,898	689,795	-6,897	-1.00%		C
Clearing Account	776	1,120	-344	-30.68%		C
Abandoned Property Program	3,100	3,100	0	0.00%		C
Rural Transportation	13,061	13,059	2	0.01%	2	C
Total Accounts at Illinois National Bank	70,500,700	39,372,308	31,128,392	79.06%	5,785	
<u>Accounts at Morton Community Bank</u>						
Capital Improvement	246,084	246,078	6	0.00%	6	M
Operating - Investment	42,200,257	42,195,977	4,280	0.01%	4,280	ICS
County Motor Fuel - Investment	4,318,988	4,318,548	440	0.01%	440	ICS
ARPA	17,402,668	17,402,254	415	0.00%	415	SPF
Total Accounts at Morton Community Bank	64,167,997	64,162,856	5,141	0.01%	5,141	
<u>Accounts at Commerce Bank</u>						
General Investment Acct	5,307,911	5,316,806	-8,895	-0.17%	-8,895	MI

Notes C = Clearing Account Only
S = Sweep Account
D = Disbursed via Court Orders
N/A = Current month information not yet rec'd
M = Money Market Account
ICS = Insured Cash Sweep
MI = Mixed Investment Acct
SPF = Snow Public Funds

County of Peoria, Illinois
Certificate of Deposit Portfolio
As of August 31, 2021

	Investment Amount	Purchased Date	Maturity Date	Term (Months)	Interest Rate
<u>Morton Community Bank</u>					
Employee Health Fund	400,000	1/5/21	1/5/22	12	0.25%
Total for Bank	400,000				
<u>Busey Bank</u>					
County Health-TB Fund	202,862	7/7/21	1/7/22	6	0.05%
Total for Bank	202,862				
<u>Princeville State Bank</u>					
Employee Health Fund	400,000	7/1/21	7/1/22	12	0.25%
County Health Fund	500,000	7/1/21	7/1/22	12	0.25%
Employee Health Fund	1,000,000	8/13/21	2/13/23	18	0.30%
Employee Health Fund	1,000,000	10/14/20	10/14/21	12	0.35%
Employee Health Fund	400,000	12/19/20	12/19/21	12	0.25%
Total for Bank	3,300,000				

Recap by Fund:

030 County Health & TB Fund	702,862
081 Employee Health Fund	3,200,000

Total Certificate of Deposits **3,902,862**

Total Banks	3,902,862
Difference	0

DATE: 10/07/2021
 TIME: 11:03:16

PEORIA COUNTY, IL
 REVENUE STATUS REPORT

PAGE NUMBER: 1
 REVST11

SELECTION CRITERIA: ALL
 ACCOUNTING PERIOD: 7/21

SORTED BY: FUND TYPE,2ND SUBTOTAL
 TOTALED ON: FUND TYPE
 PAGE BREAKS ON: FUND TYPE

FUND TYPE-1 GENERAL

2ND SUBT-	TITLE	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/BUD
31001	PROPERTY TAXES	7,942,750.00	657,006.60	.00	4,294,820.90	3,647,929.10	54.07
31401	OTHER TAXES	700,000.00	.00	.00	.00	700,000.00	.00
32209	BUILDING/ZONING PERMITS	300,000.00	22,264.20	.00	184,307.86	115,692.14	61.44
32219	MARRIAGE LICENSES	84,000.00	6,790.00	.00	40,390.00	43,610.00	48.08
32221	LICENSES/PERMITS	965,700.00	93,672.00	.00	629,707.58	335,992.42	65.21
33110	FEDERAL GRANT	5,000.00	.00	.00	.00	5,000.00	.00
33350	STATE REVENUE	1,574,210.00	70,128.60	.00	791,393.79	782,816.21	50.27
33509	INCOME TAX	6,159,740.00	1,103,457.07	.00	6,649,200.85	-489,460.85	107.95
33529	STATE REIMBURSEMENT-SALA	1,668,830.00	154,201.86	.00	1,090,580.89	578,249.11	65.35
33540	INTERGOVERNMENTAL REVENU	265,464.00	1,481.20	.00	203,749.75	61,714.25	76.75
33900	SALES TAXES	12,367,155.00	1,263,291.27	.00	8,318,664.66	4,048,490.34	67.26
34050	POLICE PROTECTION CTRCT	1,749,875.00	109,925.00	.00	947,730.36	802,144.64	54.16
34060	ANIMAL PROTECT CONTRACT	327,795.00	.00	.00	166,484.41	161,310.59	50.79
34110	FEES AND CHARGES	3,177,000.00	256,557.90	.00	1,971,299.95	1,205,700.05	62.05
34150	REVENUE STAMPS	335,000.00	46,224.50	.00	283,022.00	51,978.00	84.48
34171	WARRANTS SERVICE	140,000.00	16,222.25	.00	104,471.09	35,528.91	74.62
34190	DETENTION CHARGE FEDERAL	901,550.00	72,670.00	.00	600,860.00	300,690.00	66.65
34194	RENT-BUILDING	173,370.00	13,484.98	.00	106,394.86	66,975.14	61.37
34240	COURT SECURITY FEES	280,000.00	18,012.79	.00	158,269.33	121,730.67	56.52
34400	IMPOUND	4,800.00	620.00	.00	3,384.00	1,416.00	70.50
34401	ADOPTION	50,000.00	4,655.00	.00	30,323.85	19,676.15	60.65
34650	CHARGES FOR SERVICES	2,031,900.00	117,024.02	.00	1,011,143.60	1,020,756.40	49.76
35110	COURT FINES	407,000.00	28,885.37	.00	247,917.50	159,082.50	60.91
35120	FINES FOR COURT USAGE	112,400.00	10,627.74	.00	91,820.00	20,580.00	81.69
35125	RESTITUTION	.00	715.00	.00	715.00	-715.00	.00
35140	REDEMPTION	26,000.00	4,000.00	.00	21,840.00	4,160.00	84.00
35910	INTEREST	32,700.00	3.07	.00	17,308.78	15,391.22	52.93
36001	MISCELLANEOUS REVENUES	1,358,240.00	124,166.40	.00	855,847.88	502,392.12	63.01
37500	ASSET DISPOSAL PROCEEDS	18,000.00	25.00	.00	15,586.00	2,414.00	86.59
42000	TRANSFER IN	74,915.00	2,200.00	.00	17,194.95	57,720.05	22.95
TOTAL GENERAL		43,233,394.00	4,198,311.82	.00	28,854,429.84	14,378,964.16	66.74

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FUND TYPE-1 GENERAL

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030	FULL-TIME EMPLOYEES	21,944,760.00	2,311,463.43	5,209,119.11	11,432,188.33	5,303,452.56	75.83
51032	PERSONAL SERVICES	2,907,250.00	433,549.71	372,473.45	1,913,224.61	621,551.94	78.62
51240	MEDICAL/HEALTH BENEFITS	3,816,365.00	221,259.20	531,557.73	1,585,249.41	1,699,557.86	55.47
51500	IMRF\FICA	45,900.00	.00	.00	23,597.43	22,302.57	51.41
52040	FOOD	365,125.00	32,504.62	.00	222,952.82	142,172.18	61.06
52090	MAINTENANCE SUPPLIES	104,801.00	5,866.79	7,592.89	48,819.85	48,388.26	53.83
52200	COMMODITIES	1,008,782.00	62,146.45	42,422.81	494,715.18	471,644.01	53.25
53018	AUDITING ACCTG COSTS	103,500.00	1,975.00	.00	101,150.00	2,350.00	97.73
53020	POSTAGE	16,320.00	27.79	.00	783.95	15,536.05	4.80
53046	LIABILITY CLAIMS	395.00	391.73	.00	391.73	3.27	99.17
53050	MEDICAL SERVICES	1,443,230.00	117,071.09	.00	783,207.39	660,022.61	54.27
53068	FLEET MAINTENANCE EXPENS	578,130.00	48,177.50	.00	337,242.50	240,887.50	58.33
53070	CONSULTANT SERVICES	564,401.00	29,518.50	15,125.00	392,270.35	157,005.65	72.18
53080	ELECTION RELATED COSTS	51,080.00	.00	.00	14,571.17	36,508.83	28.53
53085	RECYCLING HAUL/PROCESS	1,560.00	.00	.00	1,559.55	.45	99.97
53124	PUBLIC DEFENDER SERVICES	913,000.00	78,611.02	.00	564,168.78	348,831.22	61.79
53350	CONTRIBUTIONS & GRANTS	96,500.00	.00	.00	69,820.50	26,679.50	72.35
53360	MICROFILMING/FILM DEVELO	8,200.00	.00	4,200.00	.00	4,000.00	51.22
53599	UTILITIES GAS/ELECTRIC	641,400.00	62,970.05	.00	370,285.06	271,114.94	57.73
53790	COMPUTER EQUIP MAINT	130,390.00	7,755.78	5,780.00	59,263.56	65,346.44	49.88
53999	CONFERENCES & SEMINARS	59,290.00	6,452.32	.00	12,638.34	46,651.66	21.32
54001	CONTRACTUAL SERVICES	6,886,484.00	537,769.42	150,576.07	3,897,992.49	2,837,915.44	58.79
55080	VEHICLES	248,804.00	.00	121,200.00	67,304.00	60,300.00	75.76
61000	TRANSFERS OUT	1,512,735.00	126,061.30	.00	916,823.70	595,911.30	60.61
	TOTAL GENERAL	43,448,402.00	4,083,571.70	6,460,047.06	23,310,220.70	13,678,134.24	68.52

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FUND TYPE-2 SPECIAL REVENUE

2ND SUBT- - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	15,494,060.00	1,261,311.68	.00	8,245,134.59	7,248,925.41	53.21
32129	FOOD LICENSES	545,000.00	16,159.00	.00	541,991.00	3,009.00	99.45
32221	LICENSES/PERMITS	27,500.00	1,313.00	.00	15,916.00	11,584.00	57.88
33110	FEDERAL GRANT	876,000.00	96,858.25	.00	616,177.92	259,822.08	70.34
33350	STATE REVENUE	7,548,720.00	949,383.25	.00	5,466,620.64	2,082,099.36	72.42
33509	INCOME TAX	1,188,525.00	384,475.65	.00	1,651,657.69	-463,132.69	138.97
33525	MOTOR FUEL TAX ALLOTMENT	4,930,000.00	432,762.29	.00	2,851,205.00	2,078,795.00	57.83
33529	STATE REIMBURSEMENT-SALA	2,225,750.00	155,224.55	.00	1,101,179.34	1,124,570.66	49.47
33540	INTERGOVERNMENTAL REVENU	449,600.00	2,385.16	.00	16,679.29	432,920.71	3.71
34110	FEES AND CHARGES	262,100.00	13,803.22	.00	99,373.06	162,726.94	37.91
34194	RENT-BUILDING	10,000.00	.00	.00	11,750.00	-1,750.00	117.50
34220	FLEET MAINTENANCE FEES	600,750.00	49,966.25	.00	350,918.75	249,831.25	58.41
34230	BIRTH AND DEATH FEES	265,000.00	24,407.00	.00	174,587.00	90,413.00	65.88
34260	WASTE DISPOSAL SURCHARGE	200,000.00	17,294.10	.00	110,517.38	89,482.62	55.26
34620	PATIENT INCOME-PUBLIC AI	465,000.00	51,295.20	.00	224,677.93	240,322.07	48.32
34630	PATIENT INCOME-PRIVATE	62,500.00	874.30	.00	7,357.04	55,142.96	11.77
34650	CHARGES FOR SERVICES	4,866,685.00	453,178.85	.00	2,745,431.92	2,121,253.08	56.41
35125	RESTITUTION	.00	.00	.00	270.00	-270.00	.00
35910	INTEREST	282,725.00	-7,180.14	.00	-26,175.43	308,900.43	-9.26
36001	MISCELLANEOUS REVENUES	573,510.00	112,395.92	.00	230,128.31	343,381.69	40.13
42000	TRANSFER IN	1,494,000.00	91,666.70	.00	641,666.90	852,333.10	42.95
	TOTAL SPECIAL REVENUE	42,367,425.00	4,107,574.23	.00	25,077,064.33	17,290,360.67	59.19

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FUND TYPE-2 SPECIAL REVENUE

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/BUD
51030	FULL-TIME EMPLOYEES	9,585,550.00	1,033,980.18	2,271,118.22	5,023,520.47	2,290,911.31	76.10
51032	PERSONAL SERVICES	1,353,140.00	129,270.08	67,598.66	814,630.63	470,910.71	65.20
51240	MEDICAL/HEALTH BENEFITS	2,113,605.00	114,043.85	250,418.77	816,449.33	1,046,736.90	50.48
51500	IMRF\FICA	7,709,310.00	810,781.51	623,620.13	4,272,891.41	2,812,798.46	63.51
52040	FOOD	134,550.00	4,090.93	.00	38,719.80	95,830.20	28.78
52090	MAINTENANCE SUPPLIES	547,285.00	46,252.27	.00	337,736.85	209,548.15	61.71
52100	GAS AND OIL PRODUCTS	561,400.00	44,769.98	.00	283,179.72	278,220.28	50.44
52120	EMERGENCY RELIEF	25,000.00	.00	.00	1,755.54	23,244.46	7.02
52200	COMMODITIES	4,642,360.00	219,025.27	27,654.64	1,334,735.28	3,279,970.08	29.35
53018	AUDITING ACCTG COSTS	1,675.00	.00	.00	1,325.00	350.00	79.10
53020	POSTAGE	24,450.00	128.32	.00	12,217.77	12,232.23	49.97
53040	DEPENDENT CHILD CARE	350,000.00	.00	.00	498.40	349,501.60	.14
53050	MEDICAL SERVICES	471,745.00	28,586.57	110,439.88	232,391.03	128,914.09	72.67
53068	FLEET MAINTENANCE EXPENS	22,620.00	1,788.75	.00	13,676.25	8,943.75	60.46
53070	CONSULTANT SERVICES	392,380.00	25,885.62	25,000.00	100,981.72	266,398.28	32.11
53085	RECYCLING HAUL/PROCESS	74,500.00	4,284.48	.00	14,327.77	60,172.23	19.23
53279	PROGRAM DEVELOP/COORDINA	869,020.00	.00	.00	422,148.98	446,871.02	48.58
53300	AUTO REPAIR/MAINTENANCE	150,950.00	7,653.29	.00	45,675.31	105,274.69	30.26
53320	BRIDGE REPAIR	712,500.00	.00	.00	69,684.52	642,815.48	9.78
53340	HIGHWAY REPAIR	460,550.00	12,951.01	47,650.00	60,683.81	352,216.19	23.52
53350	CONTRIBUTIONS & GRANTS	280,985.00	65,000.00	.00	260,452.00	20,533.00	92.69
53360	MICROFILMING/FILM DEVELO	86,598.00	.00	6,409.75	12,258.15	67,930.10	21.56
53599	UTILITIES GAS/ELECTRIC	237,600.00	20,962.09	.00	118,638.22	118,961.78	49.93
53999	CONFERENCES & SEMINARS	141,150.00	3,972.71	.00	23,243.99	117,906.01	16.47
54001	CONTRACTUAL SERVICES	8,478,817.00	488,092.23	191,635.55	4,361,971.97	3,925,209.48	53.71
55080	VEHICLES	30,000.00	344.62	.00	72,346.34	-42,346.34	241.15
55100	CAPITAL OUTLAY	5,073,380.00	219,180.22	.00	1,816,807.19	3,256,572.81	35.81
57001	DEBT SERVICE PAYMENTS	317,890.00	.00	.00	315,577.51	2,312.49	99.27
61000	TRANSFERS OUT	468,915.00	2,200.00	.00	17,194.95	451,720.05	3.67
	TOTAL SPECIAL REVENUE	45,317,925.00	3,283,243.98	3,621,545.60	20,895,719.91	20,800,659.49	54.10

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FUND TYPE-3 DEBT SERVICE

2ND SUBT- - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	420,045.00	34,216.15	.00	223,669.40	196,375.60	53.25
35910	INTEREST	5,000.00	.00	.00	1,941.27	3,058.73	38.83
36000	MISCELLANEOUS REVENUES	16,230.00	.00	.00	8,115.69	8,114.31	50.00
42000	TRANSFER IN	3,641,675.00	108,957.90	.00	2,483,449.81	1,158,225.19	68.20
TOTAL DEBT SERVICE		4,082,950.00	143,174.05	.00	2,717,176.17	1,365,773.83	66.55

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FUND TYPE-3 DEBT SERVICE

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
54001	CONTRACTUAL SERVICES	4,550.00	550.00	.00	550.00	4,000.00	12.09
57001	DEBT SERVICE PAYMENTS	4,077,950.00	.00	.00	883,800.00	3,194,150.00	21.67
	TOTAL DEBT SERVICE	4,082,500.00	550.00	.00	884,350.00	3,198,150.00	21.66

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FUND TYPE-4 CAPITAL PROJECTS

2ND SUBT- - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
33900 SALES TAXES	4,455,155.00	420,136.20	.00	2,645,572.12	1,809,582.88	59.38
35910 INTEREST	55,320.00	.00	.00	6,650.03	48,669.97	12.02
42000 TRANSFER IN	2,947,150.00	.00	.00	2,197,150.00	750,000.00	74.55
TOTAL CAPITAL PROJECTS	7,457,625.00	420,136.20	.00	4,849,372.15	2,608,252.85	65.03

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FUND TYPE-4 CAPITAL PROJECTS

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
52200	COMMODITIES	20,000.00	.00	.00	.00	20,000.00	.00
53008	CONTINGENCIES	100,000.00	.00	.00	.00	100,000.00	.00
53070	CONSULTANT SERVICES	494,300.00	.00	357,387.50	6,912.50	130,000.00	73.70
54001	CONTRACTUAL SERVICES	885,413.00	.00	62,780.00	69,920.56	752,712.44	14.99
55100	CAPITAL OUTLAY	1,143,680.00	425.62	56,630.00	3,425.62	1,083,624.38	5.25
61000	TRANSFERS OUT	4,430,930.00	74,563.30	.00	2,208,293.01	2,222,636.99	49.84
	TOTAL CAPITAL PROJECTS	7,074,323.00	74,988.92	476,797.50	2,288,551.69	4,308,973.81	39.09

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FUND TYPE-5 INTERNAL SERVICE

2ND SUBT- - - - -	TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
31001	PROPERTY TAXES	1,696,905.00	138,151.68	.00	903,090.95	793,814.05	53.22
33350	STATE REVENUE	90,000.00	.00	.00	64,572.36	25,427.64	71.75
34110	FEES AND CHARGES	4,479,570.00	372,685.00	.00	2,616,145.00	1,863,425.00	58.40
34300	HEALTH FEES-EMPLOYEE	2,320,950.00	140,915.27	.00	1,005,154.62	1,315,795.38	43.31
34310	HEALTH FEES-EMPLOYER	6,189,200.00	349,943.81	.00	2,501,305.09	3,687,894.91	40.41
34650	CHARGES FOR SERVICES	500,000.00	50,204.00	.00	358,319.00	141,681.00	71.66
35910	INTEREST	136,070.00	396.89	.00	6,133.69	129,936.31	4.51
36001	MISCELLANEOUS REVENUES	1,873,680.00	102,773.40	.00	950,433.17	923,246.83	50.73
TOTAL INTERNAL SERVICE		17,286,375.00	1,155,070.05	.00	8,405,153.88	8,881,221.12	48.62

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FUND TYPE-5 INTERNAL SERVICE

2ND SUBTOTAL	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/BUD
51030	FULL-TIME EMPLOYEES	1,600,170.00	186,226.27	401,660.87	883,760.81	314,748.32	80.33
51032	PERSONAL SERVICES	565,050.00	16,851.40	.00	281,071.58	283,978.42	49.74
51240	MEDICAL/HEALTH BENEFITS	275,030.00	14,343.16	33,482.44	133,294.08	108,253.48	60.64
51750	MEDICAL CLAIMS	7,459,000.00	410,475.10	.00	3,354,656.26	4,104,343.74	44.97
51760	PRESCRIPTION DRUGS	1,613,000.00	89,921.04	.00	619,167.28	993,832.72	38.39
51800	UNEMPLOYMENT CLAIMS	55,000.00	43,231.00	.00	43,231.00	11,769.00	78.60
51810	WORKER'S COMP CLAIMS	450,000.00	.00	.00	191,877.55	258,122.45	42.64
52040	FOOD	750.00	.00	.00	237.02	512.98	31.60
52200	COMMODITIES	351,753.00	15,261.42	65,575.52	103,327.58	182,849.90	48.02
53020	POSTAGE	283,000.00	2,505.20	.00	156,562.87	126,437.13	55.32
53046	LIABILITY CLAIMS	422,000.00	.00	.00	222,858.74	199,141.26	52.81
53050	MEDICAL SERVICES	15,000.00	693.00	.00	6,145.00	8,855.00	40.97
53054	EXCESS INSURANCE	1,788,545.00	62,572.47	.00	1,298,305.92	490,239.08	72.59
53070	CONSULTANT SERVICES	363,878.00	15,225.00	131,017.50	127,715.00	105,145.50	71.10
53999	CONFERENCES & SEMINARS	25,000.00	.00	.00	.00	25,000.00	.00
54001	CONTRACTUAL SERVICES	3,439,310.00	192,023.40	162,100.21	2,241,517.47	1,035,692.32	69.89
55100	CAPITAL OUTLAY	337,346.00	.00	137,346.00	.00	200,000.00	40.71
61000	TRANSFERS OUT	2,197,150.00	.00	.00	2,197,150.00	.00	100.00
	TOTAL INTERNAL SERVICE	21,240,982.00	1,049,328.46	931,182.54	11,860,878.16	8,448,921.30	60.22

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FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBT- - - - TITLE - - - - -	BUDGET	PERIOD RECEIPTS	RECEIVABLES	YEAR TO DATE RECEIPTS	AVAILABLE BALANCE	YTD/ BUD
34196 RENT-PARKING	210,000.00	18,522.12	.00	130,864.36	79,135.64	62.32
35910 INTEREST	20,000.00	.00	.00	2,261.90	17,738.10	11.31
TOTAL PEORIA COUNTY PARKING F	230,000.00	18,522.12	.00	133,126.26	96,873.74	57.88
TOTAL REPORT	230,000.00	18,522.12	.00	133,126.26	96,873.74	57.88

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 PAGE BREAKS ON: FUND

FUND-076 PEORIA COUNTY PARKING FAC

2ND SUBTOTAL- - - - TITLE - - - -	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE EXP	AVAILABLE BALANCE	YTD/ BUD
51030 FULL-TIME EMPLOYEES	15,500.00	1,808.29	3,917.85	8,800.17	2,781.98	82.05
51032 PERSONAL SERVICES	30.00	.00	.00	.00	30.00	.00
51240 MEDICAL/HEALTH BENEFITS	875.00	72.54	181.36	507.78	185.86	78.76
52090 MAINTENANCE SUPPLIES	400.00	.00	.00	.00	400.00	.00
52200 COMMODITIES	4,000.00	.00	.00	.00	4,000.00	.00
53070 CONSULTANT SERVICES	85,000.00	8,634.79	.00	54,233.34	30,766.66	63.80
53599 UTILITIES GAS/ELECTRIC	8,500.00	.00	.00	2,680.11	5,819.89	31.53
54001 CONTRACTUAL SERVICES	55,720.00	5,898.72	.00	18,796.31	36,923.69	33.73
56001 BUILDING DEPRECIATION	.00	50,769.33	.00	72,116.31	-72,116.31	.00
TOTAL PEORIA COUNTY PARKING F	170,025.00	67,183.67	4,099.21	157,134.02	8,791.77	94.83
TOTAL REPORT	170,025.00	67,183.67	4,099.21	157,134.02	8,791.77	94.83

Updated List -

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-21-001	201702069	SUR	EDGARDO & MARICELA CUEVAS	18-18-457-014	1,200.00	101.00	0.00	0.00	467.49	134.08	497.43
09-21-002	201701712	REC	CHAD M BERRY	18-08-461-016	1,646.33	101.00	0.00	134.00	539.36	0.00	871.97
09-21-003	201701950	REC	ANGELA CHILDS	18-18-278-027	3,027.00	101.00	0.00	134.00	1,218.95	0.00	1,573.05
09-21-004	201700496	SUR	KENT A BOYER	14-28-227-025	2,126.09	101.00	0.00	0.00	772.26	134.00	1,118.83
09-21-005	201700497	SUR	KENT BOYER	14-28-227-026	2,126.09	101.00	0.00	0.00	772.26	134.00	1,118.83
09-21-006	201701561	SUR	ANNIE MAE WOODS	18-08-185-011	2,717.04	101.00	0.00	0.00	962.84	134.00	1,519.20
09-21-007	201701708	REC	CHAD M BERRY	18-08-461-011	1,144.78	101.00	0.00	134.00	460.31	0.00	449.47
09-21-008	201701713	REC	CHAD M BERRY	18-08-461-017	1,229.83	101.00	0.00	134.00	473.10	0.00	521.73
09-21-009	0821008	SAL	BINAH GABRIELA VIEIRA CORTEZ EL	08-10-478-004	900.00	156.58	0.00	106.00	450.00	0.00	187.42
09-21-010	0821081	SAL	CLEARTHUR HOLLINGSWORTH	14-32-433-027	817.00	180.63	0.00	128.00	450.00	0.00	58.37
09-21-011	0821102	SAL	MINA BISHARA	14-33-408-031	5,200.00	101.00	0.00	134.00	1,283.25	0.00	3,681.75
09-21-012	0821104	SAL	LAMICHAEL JOSEPH	14-33-454-007	1,000.00	184.22	0.00	134.00	450.00	0.00	231.78
09-21-013	0821107	SAL	TWILA WHITE	14-33-478-002	820.00	101.00	0.00	134.00	450.00	0.00	135.00
09-21-014	0821112	SAL	MARIA D. HERRERA	14-34-328-016	830.00	184.61	0.00	134.00	450.00	0.00	61.39
09-21-015	0821114	SAL	MINA BISHARA	14-34-376-009	5,200.00	101.00	0.00	134.00	1,283.25	0.00	3,681.75
09-21-016	0821137	SAL	KORALEE DUNCAN	14-35-156-021	818.00	204.39	0.00	128.00	450.00	0.00	35.61
09-21-017	0821153	SAL	MICHAEL YOUNG	14-35-303-039	4,001.00	101.00	0.00	134.00	983.50	0.00	2,782.50
09-21-018	0821218	SAL	ROBERT LESLIE	18-03-232-016	820.00	101.00	0.00	134.00	450.00	0.00	135.00
09-21-019	0821221	SAL	MICHAEL YOUNG	18-03-254-007	2,001.00	101.00	0.00	134.00	483.50	0.00	1,282.50
09-21-020	0821253	SAL	SHANELL ROBINSON	18-04-231-022	5,125.00	101.00	0.00	134.00	1,264.50	0.00	3,625.50
09-21-021	0821323	SAL	CHARLES E. JOHNSON JR	18-07-480-020	1,010.00	157.21	0.00	128.00	450.00	0.00	274.79
09-21-022	0821395	SAL	ZEPHREY L. ALLEN SR	18-08-330-013	1,000.00	101.00	0.00	134.00	450.00	0.00	315.00
09-21-023	REMOVED			18-08-333-036	0.00	0.00	0.00	0.00	0.00	0.00	0.00
09-21-024	0821442	SAL	MICHELLE D. SANDERS	18-08-407-001	817.00	101.00	0.00	134.00	450.00	0.00	132.00
09-21-025	0821514	SAL	DAYSHONNAH LOVEJOY	18-17-155-014, 015, 016	850.00	150.00	0.00	250.00	450.00	0.00	0.00
09-21-026	0821557	SAL	JOSE LUIS ARRIOLA	18-18-154-019	900.00	184.48	0.00	134.00	450.00	81.00	50.52
09-21-027	0821563	SAL	JORGE MONTOYA	18-18-177-012	3,250.00	101.00	0.00	134.00	795.75	0.00	2,219.25
09-21-028	0821612	SAL	SHANNON SYKES	18-18-354-002	825.00	182.63	0.00	128.00	450.00	0.00	64.37
09-21-029	0821621	SAL	DAYSHONNAH LOVEJOY	18-18-379-019, 020	850.00	211.00	0.00	189.00	450.00	0.00	0.00
09-21-030	0821622	SAL	DAYSHONNAH LOVEJOY	18-18-379-021, 022	850.00	211.00	0.00	189.00	450.00	0.00	0.00
09-21-031	0821633	SAL	JOHN L. KING	18-18-404-025	1,007.00	101.00	0.00	134.00	450.00	0.00	322.00
09-21-032	0821650	SAL	LILIANA SANTOYO	18-18-452-027	817.00	101.00	0.00	134.00	450.00	0.00	132.00

RES#	Account	Type	Account Name	Parcel#	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Misc/ Overpmt	Treasurer
09-21-033	0821688	SAL	DANIEL LEE FINLEY	18-19-201-018	817.00	101.00	0.00	134.00	450.00	0.00	132.00
Totals					\$55,742.16	\$4,127.75	\$0.00	\$3,926.00	\$19,860.32	\$617.08	\$27,211.01

Steven Rieker - Chairperson

Rachel Reliford

Jennifer Groves Allison-Vice Chair

Phillip Salzer

Eden Blair

William Watkins, Jr.

James Fennell

Committee Members

Clerk Fees **\$4,127.75**
 Recorder/Sec of State Fees **\$3,926.00**
 Total to County **\$35,264.76**

Approved 9/27/21 (6-0 votes; Ms. Reliford voted aye via teleconference; Mr. Fennell absent)

AGENDA BRIEFING

COMMITTEE: Executive Committee

LINE ITEM: 001-1-001-7-816-33400

001-1-001-7-816-53071

MEETING DATE: September 28, 2021

AMOUNT: \$ 800,000

ISSUE:

For RESOLUTION: Smart Mobility Grant Funding Appropriation

BACKGROUND/DISCUSSION:

In March of 2021 the Peoria County Board approved \$200,000 in matching funds for the SPR grant Peoria County received. The SPR grant funds support the planning, marketing, operation, and initial equipment purchase for the Distillery Labs Smart City/Mobility Living laboratory in Peoria, IL. This agenda briefing and resolution seeks to appropriate the grant funding received for this project.

The total amount to be appropriated in the General Fund is \$800,000.00 in both revenues and expenditures.

COUNTY BOARD GOALS:



FINANCIAL STABILITY

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

Approved 9/28/21 (13-0 votes) Ms. Pastucha and Ms. Reliford voted aye via teleconference;
Ms. Bryant and Mr. Rand absent

PREPARED BY: Randy Brunner, Chief Financial Officer

DEPARTMENT: Finance

DATE: September 20, 2021

AGENDA BRIEFING

COMMITTEE: Executive **LINE ITEM:**
MEETING DATE: February 23, 2021 **AMOUNT:** \$140,000

ISSUE: Distillery Labs Smart City/Mobility Living Laboratory

BACKGROUND/DISCUSSION:

County staff applied for and was awarded an Illinois Department of Transportation State Research and Planning (SPR) grant of \$800,000. The SPR Grant requires \$200,000 of local matching funds. The SPR grant funds will support the planning, marketing, operation, and initial equipment purchase for the Distillery Labs Smart City/Mobility Living Laboratory in Peoria, IL. The Living Laboratory will be an offering within Distillery Labs, which is a part of the Illinois Innovation Network.

The goal of the Living Laboratory is to create a smart technology network within the public right-of-way. The Living Laboratory would give startups and technology companies the opportunity to beta test products and solutions that will eventually be brought to market. All programs within Distillery Labs are focused on encouraging economic development through entrepreneurship, and this business incubator specifically relates to smart city and smart mobility technologies and services.

A Memorandum of Understanding with the County and Distillery Labs outlines this relationship.

Additional financial support for the local match is being provided by the City of Peoria and CEO Council. The 2021 City of Peoria budget includes \$50,000 of support, and upcoming CEO Council budgets included \$10,000. The remaining \$140,000 of the matching funds would be paid for by Peoria County. This amount has been budgeted for in the 2021 budget.

Hanson Professional Services and its innovation team have supported the County's economic development efforts in this area and has submitted a proposal to provide services for planning, marketing, operation, and smart technology equipment purchases/installations associated with the Distillery Labs Smart City/Mobility Living Laboratory in Peoria, IL.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Agreement with Hanson Professional Services and Memorandum of Understanding with Distillery Labs

COMMITTEE ACTION:

Approved 2/23/21 (15-0 votes) Dr. Blair, Mr. Reneau, Mr. Rosenbohm voted aye via teleconference

PREPARED BY: Scott Sorrel

DEPARTMENT: County Administration

DATE: February 9, 2021

Hanson Professional Services Inc.
PSA Amendment
LEGL0200- 20L0045A
Amendment No. 1

WHEREAS, Peoria County, subsequently referred to as "Client," and Hanson Professional Services Inc., subsequently referred to as "Hanson," have previously entered into a Professional Services Agreement PSA LEGL0200-20L0045A dated June 1, 2020, in connection with Smart Mobility Living Laboratory , subsequently referred to as "Project," and

WHEREAS, the Client has ordered certain additions to the services being provided by Hanson for the Project.

NOW, THEREFORE, this AMENDMENT to the PSA is made this 6th day of November, 2020 to revise the Scope of Services and Cost of Services as provided herein. All other terms and conditions of the Agreement remain unchanged.

The Scope of Services is modified as follows:

- Identify and formalize the organizational structure to manage the Living Laboratory.
- Develop the standard agreements between ROW owners and technology partners that streamline coordination and outline the bill of rights for each user.
- Complete a market study to identify what ACES companies need in a test zone.
- Create an implementation plan for the public infrastructure equipment needs.
- Publish a business plan, funding mechanisms, and a long-term operating budget for the Living Laboratory.
- Outline and execute an outreach program to advertise the Living Laboratory to businesses interested in R&D in a smart mobility network. The strategic outreach program may include travel to recruit technology partners and hiring a marketing subconsultant to develop materials for distribution.
- Manage and distribute data collected by the Living Laboratory.
- Procure the equipment needed for the Living Laboratory.

The Schedule for the Services is modified as follows:

The project will last for three calendar years from notice to proceed.

The work for this Amendment will be completed three years after notice to proceed.

The Cost of Services is modified as follows:

Cost of Services in Agreement	\$	10,000
Total of Previous Amendments	\$	0
Increase this Amendment	\$	700,000
Cost of Services with all Amendments	\$	710,000

Client and Hanson hereby agree to and accept the terms as stated herein.

Hanson Professional Services Inc.

Peoria County

By: 

By: _____

Title: Senior Vice President

Title: _____

Date: November 9, 2020

Date: _____

PEORIA COUNTY / DISTILLERY LABS
MEMORANDUM OF UNDERSTANDING

RECITALS

1. This Memorandum of Understanding (MOU) constitutes an understanding between Peoria County, Illinois (“County”) and Distillery Labs, a _____, [insert U.S. State of formation and type of business entity] both hereinafter designated at times jointly as "Participants" or individually as "Participant", in the implementation of a Central Illinois Smart Mobility Laboratory Framework (“Project”).
2. Recognizing the complementary capabilities of each Participant, this MOU is entered into to establish the Participants' roles and responsibilities during the performance of the Project and to benefit both Participants and to satisfactorily deliver the Project objectives.

BACKGROUND/PURPOSE

1. County applied for and was awarded an Illinois Department of Transportation State Research and Planning (SPR) grant of \$800,000. The SPR Grant requires \$200,000 of local matching funds. The SPR grant funds will support the planning, marketing, operation, and initial equipment purchase for the Distillery Labs’ Smart City/Mobility Living Laboratory in Peoria, Illinois. The Living Laboratory will be an offering within Distillery Labs, which is a part of the Illinois Innovation Network.
2. The goal of the Living Laboratory is to create a smart technology network within the public right-of-way. The Living Laboratory would give technology startups and technology companies the opportunity to beta test products and solutions that will eventually be brought to market. All programs within Distillery Labs are focused on encouraging economic development through entrepreneurship, and this business incubator specifically relates to smart city and smart mobility technologies and services.
3. Additional financial support for the local match is being provided by the City of Peoria and CEO Council. The 2021 City of Peoria budget includes \$50,000 of support, and upcoming CEO Council budgets included \$10,000. The remaining \$140,000 of the matching funds would be paid for by Peoria County.
4. Hanson Professional Services Inc. is under contract with the County and is supporting the County’s economic development efforts in this area and has submitted an amendment to an on-going engagement that would provide services associated with the SPR grant for planning, marketing, operation, and smart technology equipment purchases/installations associated with the Distillery Labs’ Smart City/Mobility Living Laboratory in Peoria, Illinois.

TERMS AND CONDITIONS

1. It is the Participants’ understandings that the SPR grant fund will support the efforts to:
 - Identify and formalize the organizational structure to manage the Living Laboratory
 - Develop the standard agreements between right-of-way owners and technology partners that streamline coordination and outline the bill of rights for each user
 - Complete a market study to identify what ACES (Autonomous, Connected, Electric, and Shared) companies need in a test zone
 - Create an implementation plan for the public infrastructure equipment needs
 - Publish a business plan, funding mechanisms, and a long-term operating budget for the Living Laboratory

- Outline and execute an outreach program to advertise the Living Laboratory to businesses interested in R&D in a smart mobility network. The strategic outreach program may include travel to recruit technology partners and hiring a marketing subconsultant to develop materials for distribution.
 - Manage and distribute data collected by the Living Laboratory
 - Procure the equipment needed for the Living Laboratory
2. Distillery Labs will support the Living Laboratory within its Smart Mobility Vertical. Distillery Labs will be considered for potential ownership of the Living Laboratory for Smart City/Smart Mobility use cases.
 3. Nothing in this MOU shall grant to any Participant the right to make commitments of any kind for the other Participant without prior written consent of the other Participant, nor shall it create a joint venture, partnership or other form of business organization between the Participants of any kind.
 4. This MOU and any proposed Subcontract (and services thereunder) arising out of this MOU shall not be assigned by either of the Participants without the prior written approval of the other Participant, except that the Participants may assign this MOU in whole or in part to its affiliate. No assignment shall discharge the obligations of the assigning Participant.
 5. No news release, including photographs and films, or publications shall be made by a Participant concerning the subject matter of this MOU without the written consent of the other Participant.
 6. In furtherance of the purposes of this MOU, the Participants contemplate that it may be mutually advantageous and/or necessary to exchange proprietary information pertaining to the Project. Both Participants wish to protect such proprietary information from unauthorized use and disclosure and accordingly the Participants hereby agree as follows:
 - A. The Participants shall not disclose to any person or persons outside their respective organizations other than the Government Agencies as hereinafter provided, or to any person or persons within their companies not having a need to know for the purposes of this MOU, any information or data:
 - i. which is submitted in writing and designated by an appropriate stamp, marking or legend thereon to be of proprietary nature; or
 - ii. which is orally designated to the receiving Participant as proprietary, provided that the oral designation is confirmed in writing within five (5) business days of the oral designation; or
 - iii. which is of a financial (i.e., labor rates, indirect rates, etc.), personal or business nature.
 - B. Both Participants shall take appropriate action to provide for the safekeeping of proprietary information in accordance with paragraph (A) above.
 - C. Neither Participant shall be liable for disclosure of any such proprietary information if disclosed by the receiving Participant with the prior written approval of the originating Participant or if disclosed pursuant to Illinois' Freedom of Information Act.
 - D. Neither Participant shall be liable for the inadvertent or accidental disclosure of such proprietary information provided that it has exercised the same degree of care as it normally exercises to preserve its own proprietary data or information.
 - E. The receiving Participant shall return all proprietary information to the disclosing Participant at any time upon written request of the disclosing Participant. The receiving

Participant shall not be obligated to destroy and/or delete any proprietary information contained in its automatic electronic backup systems.

- F. The obligations of the Participants to protect previously exchanged proprietary information in accordance with this MOU shall survive any termination of this MOU for a period of three (3) years from the date of this MOU.
 - G. The obligations of this section do not apply to information which:
 - i. is known to the receiving Participant prior to disclosure by the disclosing Participant, as demonstrated by competent proof;
 - ii. is in the public domain at the time of disclosure or later enters the public domain through no fault of the receiving Participant;
 - iii. is disclosed to the receiving Participant by a third Party under no obligation of confidentiality to the disclosing Participant; or
 - iv. is independently developed by either Participant
 - H. Each Participant acknowledges that an impending or existing violation of any covenants contained in this Section 6 would cause the other Participant irreparable injury for which such Participant would have no adequate remedy at law and agrees that the injured Participant is entitled to seek injunctive relief prohibiting such violation, in addition to all other rights and remedies available to such Participant in contract, at law, in equity, by statute or otherwise. No failure or delay by either Participant in exercising any right, power or privilege hereunder shall operate as a waiver thereof.
- 7. Accounting and Project records of Distillery Labs' services relating to this MOU shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times from the effective date until three (3) years after termination of this MOU.
 - 8. Notwithstanding any other provision of this MOU, and to the fullest extent permitted by law, neither Participant, its respective elected officials, officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this MOU. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either Participant may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.
 - 9. The Participants agree to attempt initially to solve all claims, disputes or controversies arising under, out of or in connection with this MOU by conducting good faith negotiations. If the Participants are unable to settle the matter between themselves, the Participants shall submit all remaining disputes to non-binding mediation.
 - 10. This MOU is the entire understanding between the Participants. It supersedes all prior communications, understandings and agreements, whether written or oral.
 - 11. This MOU shall be governed by and interpreted pursuant to the laws of the State of Illinois.
 - 12. The following key personnel will represent the Participants regarding the performance of professional services and the terms of this MOU:

Peoria County

Distillery Labs

This MOU is at will and may be modified by Participants' mutual consent. Upon signature by their duly authorized representatives, this MOU shall become effective and will remain in effect until modified or terminated by Participants' mutual consent. **In the absence of mutual consent, this MOU shall end on _____, 202__.**

Peoria County, Illinois

Distillery Labs

By _____

By _____

Title _____

Title _____

Date _____

Date _____

VENDOR CONTRACT DETAIL

COUNTY OF PEORIA



[RETURN HOME](#)



[VENDOR SUMMARY](#)



[CONTRACT SEARCH](#)



[PAYMENTS SEARCH](#)



[PAYMENTS ISSUED](#)



[PENDING PAYMENTS](#)



[PAYMENTS NOTIFICATIONS](#)

[Return Back](#)

Contract: 494 200021T0061

Fiscal Year	2022	From Date	07/01/21	To Date	06/30/22
Contract Total	\$800,000.00	Contract Type	J	Class	71
Agency					Obligated Amount
494 - TRANSPORTATION					\$800,000.00
494 - TRANSPORTATION					\$800,000.00

[INTERNSHIPS](#)

[EMPLOYMENT](#)

[PRIVACY POLICY](#)

[IDENTITY PROTECTION POLICY](#)

[COMPTROLLER PPB](#)

[INSPECTOR GENERAL](#)

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IN LOVING MEMORY - JBT

UPDATED 7/21/21 AT 9:49 PM

INTER-GOVERNMENTAL AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
COUNTY OF PEORIA

The Illinois Department of Transportation (Grantor) with its principal office
2300 South Dirksen Parkway, Springfield, IL 62764
and County of Peoria (Grantee) with its principal
324 Main Street, Room 502, Peoria, IL 61602
and payment address (if different than principal office) at Same
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
071436208 is Grantee's correct DUNS Number, that N/A is Grantee's correct
UEI, if applicable, that 376001763 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):

- Individual
Sole Proprietorship
Partnership
Corporation (includes Not for Profit)
Medical Corporation
Governmental Unit
Estate or Trust
Pharmacy-Non Corporate
Pharmacy/Funeral Home/Cemetery Corp.
Tax Exempt
Limited Liability Company (select applicable
tax classification)
P = partnership
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 (check one) shall not exceed or are estimated to be \$800,000.00, of which \$800,000.00 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. If applicable, the Federal Award Identification Number (FAIN) is RZSE(552), the federal awarding agency is Federal Highway Administration, and the federal award date is 07/01/20. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is Highway Planning and Construction and the Number is 20.205. The Catalog of State Financial Assistance (CSFA) Number is 494-00-1439. The State Award Identification Number is 1439-23678.

1.4 Term. This Agreement shall be effective 10/01/2020 and shall expire on 09/30/2022 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects 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, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

County of Peoria

By: _____
Signature of Holly Bieneman, Director OPP

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Scott Sorrel

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: County Administrator
Email: ssorrel@peoriacounty.org

By: _____
Signature of Phil Kaufmann, Chief Counsel

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: _____
Email: _____

By: _____
Signature of Joanne Woodworth, Acting Chief Financial Officer

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

**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 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 Revenue 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 \$25,000. 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 shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable; (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 Part 7000.

"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 Part 7000.

"Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Budget" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"Consolidated Year-End Financial Report" 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 Part 7000.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the state of Illinois.

"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 Part 7000.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"GATU" means the Grant Accountability and Transparency Unit of GOMB.

"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 Part 7000.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"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 44 Ill. Admin. Code Part 7000.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"OMB" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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.

"Program Income" has the same meaning as in 44 Ill. Admin. Code Part 7000.

"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 Part 7000.

"Unique Entity Identifier" or "UEI" means the unique identifier assigned to the Grantee 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 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. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. 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.

4.3 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 Part 7000.

4.4 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.

4.5 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.

4.6 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 Part 200.305(b)(8).

4.7 **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.

4.8 **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 Line Item Transfers.** Unless prohibited from doing so in 2 CFR 200.308 or 44 Ill Admin. Code 700.370(b), transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4 **Non-discretionary Line Item Transfers.** Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5 **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).

(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 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 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 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.

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 Job 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 II 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 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.

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 200.333, unless a different retention period is specified in 2 CFR 200.333 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 200.336 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 200.336, 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 200.328 and 200.331. 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 200.207. 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 207(b)(3) and 200.327. 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 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 200.343; 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 200.344.

13.4 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.

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 200.207, 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 200.328 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 200.328. 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 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including 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 if required; 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

(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 **PARTH THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit, namely:

- (i) From Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the end of the Grantee's fiscal year or (b) 30 calendar days following completion of the audit; or
- (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the end of Grantee's fiscal year.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must included an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports 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 the 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 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4 **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 200.339(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) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; 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 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 200.207. 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 200.338. 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, 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 200.341; 44 Ill. Admin. Code §§ 7000.80, 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 200.342.

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 200.339(c).

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.

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. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 **Liability as Guaranty.** Grantee shall be liable as guarantor for any Grant Funds it lawfully 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 200.344; 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 ORGANIZATION**

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 200.112 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 the 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.

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) 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 final indirect cost rate adjustments, including 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**

CSFA Number	NOSA/SAIN Number	GATA Registration Number
494-00-1439	1439-23678	671683

The Central Illinois Smart Mobility Laboratory will serve as a testing hub for ACES (Autonomous, Connected, Electric, and Shared) transportation solutions. The goal of the Smart Mobility Laboratory is to create a smart technology network within the public right-of-way that will allow technology companies the opportunity to beta test products and solutions that will eventually be brought to market.

Impact from ACES solutions will be generated from leveraging a combination of technologies. But right now, mobility products are at all different stages of development and in need of a testing environment. The goal is to build tools into the public infrastructure that create a mobility workshop for inventors to create new companies and currently unimagined jobs.

To align with the statewide DCEO initiative, the Smart Mobility Laboratory will involve such focus areas as the movement of people, agriculture and goods, and specific applications for agricultural, construction and logistics. As the plan develops, increasing the footprint beyond the Peoria region will be explored based on market needs. The cities within central Illinois are well connected, and the Smart Mobility Laboratory should explore the transition from Urban to Suburban to Rural. Some ACES technologies have the potential to have the biggest impact in rural settings.

In exchange for access to the Smart Mobility Laboratory, the companies will provide the ecosystem host and sponsors with access to data and support of the ecosystem. The goal is that the Smart Mobility Laboratory will provide necessary data for research on transportation technologies, improve the transportation options to residents, and create technology jobs in Central Illinois.

The SPR grant funds will be used to support the ongoing effort of Hanson Professional Services to:

- Identify and formalize the organizational structure to manage the Smart Mobility Laboratory,
- Develop the standard agreements between ROW owners and technology partners that streamline coordination and outline the bill of rights for each user,
- Complete a market study to identify what ACES companies need in a test zone,
- Create an implementation plan for the public infrastructure equipment needs ,
- Publish a business plan, funding mechanisms, and a long-term operating budget for the Smart Mobility Laboratory,
- Outline and execute an outreach program to advertise the Smart Mobility Laboratory to businesses interested in R&D in a smart mobility network (The strategic outreach program may include travel to recruit technology partners and hiring a marketing subconsultant to develop materials for distribution),
- Manage and distribute data collected by the Smart Mobility Laboratory, and
- Procure the equipment needed for the Smart Mobility Laboratory.

Since the Smart Mobility Lab is in the beginning stages, the exact extent of the study cannot be defined yet. The final deliverable will meet the intentions of the scope as efficiently as possible and then remaining grant money will be used to procure equipment identified in the implementation plan.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

Deliverables:

The deliverables to be submitted to IDOT will include:

The deliverable will be a framework that addresses the main items in the scope including: the finalized organization structure, standard agreements, the market study, the implementation plan, the operating plan including funding and budgets, the outreach program and results, and a plan for use of data collected from the Smart Mobility Lab. Funds will also be used to purchase equipment as determined by the implementation plan

Deliverables should be mailed to:

Illinois Department of Transportation
Bureau of Planning
Attention: Shawn Wilcockson
2300 S. Dirksen Parkway
Room 311
Springfield, IL 62764
Email: Shawn.Wilcockson@illinois.gov

**EXHIBIT C
PAYMENT**

Grantee shall receive \$800,000.00 under this agreement.

Enter specific terms of agreement here:

Federal Funds: \$800,000.00

Grantee Local match: \$200,000.00

This agreement is for the term period of 10/01/2020 - 09/30/2022 and the Grantee shall receive a total of \$800,000.00 under this agreement. IDOT will be obligating the full federal grant amount of \$800,000.00 in SFY 21.

Total invoices submitted to IDOT for reimbursement cannot exceed the total federal grant amount of \$800,000.00 during the period of performance of 10/01/2020 - 09/30/2022.

Total invoices submitted to IDOT for reimbursement cannot exceed the total Agreement amount \$800,000.00, nor shall invoices include dates of service outside the terms of this Agreement unless a fully executed Amendment extends the terms of this Agreement or increases the total Award of this Agreement.

I. Invoices. Part One

Invoices submitted by the Grantee will be for expenses that have been incurred to complete the Scope of Services/Responsibilities in Exhibit A, Project Description. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for work completed, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the Deliverables or Milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee must submit invoices for allowable expenditures to the Grantor's Finance Unit in order to receive reimbursement.

- a. Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor's Finance Unit at:

Illinois Department of Transportation
Office of Planning and Programming
Attn: Finance Unit
2300 S. Dirksen Parkway, Room 318
Springfield, IL 62764
Email: DOT.OPP.Finance@illinois.gov

II. All invoices shall be signed by an authorized representative of the Grantee.

- a. The invoice must include:
 - i. Indication of total amount of federal and matching funds expended.
 - ii. Cover letter to the C-13
 - 1. States the obligation number, contract name, source of funds being requested (typically SPR(FHWA), but can be PL(FHWA), FTA(FHWA), state funds and CMAQ(FHWA).
 - iii. Requests for reimbursement must be requested on form C-13
 - 1. Include the following
 - (a) Obligation Number
 - (b) Date range of work completed (i.e. 1/1 - 1/31)
 - (c) Short description of work completed
 - iv. Back up documentation which may include payroll and expenditures must be submitted with each invoice.
 - v. Certification by the Grantee's finance officer of accurate expenses.
 - vi. Expenditure and Progress Report:
 - 1. Percentage of work complete and amount requested per line item for invoice period.

2. Identification of expenditures by work task.

3. Progress reports are required under 23 CFR 420 .117. State and federal regulations require:

- a. Quarterly reports shall be submitted to the Grantor contact 30 days after end of the reporting period
- b. Final reports shall be submitted to the Grantor contact 60 days after the end of the reporting period.
- vii. At the end of the SFY, a Year-End Report should include a summary of work completed and list all deliverables that were completed.

III. IDOT Project Manager Review and Approval

- a. Upon submittal of an invoice, the IDOT Project Manager reviews and checks:
 - i. Mathematical accuracy.
 - ii. That requested reimbursement is consistent with items included in the approved scope.
 - iii. That total amount invoiced is proportional to total amount budgeted.
 - iv. Expenditures for each line item is less than or equal to the budgeted amount.
 - v. Completion of the work being invoiced.
- b. Failure to provide a complete invoice may delay or prevent reimbursement. If there are problems with the invoice, the IDOT Project Manager will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected invoice by the Grantee.
- c. The IDOT Project Manager will review and approve or reject the invoice within seven days of the Grantee's submittal. If rejected, the invoice is not sent to the Comptroller until it is revised and approved by the IDOT Project Manager.

IV. Grantor Finance Unit Approval

- a. Once approved, the Finance Unit submit invoices to the Bureau of Business Services, Accounting Unit, which documents the transaction and forwards it to the Comptroller.

V. Send Payment

- a. Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Local Public Agency (LPA).
- b. If approved by the IDOT Project Manager, payment is generally made within 15 days of receiving a complete invoice.

**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: Shawn Wilcockson
Title: Policy and Innovation Analyst
Address: 2300 South Dirksen Parkway, Room 311, Springfield, IL 62764
Phone: 217-557-1762
TTY#: N/A
Fax#: N/A
Email Address: Shawn.Wilcockson@illinois.gov

GRANTEE CONTACT

Name: Scott Sorrel
Title: County Administrator
Address: 324 Main Street, Room 502, Peoria, IL 61602
Phone: 309-672-6056
TTY#: N/A
Fax#: N/A
Email Address: ssorrel@peoriacounty.org

Additional Information:

None Identified

**EXHIBIT E
PERFORMANCE MEASURES**

For the sake of this Agreement, Performance Measures will be based on the Performance Standards contained in Exhibit F as well as Grantee's submittal and will be used to assess the Grantee's adherence to the requirements enumerated in this Agreement.

The Grantee shall:

- 1.) Submit accurate and timely invoices at minimum at minimum quarterly.
- 2.) Promptly respond to inquiries by Grantor.
- 3.) Completing of the BOBs 2832 form quarterly and final.
- 4.) Provide a copy of the final products within 60 calendar days of the conclusion of this Agreement.
- 5.) Public accessible documentation of technical and policy committee meetings material.

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EXHIBIT F
PERFORMANCE STANDARDS

For the sake of this Agreement, Performance Standards have been established by the Department to ensure the Grantee has adequate systems in place in meet the requirements contained in this Agreement.

The Grantee shall:

- 1.) Have adequate financial systems in place to meet the requirements of this Agreement, this includes:
 - a.) written policies and procedures to guide program delivery
 - b.) internal controls
 - c.) has the financial match, if required
 - d.) has or will have all required audits completed and submitted in a timely manner
- 2.) Have adequate staff or has the capability to procure contractors and/or consultants to complete the deliverables enumerated in this Agreement.
- 3.) Has resolved or what is working to resolve and close audit and/or programmatic findings, delays in delivery or prior year Agreements, issues of non-compliance and any Project Manager identified issues.

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EXHIBIT G
SPECIFIC CONDITIONS

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

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Fiscal and Administrative:

I. Financial and Regulatory Reporting (2 CFR 200.327):

Conditions:

Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

II. Audit (2 CFR 200.500):

Conditions:

Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

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:

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. **Personal Conflict of Interest** - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. **Organizational Conflict of Interest** - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 403(11), (currently set at \$100,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$100,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$3,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the 10/01/2020 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 12/31 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

The Grantee must submit the following other required reports: Please specify

In addition to the aforementioned reporting requirements, Grantee shall submit the following reports:

[Here is where the Grantor lists required reports.]

Renewal. This Agreement may not be renewed.

FEDERALLY FUNDED AGREEMENTS

Standard Assurances. The Grantee assures that it will comply with all applicable federal statutes, regulations, executive orders, U.S. DOT regulations, and other federal requirements in carrying out any project supported by federal funds. The Grantee recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent federal requirements will apply to the project as authorized by 49 U.S.C. Chapter 53, Title 23, United States Code (Highways), the Moving Ahead for Progress in the 21st Century Act (MAP-21), the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Fast Act, 23 USC 134, or other Federal laws.

Nondiscrimination Assurance. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Grantee assures that it will comply with all requirements of 49 CFR Part 21, and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Grantee receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Grantee retains ownership or possession of the project property, whichever is longer, the Grantee assures that:

1. Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
 2. It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT. Upon request by U.S. DOT, the Grantee assures that it will submit the required information pertaining to its compliance with these requirements.
 3. It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
 4. Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
 5. The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 6. It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT may request.
- Control of Property.** The Grantee certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of 2 CFR Part 200, and all other applicable Federal requirements.

Cost Principles. The cost principles of this Agreement are governed by the cost principles found in 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments", and all costs included in this Agreement are allowable under 2 CFR Part 200, "Cost Principles for State, local or Indian tribal governments". Additionally, 2 CFR Part 200 establishes principles and standards for determining costs for Federal awards carried out through grants and other agreements with

state and local governments, and should be reviewed for further guidance on cost principles.

Debarment. The Grantee shall comply with Debarment provisions as contained in 2 CFR Part 1200, as amended. The Grantee certifies that to the best of its knowledge and belief, the Grantee and the Grantee's principals: a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; b) within a three-year period preceding this Agreement have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection (b), above; and d) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of the Grantee to certify to the certification in this section will not necessarily result in denial of participation in this Agreement. The Grantee shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Grantor determined whether to enter into this transaction. If it is later determined that the Grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause. The Grantee shall provide immediate written notice to the Grantor if at any time the Grantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Part shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Grantee agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Grantor. The Grantee agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Grantor, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Grantee may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless the Grantee knows the certification is erroneous. The Grantee may decide the method and frequency by which it determines the eligibility of its principals. The Grantee may, but is not required to, check the Non-procurement List. If the Grantee knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Grantor may terminate this Agreement for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of the Grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Drug Free Workplace. The Grantee certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C. 702 as amended, and 49 CFR 32.

Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the Grantee assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Grantee assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The Grantee DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Agreement for any Federal assistance awarded by FHWA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Grantee, and failure to carry out its terms shall be treated as a violation of the Agreement. Upon notification by the Federal

Government or the Grantor to the Grantee of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

Assurance of Nondiscrimination on the Basis of Disability. As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Grantee assures that, as a condition to the approval or extension of any Federal assistance awarded by FHWA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FHWA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FHWA or any entity within U.S. DOT. The Grantee assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, et seq., and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 et seq., and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal departments or agencies.

Procurement Compliance Certification. The Grantee certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and requirements, as amended and revised. The Grantee certifies that it will include in its contracts financed in whole or in part with U.S. DOT or FHWA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with U.S. DOT or FHWA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

Intelligent Transportation Systems Program. As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

1. Grantee assures it will comply with 23 U.S.C. 517(d), as amended by the Moving Ahead for Progress in the 21st Century Act (MAP-21) and other federal requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program.
2. With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or 23 U.S.C. 517(d), the Grantee assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

Davis-Bacon Act. To the extent applicable, the Grantee will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 et seq., the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., regarding labor standards for federally assisted subagreements.

Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF 424B and SF 424D).

As required by OMB, the Grantee certifies that it:

1. Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project.
2. Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

4. Will initiate and complete the work within the applicable project time periods;
5. Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:
- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
 - Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
 - Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
 - The Drug Abuse, Prevention, Treatment and Rehabilitation Act, Public Law 92-255, and amendments thereto, 21 U.S.C. 1101 et seq. relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Public Law 91 616, and amendments thereto, 42 U.S.C. 4541 et seq. relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2 related to confidentiality of alcohol and drug abuse patient records;
 - Title VIII of the Civil Rights Act, 42 U.S.C. 3601 et seq., relating to nondiscrimination in the sale, rental, or financing of housing;
 - Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of SAFETEA-LU, and 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in transportation-related programs; and
 - Any other nondiscrimination statute(s) that may apply to the project.
6. Will comply with all federal environmental standards applicable to the project, including but not limited to:
- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - Notification of violating facilities pursuant to Executive Order 11738;
 - Protection of wetlands pursuant to Executive Order 11990;
 - Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 et seq.;
 - Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 et seq.;
 - Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 et seq., which relates to protecting components or potential components of the national wild scenic rivers system; and
 - Environmental impact and related procedures pursuant to 23 C.F.R. Part 771.
7. Will comply with all other federal statutes applicable to the project, including but not limited to:
- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - Executive Order 11593, which relates to identification and protection of historic properties;
 - The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.;
 - The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 et seq., which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
 - The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 et seq., which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;

- The Single Audit Act Amendments of 1996 and 2 CFR Part 200, "Audits of States, Local Governments, and Non-Profit Organizations"; and
- Use of parks, recreation areas, wildlife and waterfowl refuges, and historic sites pursuant to 23 C.F.R. Part 774 (Section 4(f) requirements).

Energy Conservation. To the extent applicable, the Grantee and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

Eligibility For Employment In The United States. The Grantee shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Grantee to verify that persons employed by the Grantee are eligible to work in the United States.

Buy America. As set forth in 49 U.S.C 5323(j) and 49 C.F.R. Part 661, only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of satisfactory quality; or that inclusion of domestic materials will increase the cost of overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Changed Conditions Affecting Performance. The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

Third Party Disputes Or Breaches. The Grantee agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FHWA or U.S. DOT and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FHWA or U.S. DOT and the Grantor of any current or prospective major dispute pertaining to a third party contract. If the Grantee seeks to name the Grantor as a party to the litigation, the Grantee agrees to inform both FHWA or U.S. DOT and the Grantor before doing so. The Grantor retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Grantor, the Grantee will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive U.S. DOT's, FHWA's or the Grantor's immunity to suit.

Fly America. Grantee will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B- 138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

Preference for Recycled Products. To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Agreement pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962.

Cargo Preference - Use of United States Flag Vessels. The Grantee agrees to comply with 46 U.S.C. § 55305 and 46 CFR Part 381 and to insert the substance of those regulations in all applicable subcontracts issued pursuant to this Agreement, to the extent those regulations apply to this Agreement.

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:

None Identified



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1439-23678

State Agency: Illinois Department of Transportation
 Organization Name: Peoria County
 Data Universal Number-System-(DUNS) Number (enter numbers only): 074436298
 Notice of Funding Opportunity (NOFO) Number: 1439-1327
 Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 CSFA Short Description: Statewide Planning & Research / State Planning Funds
 Section A: **State of Illinois Funds** Fiscal Year: 21

REVENUES		Total Revenue
State of Illinois Grant Requested		\$ 800,000.00
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200,430	\$
2. Fringe Benefits	200,431	\$
3. Travel	200,474	\$
4. Equipment	200,439	\$
5. Supplies	200,94	\$
6. Contractual Services and Subawards	200,318 & 200,92	\$
7. Consultant (Professional Service)	200,459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200,465	\$
10. Research and Development (R&D)	200,87	\$
11. Telecommunications		\$
12. Training and Education	200,472	\$
13. Direct Administrative Costs	200,413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200,413	\$
17. Total Indirect Costs	200,414	\$
Rate %:		
Base:		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 800,000.00

Instructions found at end of document



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Peoria County

NOFO Number: 1439-1327

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

- 1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).
 - 2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate Information in area designated below.)**
 - 2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**
 - 3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**
 - 4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
 - is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
 - complies with other statutory policies.
 The Restricted Indirect Cost Rate is: _____ %
 - 5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base is: _____



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Peoria County

NOFO Number: 1439-1327

Section B: Non-State of Illinois Funds

Fiscal Year: 21

REVENUES		Total Revenue	
Grantee Match Requirement %:	20	(Agency to Populate)	
b) Cash			\$ 200,000.00
c) Non-Cash			\$
d) other Funding and Contributions			\$
Total Non-State Funds (lined b through d)			\$ 200,000.00
Budget Expenditure Categories		OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salaries and Wages)		200,430	\$
2. Fringe Benefits		200,431	\$
3. Travel		200,474	\$
4. Equipment		200,439	\$ 60,000.00
5. Supplies		200,94	\$
6. Contractual Services and Subawards		200,318 & 200,92	\$
7. Consultant (Professional Services)		200,459	\$ 140,000.00
8. Construction			\$
9. Occupancy (Rent and Utilities)		200,465	\$
10. Research and Development (R&D)		200,87	\$
11. Telecommunications			\$
12. Training and Education		200,472	\$
13. Direct Administrative Costs		200,413 (c)	\$
14. Miscellaneous Costs			\$
15. A. Grant Exclusive Line Item(s)			\$
15. B. Grant Exclusive Line Item(s)			\$
16. Total Direct Costs (add lines 1-15)		200,413	\$ 200,000.00
17. Total Indirect Costs		200,414	\$
Rate %:			
Base:			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE			\$ 200,000.00



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Peoria County NOFO Number: 1439-1327
 Data Universal Number System (DUNS) Number (enter numbers only) : 071436208 Fiscal Year: 21
 Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 CSFA Short Description: Statewide Planning & Research / State Planning Funds

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

Peoria County
 Institution/Organization Name:

Peoria County
 Institution/Organization Name:

Chief Financial Officer
 Title (Chief Financial Officer or equivalent):

County Administrator
 Title (Executive Director or equivalent):

Randy Brunner
 Printed Name (Chief Financial Officer or equivalent):

Scott Sorrel
 Printed Name (Executive Director or equivalent):

Randy Brunner
 Digitally signed by Randy Brunner
 Date: 2020.03.13 14:10:58 -05'00'

Scott A. Sorrel
 Digitally signed by Scott A. Sorrel
 Date: 2020.03.13 14:02:30 -05'00'

Signature (Chief Financial Officer or equivalent):
 03/12/2020

Signature (Executive Director or equivalent):
 03/12/2020

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely. 4-digit extension if applicable:

Sub-recipient DUNS: 071436208 Sub-recipient Parent Company DUNS:

Sub-recipient Name: Peoria, County of

Sub-recipient DBA Name: Peoria County

Sub-recipient Street Address: 324 Main Street, Room 502

City: Peoria State: IL Zip-Code: 61602-2302 Congressional District: 17th

Sub-recipient Principal Place of Performance:

City: State: Zip-Code: Congressional District:

Contract Number (if known): Award Amount: Project Period: From: To:

10/01/2020 09/30/2022

State of Illinois Awarding Agency and Project Detail Description:

Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.

Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?

Yes If Yes, must answer Q2 below. No If No, you are not required to provide data.

Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?

Yes No If No, you must provide the data. Please fill out the rest of this form.

Please provide names and total compensation of the top five officials:

Name: State's Attorney, First Assistant	Amount: \$217,634.00
Name: County Administrator	Amount: \$214,392.00
Name: Chief Information Officer	Amount: \$197,157.00
Name: State's Attorney	Amount: \$182,364.00
Name: Public Defender	Amount: \$180,114.00

GOMBGATU-3002-R-02-17)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Personnel (Salaries and 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	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
State Total							
				%			Add Delete
NON-State Total							
				%			Add Delete
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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 fringe benefit rate used 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(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows		
					Add	Delete	
			%			Add	Delete
State Total							
			%			Add	Delete
Non-State Total							
Total Fringe Benefits							

Fringe Benefits Narrative (State):

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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 consultant 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.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
NON-State Total							
Total Travel							

Travel Narrative (State):

Travel Narrative (Non-State): (i.e. "Match" of "Other Funding)



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
Communication Technology v2x	24	\$10,000.00	\$240,000.00	Add
				Delete
State Total			\$240,000.00	
Communication Technology v2x	6	\$10,000.00	\$60,000.00	Add
				Delete
Non-State Total			\$60,000.00	
Total Equipment			\$300,000.00	

Equipment Narrative (State):

Low bid through the County procurement methods to purchase DSRC radios and other necessary associated equipment.

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")

Low bid through the County procurement methods to purchase DSRC radios and other necessary associated equipment.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add
				Delete
State Total				
Non-State Total				
Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). **NOTE :** 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 sub-recipient for the sub-recipient 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 supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
		Add
		Delete
State Total		Add
		Delete
Non-State Total		
Total Contractual Services		

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-4hour day), and estimated time on the project.
Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row	
Hanson Professional Services Inc.	Per the grant scope of work	\$200.00	Per Hour	2740	\$548,000.00	Add Delete	
				State Total	\$548,000.00		
Hanson Professional Services Inc.	Per the grant scope of work	\$200.00	Per Hour	685	\$137,000.00	Add Delete	
				NON-State Total	\$137,000.00		
Total Consultant Services (Fees)					\$685,000.00		
Consultant Services Narrative (State): Applicant's formal, written Procurement Policy Consultant Services Narrative (Non-State): Applicant's formal, written Procurement Policy							
Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
Travel Expenses (travel, meals, lodging, etc.)	Various	\$50.00	Per trip	1	240	\$12,000.00	Add Delete
				State Total		\$12,000.00	
Travel Expenses Travel Expenses (travel, meals, lodging, etc.)	Various	\$50.00	Per Trip	1	60	\$3,000.00	Add Delete
				NON-State Total		\$3,000.00	
Total Consultant Expenses						\$15,000.00	

Consultant Expenses Narrative (State):
 Applicant's formal, written Procurement Policy
 Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")
 Applicant's formal, written Procurement Policy



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows	
			Add	Delete
	State Total		Add	Delete
	Non-State Total		Add	Delete
	Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
State Total						Add
NON-State Total						Delete
Total Occupancy - Rent and Utilities						Add
Occupancy - Rent and Utilities Narrative (State):						
Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows	
			Add	Delete
			Add	Delete
	State Total		Add	Delete
	Non-State Total			
	Total Research and Development			
Research and Development Narrative (State):				
Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")				



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row	
						Add	Delete
State Total							
NON-State Total							
Total Telecommunications							
Telecommunications Narrative (State):							
Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add
						Delete
State Total						
NON-State Total						Add
NON-State Total						Delete
Total Training and Education						
Training and Education Narrative (State):						
Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
State Total							
NON-State Total							
Total Direct Administrative Costs							
Direct Administrative Costs Narrative (State):							
Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
State Total						Add
NON-State Total						Delete
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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	Base	Rate	Indirect Cost	Add/Delete Rows
			\$0.00	Add Delete
State Total			\$0.00	
Non-State Total			\$0.00	Add Delete
Total Indirect Costs			\$0.00	
Indirect Costs Narrative (State):				
Indirect Costs Narrative (Non-State):				



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Budget Narrative 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. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel			
2. Fringe Benefits			
3. Travel			
4. Equipment	\$240,000.00	\$60,000.00	\$300,000.00
5. Supplies			
6. Contractual Services			
7. Consultant (Professional Services)	\$560,000.00	\$140,000.00	\$700,000.00
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education			
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	\$0.00	0.00	\$0.00
	State Request		
	\$800,000.00		
		Non-State Amount	
		\$200,000.00	
TOTAL PROJECT COSTS			\$1,000,000.00



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: Peoria County

Data Universal Number System (DUNS) Number (enter numbers only) : 071436208

Notice of Funding Opportunity (NOFO) Number: 1439-1327

Catalog of State Financial Assistance (CSFA) Number: 494-00-1439 CSFA Short Description: Statewide Planning & Research / State Planning Funds Fiscal

Year(s):

Initial Budget Request Amount:

Prior Written Approval for Expense Line Item:

Statutory Limits or Restrictions:

Checklist:

Final Budget Amount Approved:

Program Approval Name

Program Approval Signature

Date

Dianne Seck

Seck

9/14/2020

Fiscal & Administrative Approval Name

Fiscal & Administrative Approval Signature

Date

Budget Revision Approved:

Program Approval Name

Program Approval Signature

Date

Fiscal & Administrative Approval Signature

Fiscal & Administrative Approval Signature

Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Executive Committee does hereby recommend passage of the following resolution:

RE: Smart Mobility Grant Funding Appropriation

RESOLUTION

WHEREAS, Peoria County has received \$800,000 in grant funding from the Illinois Department of Transportation for the planning, marketing, operation, and initial equipment purchase for the Distillery Labs Smart City/Mobility Living laboratory in Peoria, IL; and

WHEREAS, funding for this grant was not appropriated at the time the matching funds for the grant were approved by the Board in March of 2021; and

WHEREAS, the County Board financial policies require that these funds be appropriated before spending against the grant can occur; and

NOW THEREFORE BE IT RESOLVED, the County Board of Peoria County appropriate \$800,000.00 to revenue account number 001-1-001-7-816-33400; and \$800,000.00 to expenditure line item 001-1-001-7-816-53071 for the grant revenues and expenditures associated with this project.

EXECUTIVE SUBCOMMITTEE

AGENDA BRIEFING

COMMITTEE: Your Public Safety and Justice Committee/
Your Finance Audit and Legislative Affairs Committee

LINE ITEM: see below

MEETING DATE: September 28, 2021

AMOUNT: \$500,00.00

ISSUE:

Additional Appropriation to County Sheriff's 2021 budget to cover cost of the Collective Bargaining Agreement (CBA) between Peoria County and the Fraternal Order of Police Labor Council (FOP-Corrections unit).

BACKGROUND/DISCUSSION:

The FOP-Corrections agreement on a new contract was ratified by the union on September 7, 2021 and approved by the County Board on September 9, 2021. As part of the agreement there is a market adjustment in the first year to address issues related to recruitment and retention. In addition, the Sheriff has implemented a longevity bonus plan that was approved by the County Operations Committee on July 8, 2021. The union also agreed to the health plan changes effective as part of the contract agreement and the Sheriff's Office is proposing as part of this appropriation request a transfer to the Employee Health Fund to cover the Fund's cost of the insurance increase in 2021. Line items and amounts of the appropriation request are below:

Expenditures:

001-1-012-3-331-51080	\$160,000.00
001-1-012-3-331-51192	\$270,000.00
001-0-012-3-331-61081	<u>\$70,000.00</u>
Total expenditures	\$500,000.00

Revenues:

081-5-081-7-730-42001	\$70,000.00
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COUNTY BOARD GOALS:



Workforce Development

STAFF RECOMMENDATION:

Approve the additional appropriation based on the agreement reached with the FOP-Corrections unit.

COMMITTEE ACTION:

Approved by Public Safety and Justice Committee 9/28/21 (6-0 votes)

Mr. Elsasser absent for vote; Ms. Bryant absent

Approved by Finance, Audit, and Legislative Affairs Committee 9/28/21 (13-0 votes)

Ms. Pastucha and Ms. Reliford voted aye via teleconference; Ms. Bryant and Mr. Rand absent

PREPARED BY: Randy Brunner, PCSO Finance Director

DEPARTMENT: County Sheriff

DATE: September 15, 2021

TO THE HONORABLE COUNTY BOARD)

COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee/Your Finance Audit and Legislative Affairs Committee does hereby recommend passage of the following Resolution:

RE: Appropriation of Funds for County Sheriff to Cover Cost of the Collective Bargaining Agreement (CBA) between Peoria County and the Fraternal Order of Police Labor Council (FOP-Corrections Unit)

RESOLUTION

WHEREAS, the County Sheriff FY 2021 budget appropriation did not include the costs of settling the Collective Bargaining Agreement (CBA) between Peoria County and the Fraternal Order of Police Labor Council (FOP-Corrections Unit) which expired December 31, 2020; and

WHEREAS, the Collective Bargaining Agreement (CBA) between Peoria County and the Fraternal Order of Police Labor Council (FOP-Corrections Unit) was settled and approved by the County Board on September 8, 2021; and

WHEREAS, the County Sheriff's departmental budget has insufficient funds in FY 2021 to cover the funding for market adjustments to wages to address issues related to recruitment and retention related to the settlement of the CBA, and the Sheriff's Office is requesting an appropriation of funds into the County Sheriff FY 2021 departmental budget to cover these costs; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that One Hundred Sixty Thousand dollars (\$160,000.00) be appropriated to expenditure line item 001-1-012-331-51080; that Two Hundred Seventy Thousand Dollars (\$270,000.00) be appropriated into expenditure line item 001-1-012-3-331-51192; that Seventy Thousand Dollars (\$70,000.00) be appropriated into expenditure line item 001-1-012-3-331-61081; and that Seventy Thousand Dollars (\$70,000.00) be appropriated into revenue line item 081-5-081-7-730-42001.

RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee/ Finance Audit and Legislative Affairs Committee

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: September 28, 2021

LINE ITEM: #001-1-008-1-118-51031

ISSUE: Approval of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

BACKGROUND/DISCUSSION:

The statute prohibiting an annual cost of living (COLA) increase for State's Attorneys was not extended for FY20. (25 ILCS 120/6.6). There were no changes made to the statute again this year, therefore, the State's Attorneys will be allowed to receive the COLA increase absent the statute that does not explicitly prohibit it. The COLA percentage increase this year, effective July 1, 2021, is 2.5%.

In accordance with the Counties Code (55 ILCS 5/3-4007), full-time public defenders' salaries must be at least 90% of the State's attorney's annual compensation. Therefore, in compliance with said Counties Code, the Courts are requesting the annual salary of the Public Defender be increased to **\$165,090.76**, which is equivalent to 90% of the State's Attorney's salary.

No budget amendment is necessary to increase the personnel line item. In addition, pursuant to 55 ILCS 5/3-4007, the State of Illinois reimburses the county 66 2/3 percent of the salary paid to the Public Defender.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender

COMMITTEE ACTION:

Approved 9/28/21 (7-0 votes) Mr. Elsasser voted aye via teleconference; Ms. Bryant absent

PREPARED BY: Kristen Collins, Paralegal

DEPARTMENT: Public Defender

DATE: September 14, 2021

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: **Approval of Cost-of-Living-Adjustment (COLA) for Peoria County Public Defender**

RESOLUTION

WHEREAS, the County of Peoria is obligated by statute to provide compensation to the Public Defender; and

WHEREAS, in accordance with the Counties Code (55 ILCS 5/3-4007), the full-time public defender’s salary **must be at least 90% of the State’s attorney’s annual compensation**; and

WHEREAS, in accordance with the laws of the State of Illinois, State’s Attorneys were allowed a COLA increase effective July 1, 2021; and

WHEREAS, the Public Defender’s salary needs to increase likewise, to meet the 90% requirement.

NOW THEREFORE BE IT RESOLVED by the County Board of Peoria County, that it will authorize the annual salary of the Public Defender of Peoria County to be increased to the amount of **One Hundred Sixty-Five Thousand, ninety dollars and 76/100 (\$165,090.76)** effective July 1, 2021, as set forth in the agenda briefing.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: September 28, 2021

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: September 28, 2021

ISSUE: Approval of SFY22 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority

BACKGROUND/DISCUSSION:

The Tenth Judicial Circuit Family Violence Coordinating Council (FVCC) was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities. The Council is entirely funded by state funds awarded by the IL Criminal Justice Information Authority (ICJIA). The Tenth Judicial Circuit has been awarded \$38,800.00 for the period of **July 1, 2021 through June 30, 2022**.

Therefore, we are requesting this committee approve the entering into of an Inter-Governmental Agreement between the County of Peoria and ICJIA for the period of twelve (12) months, commencing July 1, 2021. There is no budget amendment necessary.

This grant provides funding for one part-time position that reports to the Chief Judge. No matching funds are required by the County and \$3,515 in indirect costs will be recouped to defray overhead such as administrative and occupancy costs. FICA and IMRF fringe benefits will also be reimbursed by this grant.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval to enter into an Inter-Governmental Agreement for the SFY22 Family Violence Coordinating Council

COMMITTEE ACTION:

Approved 9/28/21 (7-0 votes) Mr. Elsasser voted aye via teleconference; Ms. Bryant absent

PREPARED BY: Jennifer Shadid, Chief Financial Officer

DEPARTMENT: Court Administration

DATE: September 8, 2021

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN
 THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
 AND
Peoria County

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and Peoria County (Grantee), with its principal office at 324 N. Main Street, Peoria, Illinois 61602, 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 071436208 is Grantee's correct DUNS Number, that N/A is Grantee's correct UEI, if applicable, that 37-6001763 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 applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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

1.2. Amount of Agreement. Grant Funds (check one)) shall not exceed or are estimated to be \$38,800, of which \$0 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement.

1.3. Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096. The State Award Identification Number is 2096-26762.

1.4. Term. This Agreement shall be effective on 7/1/2021 and shall expire on 6/30/2022, 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

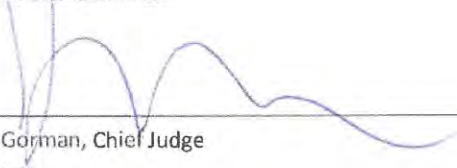
Date: 6/28/2021

By: 
Andrew Rand, Peoria County Board Chairman
Peoria County
arand@peoriacounty.org

Date: 6-9-2021

By: 
Nicole Bjerke, Peoria County Treasurer
Peoria County
nbjerke@peoriacounty.org

Date: 4/8/21

By: 
Katherine Gorman, Chief Judge
Peoria County
kgorman@peoriacounty.org

Date: 6/14/21

**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 1.2.

“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

Statement of the Problem

1. State the problem(s) the project will address (include local statistics/data, whenever possible). Indicate the source of your data. Please make sure data is current from the last five years.

While we know domestic violence in all forms is a major problem in our country today, data show that nearly 10 million men and women are subject to domestic violence each year. 1 in 3 women and 1 in 4 men reported they have experienced physical violence by an intimate partner and 20 people every minute are abused. In our country 3 women each day will die at the hands of someone they once loved and 50% of all batterers say they also abuse their children. 1 in 4 students are subjects of bullying. 19.6% of high school students are bullied each day and children with disabilities are 2 to 3 times more likely to be bullied. 81.9% of student identified as LGBTQ report bullying. Every one of our children deserve to be treated with kindness and respect. Every person needs to have a voice and resources available when they find themselves as one of these statistics. The Tenth Judicial Circuit Family Violence Coordinating Council (FVCC) is that resource. In Peoria County alone, our domestic violence agency has provided over 12,000 direct service hours to adults, 2,400 hours to children and 7,700 nights of shelter in the last year. While the Council does not participate in direct service to victims or perpetrators of domestic violence, the training, education, and awareness the Council provides to community agencies is an invaluable resource to those families. Collaboration and communication are key to community agencies who work with these families. Enhancing this collaboration every step of the way from law enforcement, prosecution, the court process, shelter, medical community, schools, and local resources are all part of the processes that this grant will fund.

2. Identify gaps in services and explain how the proposed project will compliment and not duplicate existing services.

No program is perfect, and we live in an ever-changing world where there is always room for improvement. This last year has really posed problems for trainings, court processes, advocacy work to name a few, however we continue to be quite adaptable to changes to make all the above work the best we can. The 10th Circuit FVCC was 1 of the first Councils established in the State of Illinois in 1993 and because of their dedication and longevity much has been and continues to be accomplished. Collaboration and communication are key. We have a very comprehensive domestic violence program locally that not only provides services for victims and their families but also has programs for perpetrators. The FVCC was instrumental in establishing the Family Justice Center within our Circuit which is a collaborative effort of the courts, law enforcement, probation, state's attorney's office, domestic violence provider and the 10th FVCC. We have a Fatality Review Team which the 10th FVCC participates in and reviews deaths involving adults 55 and older as well as people with disabilities over the

age of 18. The Chief Judge whole heartedly supports the 10th FVCC and the work we are doing. We have participation from all the state’s attorney’s in all 5 counties along with law enforcement in those counties. The 10th FVCC provides training and services to all the above and the community wins as a result. One area that has challenges for the 10th FVCC is involvement with the clergy community. This has been a struggle for the 10th FVCC, but we will continue to include and encourage participation from this discipline. Another area that was a challenge this past year, as I believe was for most, is the inability to gather in person. The COVID health issue has posed a huge challenge for us but thankfully we have technology experts who stepped up and have helped both in the community, in the courts and within the domestic violence community. Everyone has been willing to try to adapt to our “new way of collaborating and providing services” and hopefully in the next grant year we will be able to gather again in person as it still creates some challenges, especially in terms of effectiveness. As difficult as it is, we are all working together to stay safe and healthy.

3. Include an overview of proposed project.

We are requesting \$38,800 from this grant to perform the duties, goals and objectives outlined in the narrative for the Tenth Judicial Circuit. This proposed budget will fund 1 staff member, a Coordinator, provide funds for all necessary travel to all 5 counties within the Circuit, as well as 1 trip to Springfield to attend a mandatory Coordinator meeting and statewide trainings for 2 additional Council members, provide funds in the contractual category to offer stipends to 4 collaborating agencies (2 domestic violence programs, 1 disability service program and 1 elder abuse program), a small amount for supplies as well as funds for local and national speakers to present needed trainings. We are fortunate to have a fiscal agent who provides office space, telephone and computer services to the FVCC.

Agency Capacity and Management

1. What is the total agency annual budget?

Peoria County government has approximately 825 employees serving under 8 Elected Officials and 13 Senior Managers, the latter reporting directly to County Administration. County Board Member set policy for the organizations and determine the County’s Annual Budget which is \$118,056,710.

2. Describe applicant agency’s fiscal experience and capacity to manage grants.

The Finance Department consists of a CFO, Assistant CFO, Accounting Manager, Purchasing Agent, Payroll/Finance Assistant and Accounts Payable Bookkeeper. Our team is highly qualified with bachelor’s and master’s degrees in accounting, finance or a related field, certifications, and a combined 84 years of experience. The County also uses an outside CPA consultant to assist with the annual audit and other financial needs. The Finance Department writes the Comprehensive Annual Financial Report (CAFR) in house each year and the County has received the CFOA Certificate of Achievement for Excellence in Financial Reporting for the past 32 years. Several County departments that have a substantial amount of grant revenues, also have

dedicated staff members that hold higher education degrees along with years of experience. Combined, the team that manages the finances of the County work together to prudently manage the County’s resources according to the laws, regulations, accounting standards, policies and procedures that guide how the funds are to be spent and recorded.

3. Please describe how performance data will be collected, reported and used to inform ongoing projects.

Data is compiled thru training evaluations. Evaluations are developed by the Training Team to provide the 10th FVCC data that will be useful in planning ongoing projects and to determine if we are meeting our goals established in the FVCC Grant. These evaluations prove to be a useful tool in term of performance not only for the specific training but in terms of future needs and if what we are presenting is useful and has increased their knowledge. Pre and Post Tests developed by Illinois Criminal Justice Information Authority (ICJIA) are always used in any Arrest Training over 2 hours in length we host, and that information is also shared with ICJIA. Any and all data gathered regarding activities, performance or awareness is always shared and discussed at the Steering Committee Meeting. The number of meetings held and the number of Committee Members who attend is also an indication of progress and goals attained as we move forward with future plans. The 10th FVCC is very collaborative in nature. The Coordinator and nearly all Committee members routinely attend meetings/events sponsored by outside agencies. This is very helpful in terms of projecting what is needed in future trainings and education. Communication is key.

4. Describe how applicant agency will sustain the funded program at the end of the funding period.

Programs that are funded by grants will seek to re-apply when the grant is about to expire. If the County finds benefit to continue a program that was once funded by grants, the County will re-direct resources to cover those expenditures. These resources can be re-directed from the different sources and will be determined by the service case basis and is dependent on the current and future needs of the County and its residents. If the program is continued using re-direct resources, the same efforts to maintain the integrity of the program will continue for the duration of the desired outcome.

Target Population

Marshall square miles	Population	11,483	Land Area	386.79
	Caucasian	97.2%		
	African American	.7%		
	Asian	.5%		

	Hispanic/Latino	2.8%	
	Disability under 65	8.1%	
	Poverty	9.7%	
Peoria square miles	Population	179,179	Land Area 619.21
	Caucasian	74.0%	
	African American	18.5%	
	Asian	4.1%	
	Hispanic/Latino	4.8%	
	Disability under 65	7.9%	
	Poverty	15.4%	
Putnam square miles	Population	5,739	Land Area 160.16
	Caucasian	97.2%	
	African American	.9%	
	Asian	.4%	
	Hispanic/Latino	5.9%	
	Disability under 65	6.8%	
	Poverty	8.0%	
Stark Square miles	Population	5,342	Land Area 288.08
	Caucasian	96.9%	
	African American	.7%	
	Asian	.5%	
	Hispanic/Latino	1.8%	
	Disability under 65	9.6%	
	Poverty	11.1%	
Tazewell Square miles	Population	131,803	Land Area 648.97
	Caucasian	96.0%	
	African American	1.3%	
	Asian	.9%	
	Hispanic/Latino	2.3%	
	Disability under 65	7.2%	
	Poverty	9.1%	

Progress Toward Goals

FY21 was a very challenging year for not only the Council but life in general. When the FY21 Grant was written I do not believe any of us had any idea what was going to happen country wide. We, the Steering Committee, set goals and objectives based on what we felt our communities wanted/needed. The 3 Committee structure of the Council was working well. We were meeting on a bi-monthly basis and activities were happening in all 5 counties. Trainings were taking place and awareness events were happening. We scheduled additional protocol trainings for law enforcement hoping to train departments in all 5 counties. While we were able to complete these law enforcement protocol trainings, they looked quite different than planned. Planning by our training team and law enforcement departments took several meetings to determine how we could present IN-PERSON while keeping the safety of both law enforcement and presenters at the forefront. Other than law enforcement, all other planned events were postponed. Committee meetings were now being held virtually or via conference call as most employees at all the courthouse, domestic violence shelters, schools, and community agencies were all working from home. While meeting virtually is the best alternative, it truly does not have the effectiveness as IN-PERSON meetings. Several community awareness events were cancelled although some were held virtually, the number of participants was relatively low. We were unable to host a training with a national speaker and funds were not used for travel as anticipated. Below is a list of what did take place this grant year in completing our goals:

Goal 1: We projected the Steering Committee would meet 4 times this year and we have met 4 times thus far with 100% attendance and 2 additional meetings scheduled. Challenges related to expanding this committee still exist. The challenge is finding a time where everyone can commit to attending at a specific time or location. The Peoria/Tazewell Committee projected we would meet 6 times this year and we have met 4 times thus far with 2 additional meetings scheduled. Participation has been somewhat down is the only real challenge encountered other than we are meeting via conference call as opposed to in-person. This is not the best solution, but it is better than nothing at all. All members were looking forward to meeting in-person as soon as it is safely possible. As with all activities nearly all scheduled trainings were postponed or are in the process of being re-scheduled virtually. The Northern Counties Committee projected we would meet 6 times this grant year and have met 4 times with 2 additional meetings scheduled before June 30, 2021. As with the other committees, participation has been lower than usual, and trainings have been postponed and several trainings have been cancelled. At the Nutrition Sites in particular, they are not seeing anyone in person and this population has very little access to technology. We remain in contact with these partnering agencies in hopes of bringing these training back once they begin to see clients safely. We have provided several packets of resource information (175) to these sites for distribution to their clients. Our Training Team projected we would meet as needed. This team met several times this grant year as COVID posed several challenges this last year. Trainings were postponed, scheduled, re-scheduled format changed, locations changed etc. many times. We were able to complete our law

enforcement protocol trainings with 190 officers trained and are still working on the logistics of another training that was planned. We were not able to host many of the training possibilities we had hoped for, as a result of all the uncertainties due to COVID. Needless to say, it has been a very challenging year in many ways. Due to an excess in travel funds we have been able to transfer these funds to supplies and were able to purchase materials or print materials that has been distributed regarding some of the educational information we had hoped to use in trainings.

Program Strategy

Circuit Number(s):

10th

Local Family Violence Coordinating Council Members

1. Fill in your members below.

Discipline	Name of Steering/Planning Committee Member(s)	Job Title of Member(s)	Members' Organization Name
911/Dispatch Telecommunicator			
Child Abuse Victim Services/Prevention	1. Amanda Tomason	1. Caseworker.	1. Pediatric Resource Center
Circuit Clerk's Office	1. Julie Kenney 2. Gina Noe	1. Circuit Clerk 2. Circuit Clerk	1. Stark County 2. Marshall County
Court Administrator	1. Jennifer Shadid 2. Lori Shelton	1. Assist. Admin. 2. Assist. Admin.	1. Peoria County 2. Tazewell County
Court Security/Bailiff	1.	1.	1.
Department of Children and Family Services	1.	1.	1.
Disability Services	1. Jeannine McAllister 2. Ashley Purpura 3. Brian Szuda	1. Dir. 2. Specialist 3. Dir.	1. Advocates for Access 2. IL. Valley CIL 3. IL. Valley CIL

Domestic Violence Victim Services	<ol style="list-style-type: none"> 1. Michael Zernack 2. Barry Pinter 3. Amanda Roderick 4. Melanie Whitmer 5. Molly Schmelzer 6. Corie Sego 7. Jen Johnson 	<ol style="list-style-type: none"> 1. Dir. 2. Supervisor 3. Supervisor 4. Supervisor 5. Caseworker 6. Dir. 7. Dir. 	<ol style="list-style-type: none"> 1. Freedom House 2. Tazewell County OP Office 3. Peoria County OP Office 4. Freedom House 5. Freedom House 6. Family Justice Center 7. Freedom House/DV Services
Education	<ol style="list-style-type: none"> 1. Beth Crider 2. Laura Kowalski 3. Rachel Williams 	<ol style="list-style-type: none"> 1. Superintendent 2. Dir. of Prevention 3. Counselor 	<ol style="list-style-type: none"> 1. ROE 2. CFPA 3. Midland High School
Emergency Medical Services			
Faith-Based Community	<ol style="list-style-type: none"> 1. Eric Swanson 2. Brian Gonet 	<ol style="list-style-type: none"> 1. Pastor 2. Pastor 	<ol style="list-style-type: none"> 1. United Methodist Church 2. Putnam Community Church
Judge	<ol style="list-style-type: none"> 1. Lisa Wilson 	<ol style="list-style-type: none"> 1. Judge 	<ol style="list-style-type: none"> 1. Tazewell County
Law Enforcement	<ol style="list-style-type: none"> 1. Shawn Wetzel 2. Aimee Shinall 3. Wayne Strawn 4. Brent Calbow 	<ol style="list-style-type: none"> 1. Officer 2. Victim Advocate 3. Sheriff 4. Sheriff 	<ol style="list-style-type: none"> 1. Peoria Police Dept. 2. Peoria County Sheriff 3. Marshall County Sheriff 4. Putnam County Sheriff
Local Council Coordinator	<ol style="list-style-type: none"> 1. Mary Taylor 	<ol style="list-style-type: none"> 1. Coordinator 	<ol style="list-style-type: none"> 1. 10th Circuit FVCC
Medical Personnel	<ol style="list-style-type: none"> 1. Stephanie Johnson 	<ol style="list-style-type: none"> 1. Dir. 	<ol style="list-style-type: none"> 1. Pediatric Resource Center
Mental Health Professional	<ol style="list-style-type: none"> 1. Johanna Hager 	<ol style="list-style-type: none"> 1. Dir. 	<ol style="list-style-type: none"> 1. Braveheart
Military	<ol style="list-style-type: none"> 1. 	<ol style="list-style-type: none"> 1. 	<ol style="list-style-type: none"> 1.

Older Adult Services	1. Holly Kozinski	1. Dir.	1. Adult Protective Services
Partner Abuse Intervention Program Provider	1. Carol Hennon	1. Dir.	1. PAIP at CFPA
Person with lived domestic violence experience	1.	1.	1.
Private Attorney	1.	1.	1.
Probation	1. Megan Spralding 2. Allison Leezer	1. Dir. Of Probation 2. Probation Ofc.	1. Northern Counties 2. Stark County Probation
Prosecutor	1. Caroline Borden	1.State's Atty.	1. Stark County
Public Defender	1.	1.	1.
Self Advocate (person with disability)	1.	1.	1.
Sexual Assault Victim Services	1. Julie Boland 2. Nancee Brown 3. Stacey Hoffman-Rozales	1. Dir. 2.Caseworker/Medical Advocate 3.Dir.	1. CFPA/Sexual Services 2. CFPA/Sexual Services 3. Freedom House/Freedom House
CASA	1.Krista Coleman	1.Caseworker	1.CASA

2. How do you plan to engage members in disciplines that you do not currently have as active members? i.e. any of the above that you do not have members listed.

This is always discussed at committee meetings. All Council members know they are always welcome to invite outside agencies to any appropriate meetings. Coordinator will reach out to agencies that are not represented and invite them to participate in Council activities. Council brochures are always distributed at any awareness events.

3. List your circuit wide committees and member agencies on each committee. Include discussion about how often each committee convenes as well as the focus of the committee and projects it will complete.

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
Steering Committee	Courts/Judge D. V. Provider Agency Coordinator	Coordinator	Bi-Monthly	Committee gives direction to individual committees as well as the Council as a whole.
Peoria/Tazewell	Coordinator DV provider Agency OP Office Law Enforcement ROE Elder Abuse Agency Disability Agency Sexual Assault Judge Probation Clergy	Coordinator	Bi-Monthly	Committee focuses on the needs of Peoria/Tazewell County related to domestic violence. They also discuss trainings specific to Peoria and Tazewell Counties.
Northern/ Counties	Coordinator DV provider agency OP Office Law Enforcement State's Atty. ROE Elder Abuse Agency Disability Agency Sexual Assault Judge Probation Clergy	Coordinator	Bi-Monthly	Committee focuses on needs of the 3 Northern Counties as related to domestic violence. They also discuss trainings specific to the needs of this rural area.
Training Team	Judge Probation Clergy	Coordinator	As needed	This committee

Committee	Member Agencies	Person Responsible for Staffing Committee	How Often Committee Meets	Describe the committee's focus and projects.
	Coordinator As determined for related training			focuses on trainings as determined by the needs of the individual committees.

4. Discuss the process your Council will use to recruit and re-engage members to your committees. Be sure to include who is responsible for recruiting committee members.

The same process will be used to recruit new members for the Council as for committee. Regarding re-engaging members this was very challenging last grant year and hopefully will be easier this year as the health crisis is under better control. We have discussed our meeting process and most members are looking forward to meeting again together in person. I believe this will help get members engaged again. We will try to keep all members informed and up to date regarding the focus of Council activities, continuing to send information regarding webinars and trainings not only within the Circuit but statewide. Coordinator will continue to communicate with not only Council members but attend outside agency meetings in hope of bringing new ideas to the table.

5. Discuss potential topics and intended audiences for trainings your Council will provide.

Protocol (s) We are hoping to be able to provide the scheduled law enforcement protocol trainings that have been postponed during FY20. This will include domestic violence, elder abuse, sexual assault, strangulation, and abuse of people with disabilities.

Promising Practices Mini-Toolkit (s) Our plan is to present Mini-Toolkit trainings to 911 Communications, Emergency Medical and Court Services/Probation. This was planned and was postponed. We will work with those involved to reschedule when everyone is back in their buildings as both attendees and presenters wanted it in-person.

Other: We are working with the Nutrition Sites in the 3 northern counties and plans to present “Elder Abuse and Scams” will continue once they are seeing clients in person as they were all postponed this past year. Mental Health presentations as well as Human Trafficking are also areas that have been discussed at committee meetings. Substance abuse and the correlation to domestic violence is another area of interest. Our hope for the coming year is to be able to host several presentations as the last year did not enable us to do so with such uncertain times.

6. Describe your plan to follow-up with attendees of trainings you have provided. Be sure to include who is responsible for follow-up.

The Coordinator will follow up with attendees following trainings the Council has hosted. On our training evaluations we always ask about future training interests or needs as well as effectiveness of the training. This information is discussed at the Training Team “follow-up meeting” and shared with the Steering Committee and the presenters. Additional follow-up is done by the Coordinator regarding agencies or groups that we have presented to in years past to determine if they need an “updated presentation”, if they are using or implementing the information that was presented at the training or if additional help is needed in that process.

7. Please describe how evaluation results from your council’s trainings are used.

Evaluations will be used at all 10th Circuit FVCC trainings. Evaluations will be developed by the Training Team and the presenter. All data will be used to better meet the needs of the agencies and communities in the 10th Circuit while meeting the goals of the 10th FVCC. Data will also be shared with the presenter to ensure their information is accurate, interesting and useful.

8. Discuss your process of sharing and distributing resources. Be sure to include who is responsible for sharing and distributing resources and information.

The Coordinator routinely shares information regarding webinars and resources regarding upcoming educational and training material with all FVCC members. Coordinator attends outside agency meetings and shares 10th FVCC information with them as well as receives information regarding their agencies. Local resources information related to domestic violence is displayed by the 10th FVCC in all 5 County Courthouses within the Circuit. The Coordinator also shares with the State Coordinator all training information related to local events.

EXHIBIT B

DELIVERABLES OR MILESTONES

Activity	Month Completed	Staff Position Responsible
Identify Risk Assessment Tool	February 15, 2022	Coordinator
Attend Statewide Training (Required)	TBD	Local Council Coordinator
Attend In-Person LLC Meeting (Required)	TBD	Local Council Coordinator
Submit Risk Assessment Implementation Plan	May 1, 2022	Coordinator
Provide Quarterly Fiscal Reporting and Documentation as required by ICJIA (required)	October 15, 2021; January 15, 2022, April 15, 2022; July 15 2022	Assistant Court Administrator & Coordinator
Provide Quarterly Periodic Performance Report (PPR) and Documentation as required by ICJIA (required)	October 15, 2021; January 15, 2022, April 15, 2022; July 15 2022	Coordinator
Provide closeout fiscal reporting and property inventory as required by ICJIA (required)	July 30, 2022	Assistant Court Administrator & Coordinator
Other:		

EXHIBIT C

PAYMENT

Grantee shall receive a maximum of \$38,800 under this Agreement.

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the 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. The maximum amount of federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

Grantee must provide for the deposit of grant funds into a bank account in the name of the Grantee. Grant funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.

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: Mary Ratliff/Lacey Pollock
Title: Program Director/Criminal Justice Specialist
Address: 607 E. Adams, Suite 906, Springfield, IL, 62701
Phone: 217-524-4745/217-524-1917
Fax#: 217-558-2636
E-mail Address: mary.ratliff@illinois.gov
lacey.pollock@illinois.gov

GRANTEE CONTACT

Name: Mary Taylor
Title: 10th Circuit Local Council Coordinator
Address: 324 N. Main St., Peoria, IL 61602
Phone: 309-672-6992
Fax#: 309-672-6957
E-mail Address: mtaylor@peoriacounty.org

EXHIBIT E

PERFORMANCE MEASURES

<p>Goal 1 Mandatory: The local Circuit Family Violence Coordinating Council will work to improve the systems response to family violence (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) by developing multidisciplinary committees to provide oversight, guidance, and development of policies and procedures enforcing victim safety, abuser accountability, and community safety.</p> <p>A Steering Committee is required that meets at least three times per year. Councils are encouraged to have at least two other committees that meet quarterly.</p>	
Performance Measures	Performance Standards/Frequency
Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.	4 committees formed.
Local Council Steering Committee will meet at least 3 times per year (REQUIRED).	<u>4</u> local council steering committee meetings.
Local Council Steering Committee will attend meetings consistently.	<u>80</u> % of committee members attending meetings based on total number of committee members.
<u>Peoria/Tazewell Counties</u> committee will meet regularly.	<u>6</u> committee meetings per year.
<u>Northern Counties</u> committee will meet regularly.	<u>6</u> committee meetings per year.
<u>Training Team</u> committee will meet as needed	<u>4</u> committee meetings per year.
Identify a risk assessment tool for domestic violence cases to be used system-wide. (REQUIRED)	Risk Assessment Tool identified by February 15, 2022.
Develop an implementation plan for risk assessment. (REQUIRED)	Risk Assessment Implementation Plan completed by May 1, 2022.
<p>Goal 2 Mandatory: Improve the knowledge of criminal justice professionals on domestic violence related topics.</p>	
Performance Measures	Performance Standards/Frequency
Provide trainings to local circuit criminal justice and family violence professionals. <ul style="list-style-type: none"> o <u>At least 1 training from the Facilitator’s Toolkit is required</u> 	<u>3</u> trainings provided to local circuit criminal justice and family violence professionals.

<ul style="list-style-type: none"> ○ <u>At least 1 Promising Practice Mini-Toolkit training is required.</u> 	
<p>Educate criminal justice and family violence professionals through trainings.</p>	<p><u>200</u> attendees participating in trainings.</p>
<p>Collect evaluations or pre-post tests (ICJIA developed surveys) from trainings. (pre post tests only apply to Promising Practices Mini-Toolkits).</p>	<p><u>175</u> training evaluations collected.</p>
<p>Training participants indicate increased confidence on evaluation.</p>	<p><u>80</u> % of participants that indicate increased confidence after training based on number of attendees.</p>
<p>Goal 3 Mandatory: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) in the communities of the circuit.</p>	
<p>Performance Measures</p>	<p>Performance Standards/Frequency</p>
<p>Coordinate with local criminal justice professionals and community agencies to participate in community awareness events and activities regarding family violence related topics.</p>	<p><u>4</u> community awareness events and activities.</p>
<p>Educate and disseminate information to attendees at community awareness events and activities.</p>	<p><u>300</u> participants at community awareness events and activities.</p>
<p>Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)</p>	<p><u>60</u> times information is disseminated to criminal justice and family violence professionals.</p>

EXHIBIT F

PERFORMANCE STANDARDS

<p>Goal 1 Mandatory: The local Circuit Family Violence Coordinating Council will work to improve the systems response to family violence (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) by developing multidisciplinary committees to provide oversight, guidance, and development of policies and procedures enforcing victim safety, abuser accountability, and community safety.</p> <p>A Steering Committee is required that meets at least three times per year. Councils are encouraged to have at least two other committees that meet quarterly.</p>	
Performance Measures	Performance Standards/Frequency
Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.	4 committees formed.
Local Council Steering Committee will meet at least 3 times per year (REQUIRED).	<u>4</u> local council steering committee meetings.
Local Council Steering Committee will attend meetings consistently.	<u>80</u> % of committee members attending meetings based on total number of committee members.
<u>Peoria/Tazewell Counties</u> committee will meet regularly.	<u>6</u> committee meetings per year.
<u>Northern Counties</u> committee will meet regularly.	<u>6</u> committee meetings per year.
<u>Training Team</u> committee will meet as needed	<u>4</u> committee meetings per year.
Identify a risk assessment tool for domestic violence cases to be used system-wide. (REQUIRED)	Risk Assessment Tool identified by February 15, 2022.
Develop an implementation plan for risk assessment. (REQUIRED)	Risk Assessment Implementation Plan completed by May 1, 2022.
<p>Goal 2 Mandatory: Improve the knowledge of criminal justice professionals on domestic violence related topics.</p>	
Performance Measures	Performance Standards/Frequency
Provide trainings to local circuit criminal justice and family violence professionals. <ul style="list-style-type: none"> o <u>At least 1 training from the Facilitator’s Toolkit is required</u> 	<u>3</u> trainings provided to local circuit criminal justice and family violence professionals.

<ul style="list-style-type: none"> ○ <u>At least 1 Promising Practice Mini-Toolkit training is required.</u> 	
<p>Educate criminal justice and family violence professionals through trainings.</p>	<p><u>200</u> attendees participating in trainings.</p>
<p>Collect evaluations or pre-post tests (ICJIA developed surveys) from trainings. (pre post tests only apply to Promising Practices Mini-Toolkits).</p>	<p><u>175</u> training evaluations collected.</p>
<p>Training participants indicate increased confidence on evaluation.</p>	<p><u>80</u> % of participants that indicate increased confidence after training based on number of attendees.</p>
<p>Goal 3 Mandatory: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, and abuse against older adults and persons with disabilities) in the communities of the circuit.</p>	
<p>Performance Measures</p>	<p>Performance Standards/Frequency</p>
<p>Coordinate with local criminal justice professionals and community agencies to participate in community awareness events and activities regarding family violence related topics.</p>	<p><u>4</u> community awareness events and activities.</p>
<p>Educate and disseminate information to attendees at community awareness events and activities.</p>	<p><u>300</u> participants at community awareness events and activities.</p>
<p>Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)</p>	<p><u>60</u> times information is disseminated to criminal justice and family violence professionals.</p>

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.

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.

2.

3. Grantee agrees to all comply with all of the terms and conditions required by the 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 43.4.

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.icija.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, shall use grant funds, if applicable, 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. Training. No funds may be used to cover training costs, described in the Exhibits, until Grantee complies with the following:
 - A. That any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
 - B. To comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at available at <http://www.ojp.gov/funding/confcost.htm>.
64. In-person Meeting. Grantee agrees to the following:
 - 64.1. Travel to and attend 1 IFVCC Local Council Coordinator’s meeting and 1 statewide training as directed by ICJIA.

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STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Peoria County	DUNS#: 071436208	NOFO ID: 2096-988	Grant #: 322210
CFSA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." **Please read all instructions before completing form.**

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	<u>Year 1</u>			
(a). State of Illinois Grant Amount Requested	\$ 38,800			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	<u>Year 1</u>			
1. Personnel (Salaries & Wages) 200.430	\$ 23,189			
2. Fringe Benefits 200.431	\$ 4,005			
3. Travel 200.474	\$ 1,010			
4. Equipment 200.439	\$ -			
5. Supplies 200.94	\$ 1,152			
6. Contractual Services (200.318) & Subawards (200.92)	\$ 5,929			
16. Total Direct Costs (lines 1-15) 200.413	\$ 35,285			
17. Indirect Costs* (see below) 200.414				
Rate: <u>10 %</u> Base: <u>\$ 35,155</u>	\$ 3,515			
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 38,800			

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

- 1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

- 2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

- 2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

- 3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

- 4) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
 Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
 Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____ %

- 5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA:	_____
Approving Fed/State Agency (please specify):	_____
The Indirect Cost Rate is:	_____ %
The Distribution Base is:	_____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Peoria County	DUNS#: 071436208	NOFO ID: 2096-988	Grant #: 322210
CFSA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Please read all instructions before completing form.</i></p>			

SECTION B -- MATCH FUNDS

Program Revenues	Year 1			
Grantee Match Requirement: ___% <i>(ICJIA to populate only if match is required)</i>				
(b). -Cash				
(c). -Non-cash				
(d). Other Funding & Contributions				
NON-STATE Funds Total	\$ -			

BUDGET SUMMARY MATCH FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	Year 1			
1. Personnel (Salaries & Wages) 200.430	\$ -			
2. Fringe Benefits 200.431	\$ -			
3. Travel 200.474	\$ -			
4. Equipment 200.439	\$ -			
5. Supplies 200.94	\$ -			
6. Contractual Services (200.318) & Subawards (200.92)	\$ -			
16. Total Direct Costs (lines 1-15) 200.413	\$ -			
17. Indirect Costs* (see below) 200.414				
Rate: _____ % Base: _____	\$ -			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)	\$ -			

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Peoria County	DUNS#: 071436208	NOFO ID: 2096-988	Grant #: 322210
CFSA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022

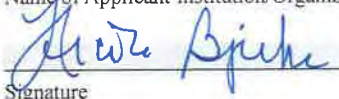
Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s)."

Implementing Agency

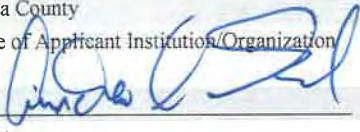
Program Agency

Peoria County
Name of Applicant Institution/Organization

Signature

Nicole Bjerke
Name of Official

Peoria County Treasurer
Title
Chief Financial Officer (or equivalent)

4/8/21
Date of Signature

Peoria County
Name of Applicant Institution/Organization

Signature

Andrew Rand
Name of Official

Peoria County Board Chairperson
Title
Executive Director (or equivalent)

4/9/21
Date of Signature

10th Judicial Circuit Court
Institution/Organization

Signature

Katherine S. Gorman
Name of Official

Chief Judge
Title
Executive Director (or equivalent)

4/14/21
Date of Signature

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

Applicant Certification

FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) DUNS:					
Grantee (or Subgrantee) Name:					
Grantee (or Subgrantee) DBA:					
Grantee (or Subgrantee) Address:					
City:		State:		Zip+4:	
Grantee (or Subgrantee) Principal Place of Performance:					
City:		State:		Zip+4:	
Grant #: 322210 Award Amount: \$ 38,800 Project Period: July 1, 2021 - June 30, 2022					
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority					
CSFA Short Description: IFVCC					
Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:					
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes <input type="checkbox"/> If yes, must answer Q2 below.					
No <input type="checkbox"/> If no, you are not required to provide data.					
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes <input type="checkbox"/> If yes, you are not required to provide data.					
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.					
Please provide names and total compensation of the top five officials:					
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			

Section C - 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.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

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>Mary Taylor (7/1/2021 - 12/31/2021)</i>	<i>Council Coordinator</i>	\$ 26.400	Hr.	100.00%	425.50	\$ 11,233		\$ 11,233
<i>Mary Taylor (1/1/2022 - 6/30/2022)</i>	<i>Council Coordinator</i>	\$ 26.928	Hr.	100.00%	444.00	\$ 11,956		\$ 11,956
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
								\$ -
Total						\$ 23,189.00	\$ -	\$ 23,189.00

Personnel Narrative:

- The Council Coordinator is a part-time position, working approximately 18.5 hours per week for 23 weeks at 26.40 per hour from July 1, 2021 thru Dec. 31, 2021. Effective January 1, 2022, the Coordinator's hourly rate is projected to increase 2% to \$26.928. She will work approximately 18.5 hours per week for 24 weeks from January 1, 2022 through June 30, 2022. The Coordinator provides administrative assistance, as well as mobilizes resources to efficiently address the grants' needs and programs. The Coordinator works with the Steering Committee to identify, develop and analyze work plans to meet the goals of the grant. The Coordinator will also communicate with local and state social service agencies, collaborating on providing educational trainings that address all aspects of family violence and the protocols related to them. Responsibilities of the Coordinator will also be to complete all program and fiscal reports in the required timeframe.

Section C - 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.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Fringe Costs									Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Other IMRF	Other (Please specify)	Other (Please specify)	Other (Please specify)	Other (Please Specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)			
			7.6500%	9.6200%									
Mary Taylor (7/1/2021 - 12/31/2021)	Council Coordinator	\$ 11,233	\$ 859	\$ 1,081	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,940		\$ 1,940
Mary Taylor (1/1/2022 - 6/30/2022)	Council Coordinator	\$ 11,956	\$ 915	\$ 1,150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,065		\$ 2,065
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,005	\$ -	\$ 4,005

Fringe Narrative:

- FICA is a standard rate of 7.65% and the IMRF rate for Peoria County in 2021 is 9.62%. The same IMRF rate was used for 2022 because the actual rate has not yet been released.

Section C - 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."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
LCC rental car and gas	Peoria to Springfield	car and gas	\$ 65.00	2	days	1	1	\$ 130		\$ 130
LCC Hotel	Springfield, IL	Hotel	\$ 85.00	1	room	1	1	\$ 85		\$ 85
LCC per diem	Springfield, IL	per diem	\$ 28.00	2	days	1	1	\$ 56		\$ 56
LCC mileage	Local/Circuit wide travel	mileage	\$ 0.56	40	miles	1	33	\$ 739		\$ 739
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Total								\$ 1,010	\$ -	\$ 1,010

Travel Narrative:

- Peoria to Springfield travel is for 1 staff, (Coordinator) to drive to Springfield, IL to attend 1 Coordinator meeting and one statewide training which would require one hotel night stay at the state approved rate along with rental car for 2 days total, gas for rental car and per diem for 2 days (deemed most economical mode).
- The remainder of the travel will be within the Peoria area (local travel) as well as any travel within the additional 4 counties in the Circuit (circuit wide travel) to meet with representatives or committee meetings to address the goals of the grant. This is based on previous grant experience and based on previous meeting schedules. More economical to do mileage versus rental car.
- Travel is based on the number of counties within the Tenth Circuit and based on the current IRS standard mileage rate of .56 per mile.

Section C - 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.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

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 C - 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) . **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, audit 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 pro-rated)			
<i>Local speaker fee</i>	\$ 300.00	# of speakers	3	100.00%	\$ 900		\$ 900
<i>National speaker</i>	\$ 2,000.00	# of speakers	1	100.00%	\$ 2,000		\$ 2,000
<i>Victim Service Agency Stipend, Center for Prevention of Abuse</i>	\$ 15.00	hour	60	100.00%	\$ 900		\$ 900
<i>Victim Service Agency Stipend, Freedom House</i>	\$ 15.00	hour	30	100.00%	\$ 450		\$ 450
<i>Disability Service Agency Stipend, Advocates for Access</i>	\$ 15.00	hour	50	100.00%	\$ 750		\$ 750
<i>Elder Victim Service Agency, Adult Protective Services</i>	\$ 15.00	hour	50	100.00%	\$ 750		\$ 750
<i>Council Member Travel</i>	\$ 179.00	annual	1	100.00%	\$ 179		\$ 179
							\$ -
							\$ -
							\$ -
				Total	\$ 5,929	\$ -	\$ 5,929

Contractual Narrative:

- Three local speakers will be retained and paid approximately \$300 each for speaking fees. Possible topics for trainings will include Digital Safety, Sexual Assault Education, Mental Health and Human Trafficking. Speakers will be determined by either the Steering or Individual Committees based on the training needs and interests the local Council has that will enable us to accomplish our goals as described in the grant. Contracts will be signed with each speaker.
- National speaker will be for a larger training and the determination will be the same process as for local speakers. This fee will include prep, travel (if applicable) and presentation time. No funds will be expended without ICJIA approval.
- Victim Service Agency Stipends are for the Center for Prevention of Abuse, Freedom House, Advocates for Access and Adult Protective Services at \$15/hour for a total of 190 hours. For the stipend, the agency will at a minimum:
 - Provide a representative for the county committee and other committee meetings.
 - Provide a representative to participate in the training sessions within their service area. Help plan and provide trainings.
 - Participate with the assistance of the local coordinator in the training of local law enforcement officers, prosecutors and court personnel.
 - Continue to work closely with the 10th Circuit FVCC as well as attend any statewide mandated trainings.
 - Identify and utilize opportunities to disseminate the lessons learned throughout the circuit.
 - Contracts or MOU's will be signed with each agency.
- Council Member Travel - Travel is based on 2 Council members from Peoria to Springfield to attend a mandatory state-wide training for mileage and meal reimbursement (lunch only). Mileage .56*150 (roundtrip) x 2 members = 168 Mileage was deemed the most economical mode for the shorter distance and time.

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 ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
Facilities and Administrative indirect costs	\$ 35,155	10.00%	\$ 3,515		\$ 3,515

Indirect Cost Narrative:

Peoria County elects the de minimis rate of 10%. Peoria County has never had a negotiated federal or state indirect cost rate. All direct costs, except \$130 allocated for a rental car, are eligible for inclusion in Modified Total Direct Costs, which is the distribution base on which the 10% rate is assessed. Indirect costs will cover portions of fiscal and administrative personnel costs (not costs for the coordinator funded position. These are not direct costs and are for other staff who provide work on the grant.), technology support, utilities, office space and maintenance expenses.

Indirect costs will be expended on the following expenses:

fiscal and administrative personnel costs, technology support, utilities, office space and maintenance expenses. subtracted \$1 because grant funds weren't enough for full 3,516.

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.)

Peoria County
Institution/Organization

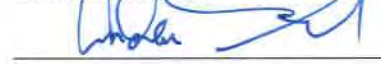

Signature

Nicole Bjerke
Name of Official

Peoria County Treasurer
Title
Chief Financial Officer (or equivalent)

4/8/21
Date of Signature

Peoria County
Institution/Organization


Signature

Andrew Rand
Name of Official

Peoria County Board Chairperson
Title
Executive Director (or equivalent)

4/9/2021
Date of Signature

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-Statel funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
1. Personnel	\$ 23,189.00	\$ -	\$ 23,189.00
2. Fringe Benefits	\$ 4,005.00	\$ -	\$ 4,005.00
3. Travel	\$ 1,010.00	\$ -	\$ 1,010.00
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ 1,152.00	\$ -	\$ 1,152.00
6. Contractual Services	\$ 5,929.00	\$ -	\$ 5,929.00
16. Indirect Costs	\$ 3,515.00	\$ -	\$ 3,515.00
TOTAL PROJECT COSTS	\$ 38,800.00	\$ -	\$ 38,800.00

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Peoria County		DUNS#: 071436208		NOFO ID: 2096-988	
CFSA Number: 546-00-2096		CSFA Short Description: 1FVCC		Grant #: 322210	
				State Fiscal Year(s): 2022	
				Project Period: July 1, 2021 - June 30, 2022	

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
\$33,300	Lacey Poindick	Lacey Poindick	6/16/21
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>
	Andrew Krupin	[Signature]	6/16/21

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

(c) The Federal State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal-State awards in which the Federal State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal State awarding agency. The Federal State awarding agency cannot permit a transfer that would cause any Federal State appropriation to be used for purposes other than those consistent with the appropriation.

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval of SFY22 Family Violence Coordinating Council Grant from the Illinois Criminal Justice Information Authority

RESOLUTION

WHEREAS, the Tenth Judicial Circuit Family Violence Coordinating Council was established under the Office of the Chief Judge to create a forum to share and discuss information to promote a coordinated response to family violence in our communities, and;

WHEREAS, the County of Peoria acts as fiscal agent for the Family Violence Coordinating Council. (FVCC), and;

WHEREAS, the County of Peoria received notification that the Illinois Criminal Justice Information Authority (ICJIA) will be providing grant monies pursuant to an Inter-Governmental Agreement for the term of July 1, 2021 through June 30, 2022, in the amount of Thirty-Eight Thousand Eight Hundred dollars (\$38,800.00), and;

WHEREAS, the funds will be used to support a part-time Local Council Coordinator, as well as coordination of committee work, training, travel and other related activities as determined by the Local Council Planning/Steering Committee.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of Peoria County, that it will approve the SFY22 Family Violence Coordinating Council grant from ICJIA.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: September 28, 2021

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: September 28, 2021

ISSUE: Approval of FFY21 State Court Improvement Program Grant for Peoria County Guardian ad Litem (GAL) Project

BACKGROUND/DISCUSSION:

The Peoria County Treasurer, on behalf of the Tenth Judicial Circuit, was awarded a State Court Improvement Program Grant for the period of October 1, 2021 through September 30, 2022 in the amount of \$114,200.00. This represents the third year of this grant. All funds available under this grant agreement are a portion of the Federal Fiscal Year 2021 State Court Improvement-Basic Grant (CFDA#93.586) awarded to the Administrative Office of the Illinois Courts (AOIC) by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. The purpose of this grant is to support two full-time independent contractor attorneys who serve as appointed GALs in juvenile abuse and neglect court. The county is statutorily required to provide indigent minors with legal counsel, so this grant offsets 75% of that cost.

We are requesting this committee approve this Grant Award Agreement between the County of Peoria and the AOIC for the period of twelve (12) months, commencing October 1, 2021. There is no budget amendment necessary.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval to enter into a Grant Award Agreement for the FFY21 State Court Improvement Program Grant for the Peoria County Guardian ad Litem (GAL) Project

COMMITTEE ACTION:

Approved 9/28/21 (6-0 votes) Mr. Elsasser absent for vote; Ms. Bryant absent

PREPARED BY: Jennifer Shadid, Chief Financial Officer for the Courts

DEPARTMENT: Court Administration

DATE: September 13, 2021

Administrative Office of the Illinois Courts



State Court Improvement Program Grant Award Agreement

This Agreement is entered into by the Administrative Office of the Illinois Courts, hereinafter referred to as “AOIC”, and Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County, hereinafter referred to as the “Grantee”, for the Peoria County Guardian ad Litem project.

The Court Improvement Program (CIP), is administered by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, pursuant to Part B of Title IV of the Social Security Act (42 U.S.C. §620 *et seq.*). Projects funded with CIP grant funds must address court reform issues that will improve the safety, well-being, and permanency of children in foster care and strengthen the legal and judicial system including:

- Developing automated information systems to track cases and measure performance;
- Improving judicial competence and skills;
- Institutionalizing stronger links with child welfare agencies and community programs to improve coordination of services;
- Encouraging communication between, and cross-system training of, court and agency and court-appointed representatives of parents and children;
- Improving the amount and quality of legal representation for children, parents, and agencies; and
- Giving fairer treatment, notice, and consideration to all parties before the court.

Peoria County Treasurer agrees, by acceptance of this grant award, to abide by the following terms and conditions:

1. GRANTEE SERVICES:

- a. Grantee Name and Address:
Peoria County Treasurer
324 Main Street, Room 215
Peoria, IL 61602
- b. Grantee agrees to perform the following program activities (include recipient of services):
 - i. Continuation funding will support two full-time independent contractor attorneys who serve as appointed GALs.
- c. Identify Any Attachments To This Grant Agreement:
 - i. EXHIBIT A – Grant Proposal
 - ii. EXHIBIT B – Budget Summary and Narrative

2. PERIOD OF PERFORMANCE AND AWARD AMOUNT:

- a. The period of performance is from October 1, 2021 until September 30, 2022. Funds available under this grant agreement are a portion of the Federal Fiscal Year 2021 State Court Improvement Program Basic Grant (CFDA# 93.586) awarded to the AOIC by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. Use of these funds and reporting requirements are

subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program Basic Grant.

- b. The maximum amount available under this grant agreement is \$114,200.00. Disbursement of funds shall be consistent with Section 5 "Performance and Compensation." At the end of the period of performance, any remaining unexpended funds shall be returned to the AOIC within 45 days of the grant period ending, as provided in the Illinois Grants Recovery Act (30 ILCS 705 *et seq.*). A check for the total balance shall be made payable to the "State of Illinois Treasurer."
- c. Extension/renewal of this grant agreement will be subject to the availability of funds, performance, applicability to goals and objectives of the State Court Improvement Program, and the approval of the AOIC.
- d. Obligations of the Supreme Court of Illinois and the AOIC shall cease immediately if the U.S. Department of Health and Human Services fails to award or otherwise make available funds for this grant agreement within any fiscal year. The AOIC will use its best efforts to obtain sufficient funding to cover this agreement.
- e. The State may terminate this grant agreement, or any portion thereof, without notice or penalty.

3. BUDGET ADMINISTRATION:

- a. **Budget.** An approved line item budget, marked Exhibit B, is attached hereto and made part of this grant agreement. Allowable costs are limited to those items listed in the approved budget and may not exceed the total amount budgeted for each category of expense. Modifications in excess of ten percent of the project total which cause an increase and/or decrease in any line item, except equipment or indirect costs, must be requested in writing at least thirty (30) days in advance of the requested budget modification. Such requested modifications may not be made without the written authorization of the AOIC. This flexibility shall not be construed to allow the total budget for the project to exceed the total award.
- b. **Allowability of Costs.** Allowability of costs will be governed by the applicable Office of Management and Budget (OMB) circulars as noted in Section 15 of this agreement.
- c. **Supplanting.** The Grantee agrees that funds provided under this grant agreement shall be used exclusively for the purpose for which the grant was made and may not be reallocated in whole or in part for any other purposes, nor may grant funds replace or allow for the release of grantee's funds for alternative uses. Funds awarded through this grant may not be used to supplant other State or local funds, which were already being used for similar purposes. Grantee further agrees and certifies that the financial assistance provided by the Administration for Children and Families through the AOIC, for the specified activities to be performed under this agreement will be in addition to, and not in substitution for, comparable activities previously carried on without federal assistance.
- d. **Procurement.** Procurement will be governed by applicable OMB circulars as noted in Section 15 of this agreement.
- e. **Subcontracting/Subgranting.** Subcontracting/Subgranting is not allowed without prior authorization of the Supreme Court of Illinois or the AOIC. All subcontractors/subgrantees used and amounts paid to each must be disclosed. All subcontractors/subgrantees must comply with the terms and conditions set forth herein for the Grantee.

4. ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:

- a. The Grantee, and any subcontractor or subgrantee, as applicable, agree that the Supreme Court of Illinois, the Illinois Auditor General, the Illinois Attorney General, the U.S. Department of Health and Human Services, the U.S. Comptroller General, or any person or entity so authorized by them, shall have the right to examine any records which relate to this grant agreement.
- b. The Grantee and any subcontractor or subgrantee, as applicable, shall maintain, for a minimum of 3 years from the later of the date of final payment under the agreement or completion of the agreement, adequate books, records, and supporting documents to verify the amounts, eligible recipients, and uses of all disbursements of funds passing in conjunction with this agreement. The 3 year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code). The agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the parties listed in subsection a of Section 4. The Grantee and any subcontractor or subgrantee, as applicable, agrees to cooperate fully and to provide full access to all relevant materials. The Grantee and any subcontractor or subgrantee, as applicable, shall be responsible for keeping proper, complete, and accurate accounting records of all grant funds. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and Judicial Branch Procurement Code. State and Grantee/subcontractor/subgrantee agree that any of Grantee's records which have the potential for identifying individuals who have sought or received assistance through the Grantee/subcontractor/subgrantee are private and confidential and are additionally subject to the confidentiality provisions of Rule 1.6 (d) and (e) of the Supreme Court of Illinois' Rules of Professional Conduct. Further, pursuant to 30 ILCS 5/6-1, "confidential records disclosed to the Office of the Auditor General shall be subject to the same legal confidentiality and protective restrictions in the Office of the Auditor General as such records and information have in the hands of the official authorized custodian."

5. PERFORMANCE AND COMPENSATION:

- a. The parties agree to the program activities and grant funding amounts delineated herein. Grantees or subgrantees must obtain prior written approval from the AOIC for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval), need to extend the period of availability of the funds, or changes in key persons in cases where specified in the proposal. In research projects, a change in the project director or principle investigator shall always require approval.
- b. In accordance with Department of Treasury regulations , 31 CFR Part 205, the Grantee agrees to limit requests to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate cash needs necessary to carry out programs funded through this award. Failure to adhere to these requirements may cause suspension of the grant funds.
- c. Advance requests for CIP funds shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds should be requested at least four weeks prior to the Grantee's anticipated date of expenditure to allow the AOIC time to process the request.
- d. Requests for CIP funds on a reimbursement basis shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds may be requested up to 90 days following the end of the grant funding period.
- e. Requests for funds shall be reviewed for compliance with this agreement and any applicable federal and state laws and regulations. Upon satisfactory review, the request shall be approved by the AOIC. Funds will not be disbursed until all outstanding program and financial reports described in Section 6 of this agreement are received by the AOIC.

6. REPORTING REQUIREMENTS:

a. **Quarterly Reports.** The Grantee must submit quarterly reports to the AOIC as a condition of this agreement. These reports shall be due as follows:

Quarterly Reports	Reporting Period	Due Date
First Quarter	October 1, 2021 – December 31, 2021	January 31, 2022
Second Quarter	January 1, 2022 – March 31, 2022	April 29, 2022
Third Quarter	April 1, 2022 – June 30, 2022	July 29, 2022
Fourth/Final Quarter	July 1, 2022 – September 30, 2022	October 31, 2022

b. Each quarterly report shall be on such forms as prescribed by the AOIC, and shall include, at a minimum, the following information:

- i. A narrative description of the project activities and services performed during the reporting period, including a description of how those activities/services furthered or accomplished the goals set forth in the grant agreement;
- ii. A summary of any significant problem areas that occurred during the reporting period and how those problems were/will be resolved;
- iii. If applicable, an outline of project activities/services planned for the upcoming reporting period;
- iv. A fiscal report, on such forms as prescribed by the AOIC, providing quarterly and cumulative expenditure amounts, quarterly and cumulative match generated (if applicable), and ending cash balance during the reporting period;
- v. The final quarterly report shall also include a cumulative description of all project activities and services performed during the grant period, and shall also include a description of the quantitative accomplishments which were achieved for each function or activity performed during the project. When accomplishments cannot be quantified by activity or function, they should be listed in chronological order to show the schedule of accomplishments;
- vi. Any additional programmatic or fiscal information, as requested by the AOIC.

c. **Compensation for Personnel Services Form.** If CIP funds will be used for personnel costs, the Grantee shall submit written certification and payroll documentation of personnel costs to the AOIC as a condition of this agreement. This documentation shall be on such forms as prescribed by the AOIC, and shall be due as follows:

	Reporting Frequency	Due Date
Educational Institutions	Annually	With 4 th Quarter Report
State and Local Governments	Semi-Annually	With 2 nd and 4 th Quarter Reports
Not-for-Profit	Per pay period	With each Quarterly Report

d. **Closeout Requirements.** Grantees that satisfy the requirements set forth in this Agreement shall receive written notification from the AOIC that the agreement is closed in good standing.

7. MONITORING: The AOIC shall monitor the activities under this grant agreement and the expenditure of the funds. Monitoring of the activities and expenditures under this grant agreement may include reviews of fiscal and program reports; site visits which may include reviews of relevant documents and observation of project or service activities; and any other procedures deemed necessary by the Administrative Office to determine the Grantee and subcontractor/subgrantee, as applicable, has complied with this grant agreement. The AOIC is responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to assure compliance

with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity (*See* 45 CFR 92.40).

8. LIABILITY AND INSURANCE:

- a. The State does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee. The State will not indemnify or hold harmless any Grantee for claims based on the State's use of Grantee-provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Grantee shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Grantee. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, the Grantee shall carry workers' compensation insurance, if applicable, in amounts required by law.
- b. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the AOIC and indemnifies and holds the AOIC harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the AOIC.
- c. The State may self-insure against any and all risks.

9. GOVERNING LAW: This grant agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this grant agreement, shall be governed by the laws of the State of Illinois. The validity of this grant agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this grant agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 *et seq.*).

10. ENTIRE AGREEMENT: Except as provided in Section 11, this grant agreement, including any addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. INCORPORATIONS: Unless specifically excluded by mention, the following documents are incorporated by reference herein:

- a. All approved grant proposals, application narratives, and budget summaries submitted to the AOIC by Grantee in connection with this grant agreement;
- b. All forms and documents listed or attached herein as exhibits.

12. SEVERABILITY: If any provision of this grant agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

13. MODIFICATIONS: Any modification, change, or amendment subsequent to the execution of this grant agreement may be made only by an instrument in writing executed and signed by the parties.

14. WAIVER: The failure of any party to enforce any provision of this grant agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

15. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:

- a. **Federal Rules and Regulations.** The Grantee acknowledges that all State Court Improvement Program funds are subject to and Grantee agrees to abide by and comply with all applicable federal rules and regulations, including but not limited to:
- i. **2 CFR Part 200:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. **2 CFR Part 225:** Cost Principles for State, Local and Indian Tribal Governments;
 - iii. **2 CFR Part 376:** Nonprocurement Debarment and Suspension;
 - iv. **45 CFR Part 16:** Procedures of the Departmental Grant Appeals Board;
 - v. **45 CFR Part 30:** Claims Collection;
 - vi. **45 CFR Part 80:** Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - vii. **45 CFR Part 81:** Practice and Procedure for Hearings under Part 80 of this Title;
 - viii. **45 CFR Part 84:** Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - ix. **45 CFR Part 86:** Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - x. **45 CFR Part 87:** Equal Treatment for Faith-Based Organizations;
 - xi. **45 CFR Part 91:** Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - xii. **45 CFR Part 92:** Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;
 - xiii. **45 CFR Part 93:** New Restrictions on Lobbying;
 - xiv. **45 CFR Part 95, Subpart E:** Cost Allocation Plans;
 - xv. **45 CFR 100.12:** How may a State simplify, consolidate, or substitute federally required state plans?
 - xvi. All applicable agency guidance documents issued by the U.S. Office of Management and Budget.
 - xvi. All applicable Program Instructions, Information Memoranda, Technical Bulletins or other agency guidance documents issued by the U.S. Department of Health & Human Services Administration for Children & Families relative to the State Court Improvement Program.
- b. **Disclosure Requirements.** As stated in Section 508 of Public Law 103-333, in press releases, statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:
- i. the percentage of the total costs of the program or project which will be financed with Federal money;

- ii. the dollar amount of Federal funds for the project or program; and
 - iii. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- c. **Purchase of American-Made Products and Equipment.** As stated in Section 507 of Public Law 103-333, to the greatest extent practicable, all equipment and products purchased with funds made available by this grant agreement should be American made.
- d. **Smoking Prohibitions.** The Grantee must comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 U.S. C. §7183), and the Grantee under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the federal government, either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contract programs. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Grantee further agrees that the above language will be included in any subcontracts/subgrants which contain provisions for children’s services and that all subcontractors/subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- e. **Religious Activity Prohibitions.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, Grantee must take steps to separate, in time or location, their inherently religious activities from the services funded under this program (*See* 45 CFR Part 87).
- f. **Lobbying Prohibitions.** Federal grant funds provided under these awards may not be used by the Grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (*See* 45 CFR Part 93).
- g. **Human Trafficking Provisions.** This grant agreement is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. § 7104) and Grantee acknowledges that this grant agreement may be subject to termination or any other remedial actions authorized under 22 U.S.C. § 7104b(c), if the Grantee, or any subgrantee or subcontractor, as applicable, engages in, or uses labor recruiters, brokers, or other agents who engage in:
- i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of the grant, contract, or cooperative agreement; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents.
 - 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the

- end of employment if requested by the employee, unless—
- A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
 - B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 4. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- h. **Transparency Act Requirements.** Awards under these programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
- i. **Debarred and Suspended Parties.** By signing and submitting this Agreement, the Grantee and any subgrantee at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" (See 45 CFR 92.35).
- j. **Copyrights.** The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:
- i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.
- k. **Energy Conservation.** The Grantee and its employees and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency contained in the Energy Conservation Act (20 ILCS 1115/1 *et seq.*) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- l. **Clean Air Act and Federal Water Pollution Control Act.** The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Health and Human Services and the Regional Office of the Environmental Protection Agency (EPA).
- m. **Non-Discrimination.** The Grantee and its employees and subcontractors/subgrantees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with

Disabilities Act, and rules applicable to each.

- n. **Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Grantee under this agreement, the Grantee agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Illinois Department of Labor (*See* 820 ILCS 130/0.01 *et seq.*).
- o. **Sexual Harassment.** The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Grantee's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.

16. CERTIFICATIONS:

- a. **Conflict of Interest.** Grantee certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Grantee further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Grantee certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. (*See* Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
- b. **Bid-rigging or Bid-rotating.** The Grantee certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (*See* 720 ILCS 5/33E-3, 33E-4).
- c. **Educational Loan Default.** If the Grantee is an individual, he or she certifies that he or she is not in default on an educational loan (*See* 5 ILCS 385/3).
- d. **Anti-bribery.** The Grantee certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a Grantee, subgrantee or subcontractor from entering into a contract with a State agency if the Grantee/subgrantee/subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Grantee/subgrantee/subcontractor has made an admission of guilt of such conduct which is a matter of record. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- e. **International Anti-Boycott Certification.** The Grantee certifies that neither the Grantee nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- f. **Legal Status Disclosure.** Under penalties of perjury, the Grantee certifies that the name, taxpayer identification number, and legal status listed below are correct.

Grantee and/or Business Name: Peoria County Treasurer

Taxpayer Identification Number or SSN: 37-6001763

(If the Grantee is an individual, enter the Grantee name and Social Security Number as it appears on the Grantee's Social Security Card. If the Grantee is a sole proprietorship, enter the owner's name followed by the name of the business and the owners' Social Security Number. For all other entities, enter the Grantee's name as it appears on the Application for Employer's Identification Number and the Employer's Identification Number.)

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
 - D = disregarded entity
 - C = corporation
 - P = partnership
- Other: _____

- g. **Debt Delinquency.** Grantee certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if the grantee knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee is determined to be delinquent in the payment of any debt to the State during the term of the grant.
- h. **Collection and Remittance of Illinois Use Tax.** Grantee certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.
- i. **Prohibition of Goods Produced By Forced Labor.** Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the grant

agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (*See* 30 ILCS 583/10).

- j. **Prohibited Bidders and Contractors.** Grantee, and all subcontractors subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the bid or contract. Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- k. **Corporate Accountability.** Grantee certifies that this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 et seq.) which requires development assistance agreements to contain specific recapture provisions. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- l. **Environmental Protection Violations.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act (415 ILCS 5/1 et seq.) for a period of five years from the date of the order. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- m. **Prohibition of Goods Produced by Child Labor.** 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 12 (*See* 30 ILCS 584/10).
- n. **Registration as a Business Entity.** Grantee certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- o. **Felons.** Grantee certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- p. **Drug Free Workplace:** If the Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the Grantee certifies that the Grantee will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4). If the Grantee is a corporation, partnership, or other entity with 25 or more employees, the Grantee agrees that it will provide a drug free workplace by:
 - i. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Grantee's workplace;
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition;

3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will abide the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - ii. Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
 - iii. Providing a copy of the statement required by Subsection (i) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - iv. Notifying the contracting or granting agency within 10 days after receiving notice under Subsection (i)(3) above from an employee or otherwise receiving actual notice of such conviction.
 - v. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (360 ILCS 580/5).
 - vi. 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.
 - vii. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

17. NOTICES: Notices to the Grantee shall be sent to the addresses listed in paragraph 1a on page one. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488, Attn: CIP Grants Program Developer.

18. SIGNATURE: Grantee certifies under oath that: all information in this grant agreement is true and correct to the best of grantee's knowledge, information and belief; and that the funds shall be used only for the purposes described in the grant agreement. Grantee acknowledges that the award of grant funds is conditioned upon such certification.

The undersigned person signing this agreement on behalf of grantee affirms, under penalties of perjury, that he or she is authorized to execute the certifications contained herein on behalf of the designated party (Grantee) to this agreement.

Administrative Office of the Illinois Courts

Peoria County Treasurer

Signature

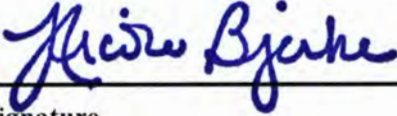
Kara McCaffrey

Type/Print Name

Asst. Director, Administrative Services Division

Type/Print Title

Date



Signature

Nicole Bjerke

Type/Print Name

Peoria County Treasurer

Type/Print Title

09/13/21

Date

** A copy of the Judicial Branch Procurement Code is available at www.illinoiscourts.gov/procurement.

I. Executive Summary:

Peoria county implemented our new GAL model on October 1, 2019, after receiving approval of the CIP grant award. On January 1, 2020, a new judicial officer began his assignment to cover all JA proceedings. At that time, he scheduled a meeting with all courtroom stakeholders to review current processes and implemented some new courtroom protocols. However, before these changes could be fully implemented, the coronavirus pandemic shutdown the regular operations of the courts on March 19, 2020. During the shutdown, only emergency matters were scheduled to be heard and all JA proceedings were continued.

On May 1, 2020, the judge began holding remote review hearings with court stakeholders and all trials on matters of substance were rescheduled for a later date when in-person hearings were permitted to be held. On June 1, 2020, the Peoria county courthouse reopened with limited in-person proceedings. All JA proceedings began in-person proceedings on July 1, 2020. During September, 2020, there was another surge in the number of COVID-19 positivity rates across the State, which required to court to return to all remote hearing status.

The COVID-19 pandemic continues to interrupt the juvenile abuse and neglect court proceedings and our ability to assess the effectiveness of the changes that have been implemented to the GAL program. We are seeking a continuation of the CIP funding to support the GAL model change for another year.

II. Program/Issue Narrative:

In 2019, the total number of new case filings reached 469. In 2020, there were a total of 574 new cases filed. It is important to note that the current average pending caseload for each full-time GAL is 384 for one and the other is at 493. This is a reduction from the 576 cases for each GAL in 2020.

We are currently projecting 500+ new case filings in 2021 and we have closed 229 cases so far this year.

Program Goal: The goal of the program is to provide two (2) full-time, and additional part-time, contractual GALs that are experienced, dedicated and will have the benefit of an established time schedule to have meaningful in-court and out-of-court interactions with minors in care and others in the community. As we are recovering from the pandemic, the statistical information above provides support for the continuation of the FT GAL program.

- A. Activities:** We will continue to meet quarterly with GALs, review and monitor caseload statistics, and further develop processes utilizing CASA volunteers that may provide information that will assist the GALs with their representation of the best interests of all minors in the juvenile court system.
- B. Anticipated Outcomes:** We anticipate that by providing continuity of GALs, timeliness to adjudication hearings and overall case permanency will improve.
- C. Method of Evaluation:** Prepare and review the following monthly:
 - Active Case List, including title, type, age, attorneys or firms, next scheduled event date, and time since last activity with the ability to sort and filter on any field;

- Critical Case List. Listing of cases by type which are near or have exceeded timelines established by the Juvenile Court Act and federal law;
 - Court performance trend data including JA filings and dispositions monthly/quarterly/annually.
- D. Continuous Quality Improvement (CQI):** Continue to participate in the CPDC project and create statistical reports through our case management system that will assist with meeting our objectives as stated above.
- E. Sustainability Plan:** Requests for future funding will be pursued through the Peoria county budget process and/or all other possible funding sources available, i.e. VOCA funds, if/when they are released.

BUDGET SUMMARY

Applicant Name Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County
 Project Name Peoria County Guardian ad Litem Project

Budget Line Items	Requested CIP Funds	Match Funds	Total Budget
Example: Travel	\$75,000	\$25,000	\$100,000
Personnel			0.00
Fringe Benefits			0.00
Contractual	108,650.00	37,147.00	145,797.00
Travel		700.00	700.00
Supplies			0.00
Equipment			0.00
Other	500.00		500.00
Total Direct Costs:	109,150.00	37,847.00	146,997.00
Indirect Costs: (Rate: 10 %)	5,050.00	220.00	5,270.00
Total Direct + Indirect Costs:	114,200.00	38,067.00	152,267.00

Indirect Costs: Indirect cost rates are only allowable if the Grantee has a current and documented federally approved indirect cost rate or a provisional letter from a cognizant federal agency that applies during the term of this agreement. Appropriate documentation must be attached to apply an indirect cost rate. If the indirect cost rate has not been approved, costs must be budgeted in the direct cost line items.

* The Budget Summary amounts must equal the total of each line item presented in the Budget Narrative.

Source of Match	Amount	
Example: County Budget	\$4,000	Personnel Salary
County Budget	35,647.00	GAL Contractual Services
County Budget	1,500.00	Conference Registrations Fees
County Budget	700.00	Travel & Hotel
County Budget	220.00	Facilities & Administrative Costs
Total Match Contribution:	38,067.00	

BUDGET NARRATIVE

Applicant Name Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County

Project Name Peoria County Guardian ad Litem Project

Note: If this form does not provide adequate space, please attach additional sheets.

Personnel: Indicate the name of the employee (if available) and their position name/title, project duties and responsibilities, percentage of full time equivalent (FTE), hours worked per week on which FTE is based, annual salary, and the budget amount. *(Note: Final personnel costs charged to this agreement must reflect actual contract activity of each employee, account for total activity for which the employee is compensated, be reported at least monthly coinciding with one or more pay periods, and be signed by the employee and supervisory official having first hand knowledge of the work performed by the employee).*

Employee Name (if available) and Position Name/Title	Project Duties and Responsibilities	% FTE	Average Work Hrs. Per Week	Annual Salary	Budget Amount
TOTAL PERSONNEL:					\$0.00

Fringe Benefits: Indicate the name of the employee (if available) and their position name/title, benefit type, benefit rate, and the budget amount for each project personnel.

Employee Name (if available) and Position Name/Title	Benefit Type	Benefit Rate	Budget Amount
TOTAL FRINGE BENEFITS:			\$0.00

Contractual: For each product/service, itemize its purpose, quantity, unit cost, and budget amount. Subcontracts are subject to federal guidelines and require prior Administrative Office of the Illinois Courts approval. To the extent possible, procurement must demonstrate full and open competition. Travel costs, as a part of the sub-contract, are subject to applicable state rates. Food and beverage costs must meet the provisions of the federal guidelines.

Product/Service	Purpose	Quantity	Unit Cost	Budget Amount
Contract Attorney	Represent minors in JA cases	1	56200	56,200.00
Contract Attorney	Represent minors in JA cases	1	52450	52,450.00
TOTAL CONTRACTUAL:				\$ 108,650.00

Travel: For each travel expense, itemize the traveler, activity/event, expense type (i.e., mileage, lodging, per diem/meal allowance, ground transportation, airfare, etc.), calculation, and budget amount. All travel is subject to applicable State rates per mile; \$7 per quarter or \$28 per day; and lodging at the rate determined for the geographic area. Out of state travel requires prior approval from the Administrative Office of the Illinois Courts.

Traveler	Activity/Gxgpv	Expense Type	Calculation	Budget Amount
TOTAL TRAVEL:				\$ 0.00

Supplies: For each commodity, itemize the purpose, quantity, unit cost, and budget amount. Unit cost must be less than \$5,000 per item. To the extent possible, commodities purchased should be made in America (Section 507, P.L. 103-333).

Item	Purpose	Quantity	Unit Cost	Budget Amount
TOTAL SUPPLIES:				\$ 0.00

Equipment: List each equipment item, its purpose, quantity, unit cost, and budget total. Unit costs must be at least \$5,000. Changes to this budget line require prior approval from the Administrative Office of the Illinois Courts. To the extent possible, equipment purchased should be made in America (Section 507, P.L. 103-333).

Item	Purpose	Quantity	Unit Cost	Budget Total
TOTAL EQUIPMENT:				\$ 0.00

Other: For costs not specifically identified above, list its purpose, quantity, unit cost, and budget total.

Item	Purpose	Quantity	Unit Cost	Budget Total
Continuing Education	Annual GAL Certification Course	2	250	500.00
TOTAL OTHER:				\$ 500.00

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: September 28, 2021

LINE ITEM: **Revenue:** 001-1-009-1-194-33400--\$6,753.00

Expense: 001-1-009-1-194-52352-- \$6,753.00

Revenue: 048-2-048-3-334-33400--\$34,273.00

Expense: 048-2-048-3-334-51040-- \$32,173.00

Expense: 048-2-048-3-334-51510-- \$ 2,100.00

ISSUE: Approval and Appropriation of FFY21 State Court Improvement Program COVID-19 Grant for the Peoria County Remote Juvenile Court Project

BACKGROUND/DISCUSSION:

The Peoria County Treasurer, on behalf of the Tenth Judicial Circuit, was awarded a State Court Improvement Program Grant for the period of **September 1, 2021 through September 30, 2022** in the amount of **\$41,026.00**. All funds available under this grant agreement are a portion of the Federal Fiscal Year 2021 State Court Improvement-Program COVID-19 Grant (CFDA#93.586) awarded to the Administrative Office of the Illinois Courts (AOIC) by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families.

The purpose of this grant is to create a secure remote hearing site for juvenile abuse and neglect court hearings at the Peoria County Juvenile Detention Center due to the ongoing COVID-19 pandemic. Specifically, the funding will be used to hire two part-time remote hearing officers and to purchase two laptops and a smartboard to facilitate the Zoom meeting sessions.

Grant revenues and expenses will be recorded in both Court Administration's General Fund budget and in the Juvenile Detention Center's Special Revenue Fund budget. Grant funding will reimburse the county for all employee fringe benefit costs and indirect costs at the 10% de minimis rate.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve the FFY21 State Court Improvement Program COVID-19 Grant for the Peoria County Remote Juvenile Court Project and authorize a FY21 budget amendment to recognize \$41,026 in spending authority and revenues.

COMMITTEE ACTION:

Approved 9/28/21 (7-0 votes) Mr. Elsasser voted aye via teleconference;
Ms. Bryant absent

PREPARED BY: Jennifer Shadid, Chief Financial Officer for the Courts

DEPARTMENT: Court Administration

DATE: September 13, 2021

Administrative Office of the Illinois Courts**State Court Improvement Program
Grant Award Agreement**

This Agreement is entered into by the Administrative Office of the Illinois Courts, hereinafter referred to as "AOIC", and Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County, hereinafter referred to as the "Grantee", for the Peoria County Remote Juvenile Court project.

The Court Improvement Program (CIP), is administered by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, pursuant to Part B of Title IV of the Social Security Act (42 U.S.C. §620 *et seq.*). Projects funded with CIP grant funds must address court reform issues that will improve the safety, well-being, and permanency of children in foster care and strengthen the legal and judicial system including:

- Developing automated information systems to track cases and measure performance;
- Improving judicial competence and skills;
- Institutionalizing stronger links with child welfare agencies and community programs to improve coordination of services;
- Encouraging communication between, and cross-system training of, court and agency and court-appointed representatives of parents and children;
- Improving the amount and quality of legal representation for children, parents, and agencies; and
- Giving fairer treatment, notice, and consideration to all parties before the court.

Peoria County Treasurer agrees, by acceptance of this grant award, to abide by the following terms and conditions:

1. GRANTEE SERVICES:

- a. Grantee Name and Address:
Peoria County Treasurer
324 Main Street, Rm 215
Peoria, IL 61602
- b. Grantee agrees to perform the following program activities (include recipient of services):
 - i. Salary support and supplies to create a secure remote hearing site for juvenile abuse and neglect court hearings at the Peoria County Juvenile Detention Center.
- c. Identify Any Attachments To This Grant Agreement:
 - i. EXHIBIT A – Grant Proposal
 - ii. EXHIBIT B – Budget Summary and Narrative

2. PERIOD OF PERFORMANCE AND AWARD AMOUNT:

- a. The period of performance is from September 1, 2021 until September 30, 2022. Funds available under this grant agreement are a portion of the Federal Fiscal Year 2021 State Court Improvement Program COVID-19 Grant (CFDA# 93.586) awarded to the AOIC by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. Use of these funds and reporting requirements

are subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program COVID-19 Grant.

- b. The maximum amount available under this grant agreement is \$41,026.00. Disbursement of funds shall be consistent with Section 5 "Performance and Compensation." At the end of the period of performance, any remaining unexpended funds shall be returned to the AOIC within 45 days of the grant period ending, as provided in the Illinois Grants Recovery Act (30 ILCS 705 *et seq.*). A check for the total balance shall be made payable to the "State of Illinois Treasurer."
- c. Extension/renewal of this grant agreement will be subject to the availability of funds, performance, applicability to goals and objectives of the State Court Improvement Program, and the approval of the AOIC.
- d. Obligations of the Supreme Court of Illinois and the AOIC shall cease immediately if the U.S. Department of Health and Human Services fails to award or otherwise make available funds for this grant agreement within any fiscal year. The AOIC will use its best efforts to obtain sufficient funding to cover this agreement.
- e. The State may terminate this grant agreement, or any portion thereof, without notice or penalty.

3. BUDGET ADMINISTRATION:

- a. **Budget.** An approved line item budget, marked Exhibit B, is attached hereto and made part of this grant agreement. Allowable costs are limited to those items listed in the approved budget and may not exceed the total amount budgeted for each category of expense. Modifications in excess of ten percent of the project total which cause an increase and/or decrease in any line item, except equipment or indirect costs, must be requested in writing at least thirty (30) days in advance of the requested budget modification. Such requested modifications may not be made without the written authorization of the AOIC. This flexibility shall not be construed to allow the total budget for the project to exceed the total award.
- b. **Allowability of Costs.** Allowability of costs will be governed by the applicable Office of Management and Budget (OMB) circulars as noted in Section 15 of this agreement.
- c. **Supplanting.** The Grantee agrees that funds provided under this grant agreement shall be used exclusively for the purpose for which the grant was made and may not be reallocated in whole or in part for any other purposes, nor may grant funds replace or allow for the release of grantee's funds for alternative uses. Funds awarded through this grant may not be used to supplant other State or local funds, which were already being used for similar purposes. Grantee further agrees and certifies that the financial assistance provided by the Administration for Children and Families through the AOIC, for the specified activities to be performed under this agreement will be in addition to, and not in substitution for, comparable activities previously carried on without federal assistance.
- d. **Procurement.** Procurement will be governed by applicable OMB circulars as noted in Section 15 of this agreement.
- e. **Subcontracting/Subgranting.** Subcontracting/Subgranting is not allowed without prior authorization of the Supreme Court of Illinois or the AOIC. All subcontractors/subgrantees used and amounts paid to each must be disclosed. All subcontractors/subgrantees must comply with the terms and conditions set forth herein for the Grantee.

4. ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:

- a. The Grantee, and any subcontractor or subgrantee, as applicable, agree that the Supreme Court of Illinois, the Illinois Auditor General, the Illinois Attorney General, the U.S. Department of Health and Human Services, the U.S. Comptroller General, or any person or entity so authorized by them, shall have the right to examine any records which relate to this grant agreement.
- b. The Grantee and any subcontractor or subgrantee, as applicable, shall maintain, for a minimum of 3 years from the later of the date of final payment under the agreement or completion of the agreement, adequate books, records, and supporting documents to verify the amounts, eligible recipients, and uses of all disbursements of funds passing in conjunction with this agreement. The 3 year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code). The agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the parties listed in subsection a of Section 4. The Grantee and any subcontractor or subgrantee, as applicable, agrees to cooperate fully and to provide full access to all relevant materials. The Grantee and any subcontractor or subgrantee, as applicable, shall be responsible for keeping proper, complete, and accurate accounting records of all grant funds. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and Judicial Branch Procurement Code. State and Grantee/subcontractor/subgrantee agree that any of Grantee's records which have the potential for identifying individuals who have sought or received assistance through the Grantee/subcontractor/subgrantee are private and confidential and are additionally subject to the confidentiality provisions of Rule 1.6 (d) and (e) of the Supreme Court of Illinois' Rules of Professional Conduct. Further, pursuant to 30 ILCS 5/6-1, "confidential records disclosed to the Office of the Auditor General shall be subject to the same legal confidentiality and protective restrictions in the Office of the Auditor General as such records and information have in the hands of the official authorized custodian."

5. PERFORMANCE AND COMPENSATION:

- a. The parties agree to the program activities and grant funding amounts delineated herein. Grantees or subgrantees must obtain prior written approval from the AOIC for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval), need to extend the period of availability of the funds, or changes in key persons in cases where specified in the proposal. In research projects, a change in the project director or principle investigator shall always require approval.
- b. In accordance with Department of Treasury regulations, 31 CFR Part 205, the Grantee agrees to limit requests to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate cash needs necessary to carry out programs funded through this award. Failure to adhere to these requirements may cause suspension of the grant funds.
- c. Advance requests for CIP funds shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds should be requested at least four weeks prior to the Grantee's anticipated date of expenditure to allow the AOIC time to process the request.
- d. Requests for CIP funds on a reimbursement basis shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds may be requested up to 90 days following the end of the grant funding period.
- e. Requests for funds shall be reviewed for compliance with this agreement and any applicable federal and state laws and regulations. Upon satisfactory review, the request shall be approved by the AOIC. Funds will not be disbursed until all outstanding program and financial reports described in Section 6 of this agreement are received by the AOIC.

6. REPORTING REQUIREMENTS:

- a. **Quarterly Reports.** The Grantee must submit quarterly reports to the AOIC as a condition of this agreement. These reports shall be due as follows:

Quarterly Reports	Reporting Period	Due Date
Fourth Quarter	July 1, 2021 – September 30, 2021	October 30, 2021
First Quarter	October 1, 2021 – December 31, 2021	January 31, 2022
Second Quarter	January 1, 2022 – March 31, 2022	April 29, 2022
Third Quarter	April 1, 2022 – June 30, 2022	July 29, 2022
Fourth/Final Quarter	July 1, 2022 – September 30, 2022	October 31, 2022

- b. Each quarterly report shall be on such forms as prescribed by the AOIC, and shall include, at a minimum, the following information:
- i. A narrative description of the project activities and services performed during the reporting period, including a description of how those activities/services furthered or accomplished the goals set forth in the grant agreement;
 - ii. A summary of any significant problem areas that occurred during the reporting period and how those problems were/will be resolved;
 - iii. If applicable, an outline of project activities/services planned for the upcoming reporting period;
 - iv. A fiscal report, on such forms as prescribed by the AOIC, providing quarterly and cumulative expenditure amounts, quarterly and cumulative match generated (if applicable), and ending cash balance during the reporting period;
 - v. The final quarterly report shall also include a cumulative description of all project activities and services performed during the grant period, and shall also include a description of the quantitative accomplishments which were achieved for each function or activity performed during the project. When accomplishments cannot be quantified by activity or function, they should be listed in chronological order to show the schedule of accomplishments;
 - vi. Any additional programmatic or fiscal information, as requested by the AOIC.
- c. **Compensation for Personnel Services Form.** If CIP funds will be used for personnel costs, the Grantee shall submit written certification and payroll documentation of personnel costs to the AOIC as a condition of this agreement. This documentation shall be on such forms as prescribed by the AOIC, and shall be due as follows:

	Reporting Frequency	Due Date
Educational Institutions	Annually	With 4 th Quarter Report
State and Local Governments	Semi-Annually	With 2 nd and 4 th Quarter Reports
Not-for-Profit	Per pay period	With each Quarterly Report

- d. **Closeout Requirements.** Grantees that satisfy the requirements set forth in this Agreement shall receive written notification from the AOIC that the agreement is closed in good standing.

7. **MONITORING:** The AOIC shall monitor the activities under this grant agreement and the expenditure of the funds. Monitoring of the activities and expenditures under this grant agreement may include reviews of fiscal and program reports; site visits which may include reviews of relevant documents and observation of project or service activities; and any other procedures deemed necessary by the Administrative Office to determine the Grantee and subcontractor/subgrantee, as applicable, has complied with this grant agreement. The AOIC is

responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to assure compliance with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity (See 45 CFR 92.40).

8. LIABILITY AND INSURANCE:

- a. The State does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee. The State will not indemnify or hold harmless any Grantee for claims based on the State's use of Grantee-provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Grantee shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Grantee. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, the Grantee shall carry workers' compensation insurance, if applicable, in amounts required by law.
- b. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the AOIC and indemnifies and holds the AOIC harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the AOIC.
- c. The State may self-insure against any and all risks.

9. GOVERNING LAW: This grant agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this grant agreement, shall be governed by the laws of the State of Illinois. The validity of this grant agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this grant agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 *et seq.*).

10. ENTIRE AGREEMENT: Except as provided in Section 11, this grant agreement, including any addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. INCORPORATIONS: Unless specifically excluded by mention, the following documents are incorporated by reference herein:

- a. All approved grant proposals, application narratives, and budget summaries submitted to the AOIC by Grantee in connection with this grant agreement;
- b. All forms and documents listed or attached herein as exhibits.

12. SEVERABILITY: If any provision of this grant agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

13. MODIFICATIONS: Any modification, change, or amendment subsequent to the execution of this grant agreement may be made only by an instrument in writing executed and signed by the parties.

14. WAIVER: The failure of any party to enforce any provision of this grant agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

15. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:

- a. **Federal Rules and Regulations.** The Grantee acknowledges that all State Court Improvement Program funds are subject to and Grantee agrees to abide by and comply with all applicable federal rules and regulations, including but not limited to:
- i. **2 CFR Part 200:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. **2 CFR Part 225:** Cost Principles for State, Local and Indian Tribal Governments;
 - iii. **2 CFR Part 376:** Nonprocurement Debarment and Suspension;
 - iv. **45 CFR Part 16:** Procedures of the Departmental Grant Appeals Board;
 - v. **45 CFR Part 30:** Claims Collection;
 - vi. **45 CFR Part 80:** Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - vii. **45 CFR Part 81:** Practice and Procedure for Hearings under Part 80 of this Title;
 - viii. **45 CFR Part 84:** Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - ix. **45 CFR Part 86:** Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - x. **45 CFR Part 87:** Equal Treatment for Faith-Based Organizations;
 - xi. **45 CFR Part 91:** Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - xii. **45 CFR Part 92:** Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;
 - xiii. **45 CFR Part 93:** New Restrictions on Lobbying;
 - xiv. **45 CFR Part 95, Subpart E:** Cost Allocation Plans;
 - xv. **45 CFR 100.12:** How may a State simplify, consolidate, or substitute federally required state plans?
 - xvi. All applicable agency guidance documents issued by the U.S. Office of Management and Budget.
 - xvi. All applicable Program Instructions, Information Memoranda, Technical Bulletins or other agency guidance documents issued by the U.S. Department of Health & Human Services Administration for Children & Families relative to the State Court Improvement Program.
- b. **Disclosure Requirements.** As stated in Section 508 of Public Law 103-333, in press releases, statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:
- i. the percentage of the total costs of the program or project which will be financed with Federal money;

- ii. the dollar amount of Federal funds for the project or program; and
 - iii. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- c. **Purchase of American-Made Products and Equipment.** As stated in Section 507 of Public Law 103-333, to the greatest extent practicable, all equipment and products purchased with funds made available by this grant agreement should be American made.
- d. **Smoking Prohibitions.** The Grantee must comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 U.S. C. §7183), and the Grantee under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the federal government, either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contract programs. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Grantee further agrees that the above language will be included in any subcontracts/subgrants which contain provisions for children's services and that all subcontractors/subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- e. **Religious Activity Prohibitions.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, Grantee must take steps to separate, in time or location, their inherently religious activities from the services funded under this program (*See* 45 CFR Part 87).
- f. **Lobbying Prohibitions.** Federal grant funds provided under these awards may not be used by the Grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (*See* 45 CFR Part 93).
- g. **Human Trafficking Provisions.** This grant agreement is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. § 7104) and Grantee acknowledges that this grant agreement may be subject to termination or any other remedial actions authorized under 22 U.S.C. § 7104b(c), if the Grantee, or any subgrantee or subcontractor, as applicable, engages in, or uses labor recruiters, brokers, or other agents who engage in:
- i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of the grant, contract, or cooperative agreement; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
 - 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the

end of employment if requested by the employee, unless—

- A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
 - B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 4. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- li. **Transparency Act Requirements.** Awards under these programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsrs.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
 - i. **Debarred and Suspended Parties.** By signing and submitting this Agreement, the Grantee and any subgrantee at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" (See 45 CFR 92.35).
 - j. **Copyrights.** The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.
 - k. **Energy Conservation.** The Grantee and its employees and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency contained in the Energy Conservation Act (20 ILCS 1115/1 *et seq.*) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - l. **Clean Air Act and Federal Water Pollution Control Act.** The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Health and Human Services and the Regional Office of the Environmental Protection Agency (EPA).
 - m. **Non-Discrimination.** The Grantee and its employees and subcontractors/subgrantees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with

Disabilities Act, and rules applicable to each.

- n. **Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Grantee under this agreement, the Grantee agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Illinois Department of Labor (*See* 820 ILCS 130/0.01 *et seq.*).
- o. **Sexual Harassment.** The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Grantee's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.

16. CERTIFICATIONS:

- a. **Conflict of Interest.** Grantee certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Grantee further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Grantee certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. (*See* Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
- b. **Bid-rigging or Bid-rotating.** The Grantee certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (*See* 720 ILCS 5/33E-3, 33E-4).
- c. **Educational Loan Default.** If the Grantee is an individual, he or she certifies that he or she is not in default on an educational loan (*See* 5 ILCS 385/3).
- d. **Anti-bribery.** The Grantee certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a Grantee, subgrantee or subcontractor from entering into a contract with a State agency if the Grantee/subgrantee/subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Grantee/subgrantee/subcontractor has made an admission of guilt of such conduct which is a matter of record. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- e. **International Anti-Boycott Certification.** The Grantee certifies that neither the Grantee nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- f. **Legal Status Disclosure.** Under penalties of perjury, the Grantee certifies that the name, taxpayer identification number, and legal status listed below are correct.

Grantee and/or Business Name: Peoria County Treasurer

Taxpayer Identification Number or SSN: 37-6001763

(If the Grantee is an individual, enter the Grantee name and Social Security Number as it appears on the Grantee's Social Security Card. If the Grantee is a sole proprietorship, enter the owner's name followed by the name of the business and the owners' Social Security Number. For all other entities, enter the Grantee's name as it appears on the Application for Employer's Identification Number and the Employer's Identification Number.)

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity**
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
 - D = disregarded entity
 - C = corporation
 - P = partnership
- Other: _____

- g. **Debt Delinquency.** Grantee certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if the grantee knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee is determined to be delinquent in the payment of any debt to the State during the term of the grant.
- h. **Collection and Remittance of Illinois Use Tax.** Grantee certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.
- i. **Prohibition of Goods Produced By Forced Labor.** Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the grant

agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (*See* 30 ILCS 583/10).

- j. **Prohibited Bidders and Contractors.** Grantee, and all subcontractors subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the bid or contract. Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- k. **Corporate Accountability.** Grantee certifies that this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 et seq.) which requires development assistance agreements to contain specific recapture provisions. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- l. **Environmental Protection Violations.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act (415 ILCS 5/1 et seq.) for a period of five years from the date of the order. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- m. **Prohibition of Goods Produced by Child Labor.** 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 12 (*See* 30 ILCS 584/10).
- n. **Registration as a Business Entity.** Grantee certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- o. **Felons.** Grantee certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- p. **Drug Free Workplace:** If the Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the Grantee certifies that the Grantee will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4). If the Grantee is a corporation, partnership, or other entity with 25 or more employees, the Grantee agrees that it will provide a drug free workplace by:
 - i. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Grantee's workplace;
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition;

3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will abide the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
 - ii. Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
 - iii. Providing a copy of the statement required by Subsection (i) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - iv. Notifying the contracting or granting agency within 10 days after receiving notice under Subsection (i)(3) above from an employee or otherwise receiving actual notice of such conviction.
 - v. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (360 ILCS 580/5).
 - vi. 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.
 - vii. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*
17. **NOTICES:** Notices to the Grantee shall be sent to the addresses listed in paragraph 1a on page one. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488, Attn: CIP Grants Program Developer.
18. **SIGNATURE:** Grantee certifies under oath that: all information in this grant agreement is true and correct to the best of grantee's knowledge, information and belief; and that the funds shall be used only for the purposes described in the grant agreement. Grantee acknowledges that the award of grant funds is conditioned upon such certification.

The undersigned person signing this agreement on behalf of grantee affirms, under penalties of perjury, that he or she is authorized to execute the certifications contained herein on behalf of the designated party (Grantee) to this agreement.

Administrative Office of the Illinois Courts

Quinn M. Burke CHIEF JUSTICE

Peoria County Treasurer

Kara McCaffrey

Signature

Kara McCaffrey

Type/Print Name

Asst. Director, Administrative Services Division

Type/Print Title

8/17/2021

Date

Nicole Bjerke

Signature

Nicole Bjerke

Type/Print Name

Treasurer

Type/Print Title

8/17/21

Date

** A copy of the Judicial Branch Procurement Code is available at www.illinoiscourts.gov/procurement.

STATE OF ILLINOIS
CIRCUIT COURT
TENTH JUDICIAL CIRCUIT

KATHERINE S. GORMAN
Chief Circuit Judge



PEORIA COUNTY COURTHOUSE
324 Main Street - Room 215
Peoria, Illinois 61602-1363

**Proposal Summary and Program Narrative Information for the
Illinois Court Improvement Program Covid-19 Supplemental Funding
(FFY2021)
Remote Juvenile Court Project**

Executive Summary:

The purpose of this request is to create a secure remote hearing site for juvenile abuse and neglect court hearings. Due to the COVID-19 pandemic, the Peoria County Juvenile Detention Center (PCJDC) started to accommodate virtual and remote court hearings on March 20, 2020. Initially, this was intended to be a temporary setup, as no one at that time, knew how long the pandemic would last. Budgets were tight and resources were scarce. Now, 14 months later, the PCJDC is the physical courtroom setting for most of the Peoria's Juvenile Abuse and Neglect Cases, Permanency, and Shelter Care hearings, as well as Juvenile Delinquency hearings. Outside parties that would normally report to a traditional Courthouse and courtroom are now ordered to report to the PCJDC for a hearing. In most cases, the judge, court reporter, attorneys, DCFS caseworkers, and court appointed advocates are all off-site and the hearings are completed via Zoom. The children and families arrive at PCJDC and are greeted by one of our staff for a Covid-19 Health Screening and a quick security check. The Juvenile Court judge is requesting this process be maintained indefinitely.

Problem/Issue:

The Peoria County Juvenile Detention Center (PCJDC) is a 63-bed facility located in Peoria, Illinois that statutorily holds youth aged 10 to 17. Various sections of the physical building at the Peoria County Juvenile Detention Center serve as a remote courtroom location during the COVID-19 global pandemic. This has increased the need for upgrading technology equipment, additional COVID-19 mitigation measures, and properly remote hearing licensees.

On March 20, 2020, the Governor of Illinois issued an Executive Order (EXECUTIVE ORDER 2020-10) in response to COVID-19. At this time, immediate action was deployed by the Peoria County Juvenile Detention Center in response to COVID-19. The following mitigation efforts were implemented:

- Self-assessment of the physical plant and facility practices were completed to examine what steps were needed to efficiently prevent the spread of a virus such as COVID-19. A multidisciplinary team including medical staff and members of management conducted the assessment.
- All non-essential employees were sent home and required to work remotely if possible. Many of these workers were later placed on un-paid furlough/ temporary lay-off status.
- The facility Superintendent immediately coordinated access to PPE through Peoria County EMA.
- The facility coordinated with Court Services and the Juvenile Judge to conduct virtual court hearings as much as possible.

Facility procedural changes to the intake process and visitation were necessary in efforts to prevent the exposure of COVID-19 in the building. In-person resident visitation was limited to professional visits (i.e.: attorney, probation officer, therapists, etc.). Almost all visits occur with the use of remote technology using laptops and Zoom. The facility has implemented other preventive measures in hopes of mitigating the possibility of exposure. The implementation of handwashing stations was a necessary means of providing visitors for court the ability to perform proper hand hygiene and mitigate the virus from entering the facility. In addition to the rented handwashing station placed in our intake area, another handwashing station was purchased for the lobby vestibule to request all staff and visitors to wash their hands prior to entering the building.

On June 1, 2020, an updated Administrative Order was signed by the Chief Judge of the Tenth Judicial Circuit. The updated Administrative Order was in reference to various Orders of the Illinois Supreme Court, all dealing with the global COVID-19 pandemic, and after consultations/input from various local justice partners, including but not limited to local health departments, State's Attorney, Public Defenders, County Administration, Sheriff's Department, Jury administrators, Circuit Clerk, bar association officer(s). Since that time, Courtrooms in the 10th Judicial Circuit reopened for limited court business. The goal was to have a minimal number of members of the public in the courtrooms. Remote hearings were expected to be conducted with increased frequency via phone and video conference.

While both the Peoria County Juvenile Delinquency Courtroom and the Juvenile Abuse and Neglect Courtroom lowered the number of members of the public entering the courthouse, the number of members of the public increased at the Juvenile Detention Center. While following all recommendations, requests, and Administrative orders, adopting the increased use of remote video technology poses a major staffing challenge. A staff member is required to check in visitors, attorneys, counselors, court appointed advocates, families, and juveniles for court appearances several times per day. Just as a bailiff or Court Security Officer would complete this task while entering a traditional courtroom. This staff member is also ensuring that all persons entering the facility wash their hands and complete a health screening with a temperature check. The video court hearing via Zoom still requires an additional staff to assist with facilitating the actual court proceedings. In certain situations, it may require even a third staff to monitor the

court proceedings on the secure side of the Juvenile Detention Center, as a secured juvenile shall not be left alone with a laptop.

Program Description:

As outlined in the budget narrative, many of the preventative measures the facility would like to make permanent are not possible without grant funding. Two part-time grant funded Remote Hearing Officers are necessary to assist with our current remote hearing process. The requested amount of grant funding would cover the implementation of two laptops with docking stations, one Smart Board, and three thermal imaging metal detectors for visitors. The funds will provide the courts an additional option for when, where and how Juvenile Court is conducted in the future. It would provide the community a safer environment while enhancing attorney client communication. Grant funds would also cover the cost of new metal detectors for additional Covid-19 risk mitigation practices, using a thermal imaging feature. This feature is designed for fast and cost-effective screening operations. It has simultaneous threat and fever detection. The Juvenile Detention Center is not equipped with an armed Court Security Officer like a traditional Courthouse Juvenile Courtroom setting.

Project Goals:

Our main goal is to enhance the newly required remote hearing process, while ensuring the health and safety of children, residents, court appointed advocates, attorneys, and Court Services staff. Utilizing two part-time Remote Hearing Officers rather than one full-time officer assists with shift-relief factor and will provide adequate remote hearing coverage.

Activities:

Two part-time grant-funded Remote Hearing Officers will assist with our current remote hearing process. These positions will check in all visitors and verify they are on the electronic Court dockets. They will also, ensure that all visitors pass through the requested metal detectors, and are scanned with the requested wand (P240 Wand). Once a health screening is complete, the thermal camera records a visitor's temperature and the Remote Hearing Officers will initiate the Remote Court Hearing using the proper Zoom Business License as requested. These positions will use the requested Smart Board during the remote hearing for better audio/visual communication.

Anticipated Outcomes:

Our anticipated outcome is to improve the quality of our remote court hearing process. Utilizing the requested part-time Remote Hearing Officers, we will have improved communication and access for children, families, and court appointed advocates. Utilizing the additional Zoom licenses, laptops, and smart board, will allow for more effective and private attorney and family communication without a remote judicial officer present. This is aimed to improve the overall quality and efficiency of the remote court hearing process.

Metal detectors with thermal imaging will act as an additional COVID-19 mitigation effort to reduce the spread and transmission of COVID-19. This feature will take the body temperature of any visitor that passes through the Metal Detector via a built-in thermal camera.

Method of Evaluation:

While awaiting records at the conclusion of every court hearing (i.e.; petitions, court orders, permanency orders, etc.), all participants will receive a survey to provide feedback on how we can improve the process. The part-time Remote Hearing Officers will gather demographic and statistical information regarding court hearings, dates, times, length of hearing, and any technology concerns or issues.

Continuous Quality Improvement (CQI)

A commitment to continuous quality improvement is needed both to ensure that our interventions are replicated with fidelity and to assess quality assurance. Court Administration, the Juvenile Judge and other regular courtroom participants will meet quarterly and review the statistics and demographic information gathered by the part-time Remote Hearing Officers. All survey recommendations will be reviewed to assist with developing a more effective policy and practice during this quarterly meeting. Data will be examined with considerations of any short-term conditions and any long-term trends.

BUDGET SUMMARY

Applicant Name Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County
 Project Name Peoria County Remote Juvenile Courts

Budget Line Items	Requested CIP Funds	Match Funds	Total Budget
Example: Travel	\$75,000	\$25,000	\$100,000
Personnel	26,274.00		26,274.00
Fringe Benefits	4,884.00		4,884.00
Contractual			0.00
Travel			0.00
Supplies	6,138.00		6,138.00
Equipment			0.00
Other			0.00
Total Direct Costs:	37,296.00	0.00	37,296.00
Indirect Costs: (Rate: 10 %)	3,730.00		3,730.00
Total Direct + Indirect Costs:	41,026.00	0.00	41,026.00

Indirect Costs: Indirect cost rates are only allowable if the Grantee has a current and documented federally approved indirect cost rate or a provisional letter from a cognizant federal agency that applies during the term of this agreement. Appropriate documentation must be attached to apply an indirect cost rate. If the indirect cost rate has not been approved, costs must be budgeted in the direct cost line items.

* The Budget Summary amounts must equal the total of each line item presented in the Budget Narrative.

Source of Match	Amount	
Example: County Budget	\$4,000	Personnel Salary
Total Match Contribution:	0.00	

BUDGET NARRATIVE

Applicant Name Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County
 Project Name Peoria County Remote Juvenile Courts

Note: If this form does not provide adequate space, please attach additional sheets.

Personnel: Indicate the name of the employee (if available) and their position name/title, project duties and responsibilities, percentage of full time equivalent (FTE), hours worked per week on which FTE is based, annual salary, and the budget amount. *(Note: Final personnel costs charged to this agreement must reflect actual contract activity of each employee, account for total activity for which the employee is compensated, be reported at least monthly coinciding with one or more pay periods, and be signed by the employee and supervisory official having first hand knowledge of the work performed by the employee).*

Employee Name (if available) and Position Name/Title	Project Duties and Responsibilities	% FTE	Average Work Hrs. Per Week	Annual Salary	Budget Amount
Remote Hearing Officer	Remote hearings	.50	17	13,137.00	13,137.00
Remote Hearing Officer	Remote hearings	.50	17	13,137.00	13,137.00
TOTAL PERSONNEL:					\$26,274.00

Fringe Benefits: Indicate the name of the employee (if available) and their position name/title, benefit type, benefit rate, and the budget amount for each project personnel.

Employee Name (if available) and Position Name/Title	Benefit Type	Benefit Rate	Budget Amount
Remote Hearing Officer	Unemploy, Liability, FICA, Medicare	18.59	2,442.00
Remote Hearing Officer	Unemploy, Liability, FICA, Medicare	18.59	2,442.00
TOTAL FRINGE BENEFITS:			\$4,884.00

Contractual: For each product/service, itemize its purpose, quantity, unit cost, and budget amount. Subcontracts are subject to federal guidelines and require prior Administrative Office of the Illinois Courts approval. To the extent possible, procurement must demonstrate full and open competition. Travel costs, as a part of the sub-contract, are subject to applicable state rates. Food and beverage costs must meet the provisions of the federal guidelines.

Product/Service	Purpose	Quantity	Unit Cost	Budget Amount
TOTAL CONTRACTUAL:				\$ 0.00

Travel: For each travel expense, itemize the traveler, activity/event, expense type (i.e., mileage, lodging, per diem/meal allowance, ground transportation, airfare, etc.), calculation, and budget amount. All travel is subject to applicable State rates per mile; \$7 per quarter or \$28 per day; and lodging at the rate determined for the geographic area. Out of state travel requires prior approval from the Administrative Office of the Illinois Courts.

Traveler	Activity/Event	Expense Type	Calculation	Budget Amount
TOTAL TRAVEL:				\$ 0.00

Supplies: For each commodity, itemize the purpose, quantity, unit cost, and budget amount. Unit cost must be less than \$5,000 per item. To the extent possible, commodities purchased should be made in America (Section 507, P.L. 103-333).

Item	Purpose	Quantity	Unit Cost	Budget Amount
Laptop	Court hearings	2	1141	2,282.00
Smart Board	Court hearings	1	3225	3,225.00
Smart Flat Panel Cart	Court hearings	1	631	631.00
TOTAL SUPPLIES:				\$ 6,138.00

Equipment: List each equipment item, its purpose, quantity, unit cost, and budget total. Unit costs must be at least \$5,000. Changes to this budget line require prior approval from the Administrative Office of the Illinois Courts. To the extent possible, equipment purchased should be made in America (Section 507, P.L. 103-333).

Item	Purpose	Quantity	Unit Cost	Budget Total
TOTAL EQUIPMENT:				\$ 0.00

Other: For costs not specifically identified above, list its purpose, quantity, unit cost, and budget total.

Item	Purpose	Quantity	Unit Cost	Budget Total
TOTAL OTHER:				\$ 0.00

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval and Appropriation of FFY21 State Court Improvement Program COVID-19 Grant for the Peoria County Remote Juvenile Court Project

RESOLUTION

WHEREAS, the Tenth Judicial Circuit applied for a FFY21 State Court Improvement Program COVID-19 Grant for the Peoria County Remote Juvenile Court Project; and

WHEREAS, the County of Peoria acts as fiscal agent for the Tenth Judicial Circuit; and

WHEREAS, the Tenth Judicial Circuit received notification they had been awarded an FFY21 State Court Improvement Program COVID-19 Grant for the Peoria County Remote Juvenile Court Project for the term of September 1, 2021 through September 30, 2022, in the amount of Forty-One Thousand Twenty-Six dollars (\$41,026.00); and

WHEREAS, the funds will be used to create a secure remote hearing site for juvenile abuse and neglect court hearings at the Peoria County Juvenile Detention Center due to the ongoing COVID-19 pandemic; and

WHEREAS, your Committee would recommend the County act as fiscal agent for this grant and appropriate additional funds to the following line items in the County's **FY'21** budget:

Revenue: 001-1-009-1-194-33400--\$6,753.00
Expense: 001-1-009-1-194-52352-- \$6,753.00

Revenue: 048-2-048-3-334-33400--\$34,273.00
Expense: 048-2-048-3-334-51040-- \$32,173.00
Expense: 048-2-048-3-334-51510-- \$ 2,100.00

NOW THEREFORE BE IT RESOLVED by the County Board of Peoria County, that it will act as fiscal agent for the FFY21 State Court Improvement Program COVID-19 Grant for the Peoria County Remote Juvenile Court Project and will appropriate these funds for FY 2021 in the amount of Forty-One Thousand Twenty-Six dollars (\$41,026.00) as set forth in this Resolution.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee
Date: September 28, 2021

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: September 28, 2021

ISSUE: Approval of FFY21 State Court Improvement Program Grant Award for the Peoria County Child Protection Data Courts Project

BACKGROUND/DISCUSSION:

The Peoria County Treasurer, on behalf of the Tenth Judicial Circuit, was awarded a State Court Improvement Program Grant for the period of **October 1, 2021 through September 30, 2022** in the amount of **\$10,558.00**. All funds available under this grant agreement are a portion of the Federal Fiscal Year 2021 State Court Improvement-Data Grant (CFDA#93.586) awarded to the Administrative Office of the Illinois Courts (AOIC) by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. The purpose of this grant is to perform services related to the Child Protection Data Courts Project which includes data collection/reporting related to Juvenile Abuse and Neglect cases and holding meetings to improve coordination and communication among child protection court stakeholders.

No budget amendment is necessary as sufficient funding has already been requested and appropriated. No matching funds are required and an indirect cost rate of 10% is included in the grant.

COUNTY BOARD GOALS:



HIGH PERFORMANCE PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approval to enter into a Grant Award Agreement for the FFY21 State Court Improvement Program Grant for the Peoria County Child Protection Data Courts Project

COMMITTEE ACTION:

Approved 9/28/21 (6-0 votes) Mr. Elsasser absent for vote; Ms. Bryant absent

PREPARED BY: Jennifer Shadid, Chief Financial Officer for the Courts

DEPARTMENT: Court Administration

DATE: September 16, 2021

Administrative Office of the Illinois Courts



State Court Improvement Program Grant Award Agreement

This Agreement is entered into by the Administrative Office of the Illinois Courts, hereinafter referred to as “AOIC”, and Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County, hereinafter referred to as the “Grantee”, for the Child Protection Data Courts (CPDC) project.

The Court Improvement Program (CIP), is administered by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families, pursuant to Part B of Title IV of the Social Security Act (42 U.S.C. §620 *et seq.*). Projects funded with CIP grant funds must address court reform issues that will improve the safety, well-being, and permanency of children in foster care and strengthen the legal and judicial system including:

- Developing automated information systems to track cases and measure performance;
- Improving judicial competence and skills;
- Institutionalizing stronger links with child welfare agencies and community programs to improve coordination of services;
- Encouraging communication between, and cross-system training of, court and agency and court-appointed representatives of parents and children;
- Improving the amount and quality of legal representation for children, parents, and agencies; and
- Giving fairer treatment, notice, and consideration to all parties before the court.

Peoria County Treasurer agrees, by acceptance of this grant award, to abide by the following terms and conditions:

1. GRANTEE SERVICES:

- a. Grantee Name and Address:
 - i. Peoria County Treasurer
324 Main St., Room G15
Peoria, IL 61602
- b. Grantee agrees to perform the following program activities (include recipient of services):
 - i. Continuation funding will support local data collection and data-related activities, local CPDC team meetings and annual networking meeting.
- c. Identify Any Attachments To This Grant Agreement:
 - i. EXHIBIT A – Statement of Commitment
 - ii. EXHIBIT B – Budget Summary and Narrative

2. PERIOD OF PERFORMANCE AND AWARD AMOUNT:

- a. The period of performance is from October 1, 2021 until September 30, 2022. Funds available under this grant agreement are a portion of the Federal Fiscal Year 2021 State Court Improvement Program Data Grant (CFDA# 93.586) awarded to the AOIC by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families. Use of these funds and reporting requirements are

subject to the guidelines set forth by the U.S. Department of Health and Human Services, Administration for Children, Youth, and Families under the State Court Improvement Program Data Grant.

- b. The maximum amount available under this grant agreement is \$10,558.00. Disbursement of funds shall be consistent with Section 5 "Performance and Compensation." At the end of the period of performance, any remaining unexpended funds shall be returned to the AOIC within 45 days of the grant period ending, as provided in the Illinois Grants Recovery Act (30 ILCS 705 *et seq.*). A check for the total balance shall be made payable to the "State of Illinois Treasurer."
- c. Extension/renewal of this grant agreement will be subject to the availability of funds, performance, applicability to goals and objectives of the State Court Improvement Program, and the approval of the AOIC.
- d. Obligations of the Supreme Court of Illinois and the AOIC shall cease immediately if the U.S. Department of Health and Human Services fails to award or otherwise make available funds for this grant agreement within any fiscal year. The AOIC will use its best efforts to obtain sufficient funding to cover this agreement.
- e. The State may terminate this grant agreement, or any portion thereof, without notice or penalty.

3. BUDGET ADMINISTRATION:

- a. **Budget.** An approved line item budget, marked Exhibit B, is attached hereto and made part of this grant agreement. Allowable costs are limited to those items listed in the approved budget and may not exceed the total amount budgeted for each category of expense. Modifications in excess of ten percent of the project total which cause an increase and/or decrease in any line item, except equipment or indirect costs, must be requested in writing at least thirty (30) days in advance of the requested budget modification. Such requested modifications may not be made without the written authorization of the AOIC. This flexibility shall not be construed to allow the total budget for the project to exceed the total award.
- b. **Allowability of Costs.** Allowability of costs will be governed by the applicable Office of Management and Budget (OMB) circulars as noted in Section 15 of this agreement.
- c. **Supplanting.** The Grantee agrees that funds provided under this grant agreement shall be used exclusively for the purpose for which the grant was made and may not be reallocated in whole or in part for any other purposes, nor may grant funds replace or allow for the release of grantee's funds for alternative uses. Funds awarded through this grant may not be used to supplant other State or local funds, which were already being used for similar purposes. Grantee further agrees and certifies that the financial assistance provided by the Administration for Children and Families through the AOIC, for the specified activities to be performed under this agreement will be in addition to, and not in substitution for, comparable activities previously carried on without federal assistance.
- d. **Procurement.** Procurement will be governed by applicable OMB circulars as noted in Section 15 of this agreement.
- e. **Subcontracting/Subgranting.** Subcontracting/Subgranting is not allowed without prior authorization of the Supreme Court of Illinois or the AOIC. All subcontractors/subgrantees used and amounts paid to each must be disclosed. All subcontractors/subgrantees must comply with the terms and conditions set forth herein for the Grantee.

4. ACCOUNTING, RECORD RETENTION, AND RIGHT TO AUDIT:

- a. The Grantee, and any subcontractor or subgrantee, as applicable, agree that the Supreme Court of Illinois, the Illinois Auditor General, the Illinois Attorney General, the U.S. Department of Health and Human Services, the U.S. Comptroller General, or any person or entity so authorized by them, shall have the right to examine any records which relate to this grant agreement.
- b. The Grantee and any subcontractor or subgrantee, as applicable, shall maintain, for a minimum of 3 years from the later of the date of final payment under the agreement or completion of the agreement, adequate books, records, and supporting documents to verify the amounts, eligible recipients, and uses of all disbursements of funds passing in conjunction with this agreement. The 3 year period shall be extended for the duration of any audit in progress at the time of that period's expiration (Section 20-65 of the Judicial Branch Procurement Code). The agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the parties listed in subsection a of Section 4. The Grantee and any subcontractor or subgrantee, as applicable, agrees to cooperate fully and to provide full access to all relevant materials. The Grantee and any subcontractor or subgrantee, as applicable, shall be responsible for keeping proper, complete, and accurate accounting records of all grant funds. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State and Judicial Branch Procurement Code. State and Grantee/subcontractor/subgrantee agree that any of Grantee's records which have the potential for identifying individuals who have sought or received assistance through the Grantee/subcontractor/subgrantee are private and confidential and are additionally subject to the confidentiality provisions of Rule 1.6 (d) and (e) of the Supreme Court of Illinois' Rules of Professional Conduct. Further, pursuant to 30 ILCS 5/6-1, "confidential records disclosed to the Office of the Auditor General shall be subject to the same legal confidentiality and protective restrictions in the Office of the Auditor General as such records and information have in the hands of the official authorized custodian."

5. PERFORMANCE AND COMPENSATION:

- a. The parties agree to the program activities and grant funding amounts delineated herein. Grantees or subgrantees must obtain prior written approval from the AOIC for any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval), need to extend the period of availability of the funds, or changes in key persons in cases where specified in the proposal. In research projects, a change in the project director or principle investigator shall always require approval.
- b. In accordance with Department of Treasury regulations , 31 CFR Part 205, the Grantee agrees to limit requests to draw Federal funds to the minimum amount needed and to time the request in accordance with the actual, immediate cash needs necessary to carry out programs funded through this award. Failure to adhere to these requirements may cause suspension of the grant funds.
- c. Advance requests for CIP funds shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds should be requested at least four weeks prior to the Grantee's anticipated date of expenditure to allow the AOIC time to process the request.
- d. Requests for CIP funds on a reimbursement basis shall be submitted in writing on the form entitled *Request for Disbursement of Grant Funds*. Funds may be requested up to 90 days following the end of the grant funding period.
- e. Requests for funds shall be reviewed for compliance with this agreement and any applicable federal and state laws and regulations. Upon satisfactory review, the request shall be approved by the AOIC. Funds will not be disbursed until all outstanding program and financial reports described in Section 6 of this agreement are received by the AOIC.

6. REPORTING REQUIREMENTS:

- a. **Quarterly Reports.** The Grantee must submit quarterly reports to the AOIC as a condition of this agreement. These reports shall be due as follows:

Quarterly Reports	Reporting Period	Due Date
First Quarter	October 1, 2021 – December 31, 2021	January 31, 2022
Second Quarter	January 1, 2022 – March 31, 2022	April 29, 2022
Third Quarter	April 1, 2022 – June 30, 2022	July 29, 2022
Fourth/Final Quarter	July 1, 2022 – September 30, 2022	October 31, 2022

- b. Each quarterly report shall be on such forms as prescribed by the AOIC, and shall include, at a minimum, the following information:
- i. A narrative description of the project activities and services performed during the reporting period, including a description of how those activities/services furthered or accomplished the goals set forth in the grant agreement;
 - ii. A summary of any significant problem areas that occurred during the reporting period and how those problems were/will be resolved;
 - iii. If applicable, an outline of project activities/services planned for the upcoming reporting period;
 - iv. A fiscal report, on such forms as prescribed by the AOIC, providing quarterly and cumulative expenditure amounts, quarterly and cumulative match generated (if applicable), and ending cash balance during the reporting period;
 - v. The final quarterly report shall also include a cumulative description of all project activities and services performed during the grant period, and shall also include a description of the quantitative accomplishments which were achieved for each function or activity performed during the project. When accomplishments cannot be quantified by activity or function, they should be listed in chronological order to show the schedule of accomplishments;
 - vi. Any additional programmatic or fiscal information, as requested by the AOIC.

- c. **Compensation for Personnel Services Form.** If CIP funds will be used for personnel costs, the Grantee shall submit written certification and payroll documentation of personnel costs to the AOIC as a condition of this agreement. This documentation shall be on such forms as prescribed by the AOIC, and shall be due as follows:

	Reporting Frequency	Due Date
Educational Institutions	Annually	With 4 th Quarter Report
State and Local Governments	Semi-Annually	With 2 nd and 4 th Quarter Reports
Not-for-Profit	Per pay period	With each Quarterly Report

- d. **Closeout Requirements.** Grantees that satisfy the requirements set forth in this Agreement shall receive written notification from the AOIC that the agreement is closed in good standing.

7. MONITORING: The AOIC shall monitor the activities under this grant agreement and the expenditure of the funds. Monitoring of the activities and expenditures under this grant agreement may include reviews of fiscal and program reports; site visits which may include reviews of relevant documents and observation of project or service activities; and any other procedures deemed necessary by the Administrative Office to determine the Grantee and subcontractor/subgrantee, as applicable, has complied with this grant agreement. The AOIC is responsible for monitoring grant, sub-grant/sub-recipient and contract supported activities to assure compliance

with Federal requirements and that performance goals are being achieved. Grantee monitoring must cover each program, function and activity (*See* 45 CFR 92.40).

8. LIABILITY AND INSURANCE:

- a. The State does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee. The State will not indemnify or hold harmless any Grantee for claims based on the State's use of Grantee-provided goods or services. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. The Grantee shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of the Grantee. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. In addition, the Grantee shall carry workers' compensation insurance, if applicable, in amounts required by law.
- b. In those instances in which a temporary employee is utilized, the temporary employment agency bears sole responsibility for workers' compensation insurance coverage for temporary employees furnished to the AOIC and indemnifies and holds the AOIC harmless from any judgment, finding, or assessment of liability under the Workers' Compensation Act or the laws of Illinois for injuries suffered by a temporary employee furnished to the AOIC.
- c. The State may self-insure against any and all risks.

9. GOVERNING LAW: This grant agreement and any agreement, including maintenance, service or other subsequent agreements that might result from this grant agreement, shall be governed by the laws of the State of Illinois. The validity of this grant agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claim against the State arising out of this grant agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1 *et seq.*).

10. ENTIRE AGREEMENT: Except as provided in Section 11, this grant agreement, including any addenda and exhibits, constitutes the entire agreement between the parties with respect to the same subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

11. INCORPORATIONS: Unless specifically excluded by mention, the following documents are incorporated by reference herein:

- a. All approved grant proposals, application narratives, and budget summaries submitted to the AOIC by Grantee in connection with this grant agreement;
- b. All forms and documents listed or attached herein as exhibits.

12. SEVERABILITY: If any provision of this grant agreement should be found illegal, invalid, or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

13. MODIFICATIONS: Any modification, change, or amendment subsequent to the execution of this grant agreement may be made only by an instrument in writing executed and signed by the parties.

14. WAIVER: The failure of any party to enforce any provision of this grant agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

15. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS:

- a. **Federal Rules and Regulations.** The Grantee acknowledges that all State Court Improvement Program funds are subject to and Grantee agrees to abide by and comply with all applicable federal rules and regulations, including but not limited to:
- i. **2 CFR Part 200:** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - ii. **2 CFR Part 225:** Cost Principles for State, Local and Indian Tribal Governments;
 - iii. **2 CFR Part 376:** Nonprocurement Debarment and Suspension;
 - iv. **45 CFR Part 16:** Procedures of the Departmental Grant Appeals Board;
 - v. **45 CFR Part 30:** Claims Collection;
 - vi. **45 CFR Part 80:** Nondiscrimination Under Programs Receiving Federal Assistance through the Department of Health and Human Services, Effectuation of Title VI of the Civil Rights Act of 1964;
 - vii. **45 CFR Part 81:** Practice and Procedure for Hearings under Part 80 of this Title;
 - viii. **45 CFR Part 84:** Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance;
 - ix. **45 CFR Part 86:** Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefiting from Federal Financial Assistance;
 - x. **45 CFR Part 87:** Equal Treatment for Faith-Based Organizations;
 - xi. **45 CFR Part 91:** Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance;
 - xii. **45 CFR Part 92:** Uniform Administrative Requirements for Grants and Cooperative Agreements to State, and Local, and Tribal Governments;
 - xiii. **45 CFR Part 93:** New Restrictions on Lobbying;
 - xiv. **45 CFR Part 95, Subpart E:** Cost Allocation Plans;
 - xv. **45 CFR 100.12:** How may a State simplify, consolidate, or substitute federally required state plans?
 - xvi. All applicable agency guidance documents issued by the U.S. Office of Management and Budget.
 - xvi. All applicable Program Instructions, Information Memoranda, Technical Bulletins or other agency guidance documents issued by the U.S. Department of Health & Human Services Administration for Children & Families relative to the State Court Improvement Program.
- b. **Disclosure Requirements.** As stated in Section 508 of Public Law 103-333, in press releases, statements, requests for proposals, bid solicitations, and other documents describing projects, programs, or services funded in whole or in part with Federal money, Grantees receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:
- i. the percentage of the total costs of the program or project which will be financed with Federal money;

- ii. the dollar amount of Federal funds for the project or program; and
 - iii. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- c. **Purchase of American-Made Products and Equipment.** As stated in Section 507 of Public Law 103-333, to the greatest extent practicable, all equipment and products purchased with funds made available by this grant agreement should be American made.
- d. **Smoking Prohibitions.** The Grantee must comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 U.S. C. §7183), and the Grantee under this grant agreement hereby certifies such compliance. The Act requires that smoking not be permitted in any portion of any indoor facility owned, leased, or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by the federal government, either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contract programs. The law does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Grantee further agrees that the above language will be included in any subcontracts/subgrants which contain provisions for children’s services and that all subcontractors/subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.
- e. **Religious Activity Prohibitions.** Direct federal grants, sub-awards, or contracts under this program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, Grantee must take steps to separate, in time or location, their inherently religious activities from the services funded under this program (*See* 45 CFR Part 87).
- f. **Lobbying Prohibitions.** Federal grant funds provided under these awards may not be used by the Grantee or any sub-grantee to support lobbying activities to influence proposed or pending Federal legislation or appropriations. This prohibition is related to the use of Federal grant funds and is not intended to affect an individual's right or that of any organization, to petition Congress, or any other level of Government, through the use of other resources. (*See* 45 CFR Part 93).
- g. **Human Trafficking Provisions.** This grant agreement is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 U.S.C. § 7104) and Grantee acknowledges that this grant agreement may be subject to termination or any other remedial actions authorized under 22 U.S.C. § 7104b(c), if the Grantee, or any subgrantee or subcontractor, as applicable, engages in, or uses labor recruiters, brokers, or other agents who engage in:
- i. Severe forms of trafficking in persons;
 - ii. The procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect;
 - iii. The use of forced labor in the performance of the grant, contract, or cooperative agreement; or
 - iv. Acts that directly support or advance trafficking in persons, including the following acts:
 - 1. Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee’s identity or immigration documents.
 - 2. Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the

- end of employment if requested by the employee, unless—
- A. exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, contract, or cooperative agreement; or
 - B. the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
3. Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
 4. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
 5. Providing or arranging housing that fails to meet the host country housing and safety standards.
- h. **Transparency Act Requirements.** Awards under these programs are included under the provisions of Public Law 109-282, the "Federal Funds Accountability and Transparency Act of 2006" (FFATA). Under this statute, the State is required to report information regarding executive compensation and all subgrants, contracts and subcontracts in excess of \$25,000 through the Federal Subaward Reporting System (<https://www.fsr.gov/>) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.
 - i. **Debarred and Suspended Parties.** By signing and submitting this Agreement, the Grantee and any subgrantee at any tier certifies that it is neither presently debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension" (See 45 CFR 92.35).
 - j. **Copyrights.** The U.S. Department of Health and Human Services reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for Federal government purposes:
 - i. The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
 - ii. Any rights of copyright to which a grantee, subgrantee, or contractor purchases ownership with grant support.
 - k. **Energy Conservation.** The Grantee and its employees and subcontractors agree to comply with mandatory standards and policies relating to energy efficiency contained in the Energy Conservation Act (20 ILCS 1115/1 *et seq.*) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
 - l. **Clean Air Act and Federal Water Pollution Control Act.** The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the U.S. Department of Health and Human Services and the Regional Office of the Environmental Protection Agency (EPA).
 - m. **Non-Discrimination.** The Grantee and its employees and subcontractors/subgrantees agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the United States Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with

Disabilities Act, and rules applicable to each.

- n. **Prevailing Wage.** If the Prevailing Wage Act is applicable to any service provided by the Grantee under this agreement, the Grantee agrees to comply with the provisions of the Act, and be responsible for obtaining any periodic revisions to the wage rates from the Illinois Department of Labor (*See* 820 ILCS 130/0.01 *et seq.*).
- o. **Sexual Harassment.** The Grantee shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) Grantee's internal complaint process including penalties; (v) the legal resource, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). A copy of the policies shall be provided to the Department upon request.

16. CERTIFICATIONS:

- a. **Conflict of Interest.** Grantee certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. The Grantee further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, the Grantee certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. (*See* Section 50-13 of the Judicial Branch Procurement Code (same as Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
- b. **Bid-rigging or Bid-rotating.** The Grantee certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961 (*See* 720 ILCS 5/33E-3, 33E-4).
- c. **Educational Loan Default.** If the Grantee is an individual, he or she certifies that he or she is not in default on an educational loan (*See* 5 ILCS 385/3).
- d. **Anti-bribery.** The Grantee certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5)). Section 50-5 prohibits a Grantee, subgrantee or subcontractor from entering into a contract with a State agency if the Grantee/subgrantee/subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the Grantee/subgrantee/subcontractor has made an admission of guilt of such conduct which is a matter of record. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- e. **International Anti-Boycott Certification.** The Grantee certifies that neither the Grantee nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- f. **Legal Status Disclosure.** Under penalties of perjury, the Grantee certifies that the name, taxpayer identification number, and legal status listed below are correct.

Grantee and/or Business Name: Peoria County Treasurer

Taxpayer Identification Number or SSN: 37-6001763

(If the Grantee is an individual, enter the Grantee name and Social Security Number as it appears on the Grantee's Social Security Card. If the Grantee is a sole proprietorship, enter the owner's name followed by the name of the business and the owners' Social Security Number. For all other entities, enter the Grantee's name as it appears on the Application for Employer's Identification Number and the Employer's Identification Number.)

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Government entity
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust
- Limited Liability Company (select applicable tax classification)
 - D = disregarded entity
 - C = corporation
 - P = partnership
- Other: _____

- g. **Debt Delinquency.** Grantee certifies that he/she/it, and any affiliate, is not barred from being awarded a contract under Section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if the grantee knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt. Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee is determined to be delinquent in the payment of any debt to the State during the term of the grant.
- h. **Collection and Remittance of Illinois Use Tax.** Grantee certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a grantee from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Grantee further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the grant agreement void if this certification is false or if Grantee, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the grant.
- i. **Prohibition of Goods Produced By Forced Labor.** Grantee certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the grant

agreement have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (*See* 30 ILCS 583/10).

- j. **Prohibited Bidders and Contractors.** Grantee, and all subcontractors subject to section 20-120 of the Illinois Procurement Code, certify in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five years prior to the date of the bid or contract. Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- k. **Corporate Accountability.** Grantee certifies that this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 et seq.) which requires development assistance agreements to contain specific recapture provisions. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- l. **Environmental Protection Violations.** Grantee certifies that he/she/it is not barred from being awarded a contract under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act (415 ILCS 5/1 et seq.) for a period of five years from the date of the order. Grantee acknowledges that the AOIC Director may declare the contract void if this certification is false.
- m. **Prohibition of Goods Produced by Child Labor.** 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 12 (*See* 30 ILCS 584/10).
- n. **Registration as a Business Entity.** Grantee certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as Section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Grantee acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- o. **Felons.** Grantee certifies that it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a grantee from entering into a contract with a State agency if the grantee has been convicted of a felony and 5 years have not passed from the completion of the sentence for that felony. Grantee further acknowledges that the AOIC Director may declare the grant agreement void if this certification is false.
- p. **Drug Free Workplace:** If the Grantee is an individual, or an individual doing business in the form of a sole proprietorship, the Grantee certifies that the Grantee will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract (30 ILCS 580/4). If the Grantee is a corporation, partnership, or other entity with 25 or more employees, the Grantee agrees that it will provide a drug free workplace by:
 - i. Publishing a statement:
 - 1. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Grantee's workplace;
 - 2. Specifying the actions that will be taken against employees for violations of such prohibition;

3. Notifying the employee that, as a condition of employment on such contract or grant, the employee will abide the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- ii. Establishing a drug free awareness program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon an employee for drug violations.
- iii. Providing a copy of the statement required by Subsection (i) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- iv. Notifying the contracting or granting agency within 10 days after receiving notice under Subsection (i)(3) above from an employee or otherwise receiving actual notice of such conviction.
- v. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (360 ILCS 580/5).
- vi. 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.
- vii. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*

17. NOTICES: Notices to the Grantee shall be sent to the addresses listed in paragraph 1a on page one. Notices to the Administrative Office of the Illinois Courts shall be sent to: 3101 Old Jacksonville Road, Springfield, IL 62704-6488, Attn: CIP Grants Program Developer.

18. SIGNATURE: Grantee certifies under oath that: all information in this grant agreement is true and correct to the best of grantee's knowledge, information and belief; and that the funds shall be used only for the purposes described in the grant agreement. Grantee acknowledges that the award of grant funds is conditioned upon such certification.

The undersigned person signing this agreement on behalf of grantee affirms, under penalties of perjury, that he or she is authorized to execute the certifications contained herein on behalf of the designated party (Grantee) to this agreement.

Administrative Office of the Illinois Courts

Peoria County Treasurer

Signature

Kara McCaffrey

Type/Print Name

Asst. Director, Administrative Services Division

Type/Print Title

Date



Signature

Nicole Bjerke

Type/Print Name

Peoria County Treasurer

Type/Print Title

9/16/2021

Date

** A copy of the Judicial Branch Procurement Code is available at www.illinoiscourts.gov/procurement.



TENTH JUDICIAL CIRCUIT OF ILLINOIS

Rena' K. Parker
Court Administrator

324 Main Street - Room 215
Peoria County Courthouse
Peoria, Illinois 61602-1363
(309) 672-6088
Fax: (309) 672-6957

June 23, 2021

Ms. Samantha Willeford
CIP Grants Program Developer
Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, IL 62704

RE: Child Protection Data Courts Project

Dear Ms. Willeford:

Thank you for the opportunity to participate in the Child Protection Data Courts (CPDC) Project since 2013. With our prior involvement in NCSC's Reimagining Dependency Project and the acquisition/development of the automated data harvester, we've made great strides in improving the court process and enhancing permanency. We look forward to continuing this into the next grant term.

We have reviewed and coded a 50% sample of Juvenile Abuse & Neglect cases closed in 2020, which amounted to 231 cases, a new high since we started only using a sample. Courts' staff and the data coder also attended all quarterly Court Improvement Project & Permanency Enhancement meetings and the virtual meetings hosted by the AOIC in the fall of 2020. We are also continuing to make improvements to the automated data harvester, which is reducing the amount of time it takes the data coder to code cases. We are very pleased with everyone's commitment to the project and are hoping to continue receiving these grant funds.

Please do not hesitate to contact me should you have any questions regarding the attached budget request.

Sincerely,

Rena' K. Parker
Court Administrator
Enclosures

BUDGET SUMMARY

Applicant Name Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County
 Project Name Child Protection Data Courts Project

Budget Line Items	Requested CIP Funds	Match Funds	Total Budget
Example: Travel	\$75,000	\$25,000	\$100,000
Personnel			0.00
Fringe Benefits			0.00
Contractual	9,348.00		9,348.00
Travel	250.00		250.00
Supplies			0.00
Equipment			0.00
Other			0.00
Total Direct Costs:	9,598.00	0.00	9,598.00
Indirect Costs: (Rate: <u>10</u> %)	960.00		960.00
Total Direct + Indirect Costs:	10,558.00	0.00	10,558.00

Indirect Costs: Indirect cost rates are only allowable if the Grantee has a current and documented federally approved indirect cost rate or a provisional letter from a cognizant federal agency that applies during the term of this agreement. Appropriate documentation must be attached to apply an indirect cost rate. If the indirect cost rate has not been approved, costs must be budgeted in the direct cost line items.

* The Budget Summary amounts must equal the total of each line item presented in the Budget Narrative.

Source of Match	Amount	
Example: County Budget	\$4,000	Personnel Salary
Total Match Contribution:	0.00	

BUDGET NARRATIVE

Applicant Name Peoria County Treasurer on behalf of the Tenth Judicial Circuit: Peoria County

Project Name Child Protection Data Courts Project

Note: If this form does not provide adequate space, please attach additional sheets.

Personnel: Indicate the name of the employee (if available) and their position name/title, project duties and responsibilities, percentage of full time equivalent (FTE), hours worked per week on which FTE is based, annual salary, and the budget amount. *(Note: Final personnel costs charged to this agreement must reflect actual contract activity of each employee, account for total activity for which the employee is compensated, be reported at least monthly coinciding with one or more pay periods, and be signed by the employee and supervisory official having first hand knowledge of the work performed by the employee).*

Employee Name (if available) and Position Name/Title	Project Duties and Responsibilities	% FTE	Average Work Hrs. Per Week	Annual Salary	Budget Amount
TOTAL PERSONNEL:					\$0.00

Fringe Benefits: Indicate the name of the employee (if available) and their position name/title, benefit type, benefit rate, and the budget amount for each project personnel.

Employee Name (if available) and Position Name/Title	Benefit Type	Benefit Rate	Budget Amount
TOTAL FRINGE BENEFITS:			\$0.00

Contractual: For each product/service, itemize its purpose, quantity, unit cost, and budget amount. Subcontracts are subject to federal guidelines and require prior Administrative Office of the Illinois Courts approval. To the extent possible, procurement must demonstrate full and open competition. Travel costs, as a part of the sub-contract, are subject to applicable state rates. Food and beverage costs must meet the provisions of the federal guidelines.

Product/Service	Purpose	Quantity	Unit Cost	Budget Amount
Contractual Data Coder	Code court data on JA cases	324 hrs	27	8,748.00
Food/Beverages	Local team meetings	4	150	600.00
TOTAL CONTRACTUAL:				\$ 9,348.00

Travel: For each travel expense, itemize the traveler, activity/event, expense type (i.e., mileage, lodging, per diem/meal allowance, ground transportation, airfare, etc.), calculation, and budget amount. All travel is subject to applicable State rates per mile; \$7 per quarter or \$28 per day; and lodging at the rate determined for the geographic area. Out of state travel requires prior approval from the Administrative Office of the Illinois Courts.

Traveler	Activity/Gxgpv	Expense Type	Calculation	Budget Amount
Local CPDC Team	CPDC Networking	Mileage &	Est. = \$250.00	250.00
Members	Meeting	per diem		
TOTAL TRAVEL:				\$ 250.00

Supplies: For each commodity, itemize the purpose, quantity, unit cost, and budget amount. Unit cost must be less than \$5,000 per item. To the extent possible, commodities purchased should be made in America (Section 507, P.L. 103-333).

Item	Purpose	Quantity	Unit Cost	Budget Amount
TOTAL SUPPLIES:				\$ 0.00

Equipment: List each equipment item, its purpose, quantity, unit cost, and budget total. Unit costs must be at least \$5,000. Changes to this budget line require prior approval from the Administrative Office of the Illinois Courts. To the extent possible, equipment purchased should be made in America (Section 507, P.L. 103-333).

Item	Purpose	Quantity	Unit Cost	Budget Total
TOTAL EQUIPMENT:				\$ 0.00

Other: For costs not specifically identified above, list its purpose, quantity, unit cost, and budget total.

Item	Purpose	Quantity	Unit Cost	Budget Total
TOTAL OTHER:				\$ 0.00

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval of FFY21 State Court Improvement Program Grant Award for the Peoria County Child Protection Data Courts Project

RESOLUTION

WHEREAS, the Tenth Judicial Circuit applied for a State Court Improvement grant from the Administrative Office of the Illinois Courts to fund the Peoria County Child Protection Data Courts Project; and

WHEREAS, the County of Peoria acts as fiscal agent for the Tenth Judicial Circuit; and

WHEREAS, the Tenth Judicial Circuit received notification they had been awarded a grant for the term of October 1, 2021 through September 30, 2022, in the amount of Ten Thousand Five Hundred Fifty-Eight dollars (\$10,558.00); and

WHEREAS, the funds will be used for one part-time independent contractor to compile data regarding juvenile abuse and neglect cases.

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that it will approve the FFY21 State Court Improvement Program Grant from AOIC.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee

Date: September 28, 2021

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: September 28, 2021

ISSUE: Approval of FFY22 IDOT DUI Court Grant Award

BACKGROUND/DISCUSSION: Peoria County received a grant (Agreement Number: HS-22-0096, 13-17) from the Illinois Department of Transportation (IDOT) for 10/1/21 through 9/30/22 in the amount of \$305,603.12. This continuation grant provides full funding associated with the program and no match funding is required by Peoria County. It's also a reimbursement grant, so revenues are equivalent to expenses.

Peoria County courts have operated a DUI Court for twelve years. Each of those years has been funded by IDOT with federal funds through the National Highway Traffic Safety Administration (NHTSA). In 2016 Peoria County expanded its DUI Court to have a greater focus on individuals with 3+ DUIs. In September 2021, Peoria County was notified the grant had been approved for another year. We developed our practices on and around the most effective practices in working with individuals who have committed DUIs. The grant provides funds for electronic monitoring, drug/alcohol testing, two Probation Officers including fringe benefits, a portion of the assigned Assistant State's Attorney, a portion for the Public Defender services, and treatment requirements for the participants. Currently, Peoria County is recognized by AOIC as a certified DUI court.

Therefore, we are requesting the Committee approve the IDOT DUI Grant Agreement.

COUNTY BOARD GOALS:



EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION: Approval of the FFY2022 IDOT Grant

COMMITTEE ACTION: Approved

9/28/21 (7-0 votes) Mr. Elsasser voted aye via teleconference; Ms. Bryant absent

PREPARED BY: Mark Bronke, Director of Probation & Court Services

DEPARTMENT: Court Administration

DATE: September 17, 2021



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

You must consult with your Business Office prior to submitting this form for any award restrictions, limitations or requirements when filling out the narrative and Uniform Budget Template.

Section A – Budget Summary STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17. Eligible applicants requesting funding for only one year should complete the column under " Year 1." Eligible applicants requesting funding for multi-year grants should complete all applicable columns. **Please read all instructions before completing form.**

STATE OF ILLINOIS GRANT FUNDS

Provide a total requested State of Illinois Grant amount for each year in the Revenue portion of Section A. The amount entered in Line (a) will equal the total amount budgeted on Line 18 of Section A.

BUDGET SUMMARY – STATE OF ILLINOIS FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories shown in lines 1-17.

Line 18: Show the total budget request for each fiscal year for which funding is requested.

Please use detail worksheet and narrative section for further descriptions and explanations of budgetary line items.

Section A (continued) Indirect Cost Information: *(This information should be completed by the applicant's Business Office).* If the applicant is requesting reimbursement for indirect costs on line 17, the applicant's Business Office must select one of the options listed on the Indirect Cost Information page under Section-A Indirect Cost Information (1-4).

Option (1): The applicant has a Negotiated Indirect Cost Rate Agreement (NICRA) that was approved by the Federal government. A copy of this agreement must be provided to the State of Illinois' Indirect Cost Unit for review and documentation. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of "Section-A Indirect Cost Information".*

NOTE: The applicant may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for the applicant to be reimbursed for Indirect Costs from the State of Illinois, the applicant must either:

- A) Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.**
- B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.**
- C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).**



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Section A – Budget Summary (continued)

Option (2a): The applicant currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. The applicant is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c). **Note:** *If this option is selected by the applicant, basic information is required for completion of this section. See bottom of “Section-A Indirect Cost Information”.*

Option (2b): The applicant currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. The applicant must submit its initial Indirect Cost Rate Proposal (ICRP) immediately after the applicant is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b). The initial ICRP will be sent to the State of Illinois’ Indirect Cost Unit. **Note:** *The applicant should check with the State of Illinois awarding Agency for information regarding reimbursement of indirect costs while its proposal is being negotiated.*

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** *(The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.)*

Option (4): If you are applying for a grant under a Restricted Rate Program, indicate whether you are using a restricted indirect cost rate that is included on your approved Indirect Cost Rate Agreement, or whether you are using a restricted indirect cost rate that complies with statutory or programmatic policies. **Note:** *See Notice of State Award for Restricted Rate Programs.*

Section B – Budget Summary

NON-STATE OF ILLINOIS FUNDS

NON-STATE OF ILLINOIS FUNDS: If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other non-State of Illinois resources to the project, the applicant must provide a revenue breakdown of all Non-State of Illinois funds in lines (b)-(d). the total of “Non-State Funds” should equal the amount budgeted on Line 18 of Section B. If a match percentage is required, the amount should be entered in this section.

BUDGET SUMMARY – NON-STATE OF ILLINOIS FUNDS

If the applicant is required to provide or volunteers to provide ost-sharing or matching funds or other non-State of Illinois resources to the project, these costs should be shown for each applicable budget category on lines 1017 of Section B.

Lines 1-17: For each project year, for which matching funds or other contributions are provided, show the total contribution for each applicable budget category.

Line 18: Show the total matching or other contribution for each fiscal year.

Please see detail worksheet and narrative section for further descriptions and explanations of budgetary line items.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Section C – Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable program specific instructions, if attached.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For non-State of Illinois funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation- Bureau of Safety Programs and Engineering

Organization Name: County of Peoria

Notice of Funding

22-0343-06-NEP Local

Data Universal Number System (DUNS) Number (enter numbers only) : 071436208

Opportunity (NOFO) Number: _____

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

Section A: State of Illinois Funds

Fiscal Year: FFY22

REVENUES		Total Revenue
State of Illinois Grant Requested		\$ 305,603.12
Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200	Total Expenditures
1. Personnel (Salary and Wages)	200.430	\$ 129,250.74
2. Fringe Benefits	200.431	\$ 41,106.65
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$ 14,400.00
6. Contractual Services and Subawards	200.318 & 200.92	\$ 94,000.00
7. Consultant (Professional Service)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$ 2,700.00
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 281,457.39
17. Total Indirect Costs	200.414	\$ 24,145.73
Rate %: <input style="width: 100px;" type="text" value="10"/>		
Base: <input style="width: 100px;" type="text" value="MTDC"/>		
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$ 305,603.12

Instructions
found at end of
document.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: County of Peoria

NOFO Number: 22-0343-06-NEP Local

SECTION A - Continued - Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options

1. Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. **NOTE: (If this option is selected, please, provide basic Negotiated Indirect Cost Rate Agreement in area designated below.)**

Your organization may not have a Federally Negotiated Cost Rate Agreement. Therefore, in order for your organization to be reimbursed for the Indirect Costs from the State of Illinois your organization must either:

- a. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis;
- b. Elect to use the de minimis rate of 10% modified for total direct costs (MTDC) which may be used indefinitely on State of Illinois awards; or
- c. Use a Restricted Rate designated by programmatic or statutory policy (see Notice of Funding Opportunity for Restricted Rate Programs).

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. **NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below.)**

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost unit. **Note: (Check with you State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)**

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68.] **[Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]**

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

5. No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements.)

Basic Negotiated Indirect Cost Rate Information (Use only if option 1 or 2(a), above is selected.)

Period Covered by NICRA: From: To: Approving Federal or State Agency:

Indirect Cost Rate: % The Distribution Base Is:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: County of Peoria

NOFO Number: 22-0343-06-NEP Local

Section B: Non-State of Illinois Funds

Fiscal Year: FFY22

REVENUES			Total Revenue
Grantee Match Requirement %:	(Agency to Populate)		
b) Cash		\$	
c) Non-Cash		\$	
d) other Funding and Contributions		\$	
Total Non-State Funds (lined b through d)		\$	

Budget Expenditure Categories	OMB Uniform Guidance Federal Awards Reference 2 CFR 200		Total Expenditures
1. Personnel (Salaries and Wages)	200.430	\$	
2. Fringe Benefits	200.431	\$	
3. Travel	200.474	\$	
4. Equipment	200.439	\$	
5. Supplies	200.94	\$	
6. Contractual Services and Subawards	200.318 & 200.92	\$	
7. Consultant (Professional Services)	200.459	\$	
8. Construction		\$	
9. Occupancy (Rent and Utilities)	200.465	\$	
10. Research and Development (R&D)	200.87	\$	
11. Telecommunications		\$	
12. Training and Education	200.472	\$	
13. Direct Administrative Costs	200.413 (c)	\$	
14. Miscellaneous Costs		\$	
15. A. Grant Exclusive Line Item(s)		\$	
15. B. Grant Exclusive Line Item(s)		\$	
16. Total Direct Costs (add lines 1-15)	200.413	\$	
17. Total indirect Costs	200.414	\$	
Rate %: <input type="text"/>			
Base: <input type="text"/>			
18. Total Costs State Grant Funds (Lines 16 and 17) MUST EQUAL REVENUE TOTALS ABOVE		\$	



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: County of Peoria

NOFO Number: 22-0343-06-NEP Local

Data Universal Number System (DUNS) Number (enter numbers only) : 071436208

Fiscal Year: FFY22

Catalog of State Financial Assistance (CSFA) Number: 494-10-0343

CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete and accurate and that any false, fictitious or fraudulent information or the omission of any material fact could result in the immediate termination of my grant award(s).

County of Peoria

Institution/Organization Name:

Peoria County Treasurer

Title (Chief Financial Officer or equivalent):

Nicole Bjerke

Printed Name (Chief Financial Officer or equivalent):

Signature (Chief Financial Officer or equivalent):

Date of Execution (Chief Financial Officer):

County of Peoria

Institution/Organization Name:

Peoria County Administrator

Title (Executive Director or equivalent):

Scott Sorrel

Printed Name (Executive Director or equivalent):

Signature (Executive Director or equivalent):

Date of Execution (Executive Director):

Note: The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter onto contractual agreements on the behalf of the organization.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

FFATA Data Collection Form (if needed by agency)

Under FFATA, all sub-recipients who receive \$30,000 or more must provide the following information for federal reporting. Please fill out the following form accurately and completely.

4-digit extension if applicable:			
Sub-recipient DUNS: 962846940		Sub-recipient Parent Company DUNS: 071436208	
Sub-recipient Name: Peoria County Administration			
Sub-recipient DBA Name:			
Sub-recipient Street Address: 324 Main Street Room 215			
City: Peoria	State: Illinois	Zip-Code: 61602	Congressional District: 17
Sub-recipient Principal Place of Performance: 324 Main Street			
City: Peoria	State: Illinois	Zip-Code: 61602	Congressional District: 17
Contract Number (if known): HS-22-0096	Award Amount: \$305,603.12	Project Period: From: Oct 1, 2021	Project Period: To: Sep 30, 2022
State of Illinois Awarding Agency and Project Detail Description: Illinois Department of Transportation LAP Grant-Peoria County DUI Problem Solving Court			
Under certain circumstances, sub-recipient must provide names and total compensation of its top 5 highly compensated officials. Please answer the following questions and follow the instructions.			
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? Yes <input type="checkbox"/> If Yes, must answer Q2 below. No <input checked="" type="checkbox"/> If No, you are not required to provide data.			
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, you must provide the data. Please fill out the rest of this form.			
Please provide names and total compensation of the top five officials:			
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:
Name:			Amount:



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and 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	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
Dawn Askins	Probation Officer	\$55,002.51	Yearly	100 %	1	\$55,002.51	Add Delete
Troy Monk	Probation Officer	\$57,608.23	Yearly	100 %	1	\$57,608.23	Add Delete
ASA Traffic Supervisor	Assistant States Attorney	\$40.00	Hourly	100 %	416	\$16,640.00	Add Delete
State Total						\$129,250.74	
				%			Add Delete
NON-State Total							
Total Personnel						\$129,250.74	

Personnel Narrative (State):

The two probation officers are full time and fully dedicated to the DUI Court. The officers complete the risk assessment for all participants, attend all court appointments and provide supervision of the individuals who are in the court. This includes developing an individualized case plan, drug/alcohol testing and referral to external resources (treatment, vocational training, educational training, etc.). Their annual salaries are \$55,002.51 and \$57,608.23, respectively.

The Assistant State's Attorney (ASA) Traffic Supervisor is responsible for the prosecution of the DUI offenders. The tasks for the ASA include attending all court appointments and representing all prosecutor responsibilities associated with the DUI Court including weekly referral and screening. The ASA Traffic Supervisor will allocate up to 8 hours per week for 52 weeks for a total of 416 hours per year to the operation of the DUI Court. Peoria County has a new State's Attorney who has reorganized her office and assigned the ASA Traffic Supervisor over the DUI Court. With the Peoria County courts operating at full capacity by Spring 2021. The new State's Attorney is committed to increased referrals to DUI Court more so than her predecessor. This accounts for the increase in ASA hours and salary from last years grant.

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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 fringe benefit rate used 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(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
Dawn Askins	Social Security	\$55,002.51	7.65 %	\$4,207.69	Add
					Delete
Dawn Askins	IMRF	\$55,002.51	9.62 %	\$5,291.24	Add
					Delete
Dawn Askins	Longevity Bonus	\$600.00	100 %	\$600.00	Add
					Delete
Dawn Askins	Medical Health	\$4,921.37	100 %	\$4,921.37	Add
					Delete
Dawn Askins	Workmans Compensation	\$1,021.00	100 %	\$1,021.00	Add
					Delete
Dawn Askins	Unemployment	\$48.00	100 %	\$48.00	Add
					Delete
Troy Monk	Social Security	\$57,608.23	7.65 %	\$4,407.03	Add
					Delete
Troy Monk	IMRF	\$57,608.23	9.62 %	\$5,541.91	Add
					Delete
Troy Monk	Longevity Bonus	\$700.00	100 %	\$700.00	Add
					Delete
Troy Monk	Medical Health	\$9,227.60	100 %	\$9,227.60	Add
					Delete
Troy Monk	Workmans Compensation	\$1,021.00	100 %	\$1,021.00	Add
					Delete
Troy Monk	Unemployment	\$48.00	100 %	\$48.00	Add
					Delete
ASA Traffic Supervisor	Social Security	\$16,640.00	7.65 %	\$1,272.96	Add
					Delete
ASA Traffic Supervisor	IMRF	\$16,640.00	9.62 %	\$1,600.77	Add
					Delete



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
ASA Traffic Supervisor	Medical Health	\$4,921.38	20 %	\$984.28	Add Delete
ASA Traffic Supervisor	Workmans Compensation	\$1,021.00	20 %	\$204.20	Add Delete
ASA Traffic Supervisor	Unemployment	\$48.00	20 %	\$9.60	Add Delete
State Total				\$41,106.65	
			%		Add Delete
Non-State Total					
Total Fringe Benefits				\$41,106.65	

Fringe Benefits Narrative (State):

These are the costs of fringe benefits associated to the personnel positions. This includes the longevity bonus Dawn Askins (\$600) and Troy Monk (\$700), IMRF contributions for both probation officers and the Assistant State's Attorney (\$129,250.74 * 9.62%=\$12,433.92), annual medical/health benefits for both Probation Officers and the Assistant State's Attorney (\$4,921.37 + \$9,227.60 + \$984.28=\$15,133.25), unemployment compensation for both Probation Officers (\$48 * 2 = \$96 + \$9.60 (ASA 20%) = \$105.60), workman's compensation for both Probation Officers and Assistant States Attorney (\$1,021 * 2 = \$2,042+ \$204.20 (20% ASA)=\$2,246.20), Social Security for both Probation Officers and Assistant State's Attorney (\$129,250.74* 7.65%=\$9,887.68)

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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 consultant 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.

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Travel							

Travel Narrative (State):
Travel Narrative (Non-State): (i.e..e "Match" of "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows
				Add
				Delete
State Total				
				Add
				Delete
Non-State Total				
Total Equipment				

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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.

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
Drug/alcohol testing supplies	12	\$1,200.00	\$14,400.00	Add Delete
State Total			\$14,400.00	
				Add Delete
Non-State Total				
Total Supplies			\$14,400.00	

Supplies Narrative (State):

The cost of testing supplies for breathalyzers and urinalysis. An intricate part of the DUI Court is supervising offenders drug/alcohol consumption (\$1,200*12 months=\$14,400) and an evidence based component of problem-solving courts.

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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. A separate justification must be provided for sole contracts in excess of \$150,000 (See 2 CFR 200.88). NOTE : 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 sub-recipient for the sub-recipient 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 supplies, expendable materials, or data processing services in support of the project activities.

Item	Contractual Services Cost	Add/Delete Rows
Human Service Center	\$14,000.00	Add Delete
Peoria County Public Defender	\$15,000.00	Add Delete
Electronic Monitoring/Alcohol Monitoring Services (TBD)	\$65,000.00	Add Delete
State Total	\$94,000.00	
		Add Delete
Non-State Total		
Total Contractual Services	\$94,000.00	

Contractual Services Narrative (State):
 The Human Service Center provides all the treatment services for the estimated 50 offenders of the DUI Courts. The estimated cost to provide treatment services for the DUI Court is \$200,000 per year. It is estimated that 93% of these costs will be paid from other sources (health insurance, public entitlement, etc.) The portion requested in the grant \$14,000 represents the remaining 7% ($\$200,000 * 7\% = \$14,000$). The Public Defender will provide defense counsel services to the DUI Court. The Public Defender estimates 2 hours per week at \$150 per hour. It is estimated the DUI Court will meet 50 times per year. The total cost for Public Defender services is \$15,000 ($50 \text{ meetings} * \$150 \text{ per hour} * 2 \text{ hours per week}$). SCRAM Systems of Illinois has provided the electronic and alcohol monitoring services for th offenders in DUI Court.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

These services remain vital to aid in the supervision and monitoring and are an essential component of the DUI Court. Peoria contract with SCRAM Systems of Illinois expires on June 20,2021. An RFP has been issued for these services in March of 2021.

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

7). Consultant Services and Expenses (2 CFR 200.459)

Consultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

Consultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Consultant Services (Fees)						

Consultant Services Narrative (State):

Consultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add
							Delete
State Total							
							Add
							Delete
NON-State Total							
Total Consultant Expenses							

Consultant Expenses Narrative (State):

Consultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

8). Construction

Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost	Add/Delete Rows
			Add
			Delete
State Total			
			Add
			Delete
Non-State Total			
Total Construction			

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

9). Occupancy - Rent and Utilities (2 CFR 200.465)

List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

10). Research & Development (R&D) (2 CFR 200.87)

Definition: All research activities, both basic and applied, and all development activities that are performed by non-Federal entities directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes. Provide a description of the research and development project and an estimate of the costs. Consult with the program office before budgeting funds in this category.

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows
			Add Delete
State Total			
			Add Delete
Non-State Total			
Total Research and Development			

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

11). Telecommunications

List items and descriptions by major type and the basis of the computation. Explain how telecommunication expenses are allocated for distribution as an expense to the program/service. NOTE: This budgetary line item is to be used for direct program telecommunications, all other indirect or administrative telecommunication costs should be listed in the indirect expense section of the Budget worksheet and narrative.

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Telecommunications						

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

12). Training and Education (2 CFR 200.472)

Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
Registration for the ILAPSC Conference	9		\$300.00	1	\$2,700.00	Add Delete
State Total					\$2,700.00	
						Add Delete
NON-State Total						
Total Training and Education					\$2,700.00	

Training and Education Narrative (State):
 The Illinois Association of Problem-Solving Courts annual conference provides critical information and training for problem-solving courts. It provides a venue for multiple disciplines to connect and be trained at one location. This conference is critical in the ongoing training and expertise of the DUI Court. Registration is not set at this point, however past years have ranged from \$250-\$300 per registrant. Peoria County would send each of the DUI Court Team members which include: Judge, Court Coordinator, Assistant State's Attorney, Public Defender, 2 Probation Officers, Director of Probation and Court Services, Captain of Sheriff's Office, and 1 treatment provider. The total for registration is \$2,700 (9 * \$300)

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

13). Direct Administrative Costs (2 CFR 200.413 (c))

The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add
							Delete
State Total							
				%			Add
							Delete
NON-State Total							
Total Direct Administrative Costs							

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

14). Other or Miscellaneous Costs

This category contains items not included in the previous categories. List items by type of material or nature of expense, break down costs by quantity and cost per unit if applicable, state the necessity of other costs for successful completion of the project and exclude unallowable costs (e.g.. Printing, Memberships & subscriptions, recruiting costs, etc.)

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Other or Miscellaneous Costs						

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

15). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description: _____

Costs directly related to the service or activity of the program that is an integral line item for budgetary purposes. To use this budgetary line item, an applicant must have Program approval. (Please cite reference per statute for unique costs directly related to the service or activity of the program). (Note: Use columns within table as needed for the item being reported. Leave blank those columns that are not applicable. This table does NOT auto-calculate each line. You must enter the line totals. The table will auto-calculate the State, Non-State, and Total Grant Exclusive Line Item amounts based on your line entries. The State, Non-State and Total Grant Exclusive Line Item amounts will NOT carry forward to the Budget Narrative Summary table. You will have to enter the State and Non-State Totals for ALL Grant Exclusive Line Items in the Budget Narrative Summary table. Use the "Add New Grant Exclusive Line Item" button below to add additional tables as needed.)

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add
						Delete
State Total						
						Add
						Delete
NON-State Total						
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

Grant Exclusive Line Item Narrative (Non-State): (i.e. "Match" or "Other Funding")

Add New Grant Exclusive Line Item	Delete Grant Exclusive Line Item
-----------------------------------	----------------------------------



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

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	Base	Rate	Indirect Cost	Add/Delete Rows
Direct Salary and Wages	129,251	\$0.10	\$12,925.07	Add Delete
Fringe Benefits	41,107	\$0.10	\$4,110.66	Add Delete
Supplies	14,400	\$0.10	\$1,440.00	Add Delete
Training and Education	2,700	\$0.10	\$270.00	Add Delete
Contracts	54,000	\$0.10	\$5,400.00	Add Delete
State Total			\$24,145.73	
				Add Delete
Non-State Total				
Total Indirect Costs			\$24,145.73	

Indirect Costs Narrative (State):
10% de minimis offered. For the contracts category, there is 1 contract greater than the \$25,000, so \$25,000 is used for the base for that 1 contract while the other 2 were \$14,000 and \$15,000

Indirect Costs Narrative (Non-State):



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative 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.. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

Budget Category	State	Non-State	Total
1. Personnel	\$129,250.74		\$129,250.74
2. Fringe Benefits	\$41,106.65		\$41,106.65
3. Travel			
4. Equipment			
5. Supplies	\$14,400.00		\$14,400.00
6. Contractual Services	\$94,000.00		\$94,000.00
7. Consultant (Professional Services)			
8. Construction			
9. Occupancy (Rent and Utilities)			
10. Research and Development (R & D)			
11. Telecommunications			
12. Training and Education	\$2,700.00		\$2,700.00
13. Direct Administrative Costs			
14. Other or Miscellaneous Costs			
15. GRANT EXCLUSIVE LINE ITEM(S)			
16. Indirect Costs	\$24,145.73		\$24,145.73
State Request	\$305,603.12		
Non-State Amount			
TOTAL PROJECT COSTS			\$305,603.12



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only

Grantee: County of Peoria
Data Universal Number System (DUNS) Number (enter numbers only) : 071436208
Catalog of State Financial Assistance (CSFA) Number: 494-10-0343
CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs
Fiscal Year(s): FFY22

Notice of Funding Opportunity (NOFO) Number: 22-0343-06-NEP Local

Initial Budget Request Amount: \$309,968.81

Prior Written Approval for Expense Line Item: N/A

Statutory Limits or Restrictions: N/A

Checklist: N/A

Final Budget Amount Approved: \$305,603.12

Adam Gabany
Program Approval Name Program Approval Signature Date

Allison Schmidt
Fiscal & Administrative Approval Name Fiscal & Administrative Approval Signature Date

Budget Revision Approved:

Program Approval Name Program Approval Signature Date

Fiscal & Administrative Approval Signature Fiscal & Administrative Approval Signature Date

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.

INTER-GOVERNMENTAL AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

County of Peoria

The ILLINOIS DEPARTMENT OF TRANSPORTATION (Grantor) with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and County of Peoria (Grantee) with its principal office at 324 Main Street, Room 502, Peoria, IL 61602, and payment address (if different than principal office) at _____ 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 071436208 is Grantee's correct DUNS Number, that _____ is Grantee's correct UEI, if applicable, that 376001763 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 applicable tax classification) |
| <input type="checkbox"/> Medical Corporation | <input type="checkbox"/> P = partnership |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> C = corporation |
| <input type="checkbox"/> Estate or Trust | |

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

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$305,603.12, of which \$305,603.12 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is _____, 69A3752130000405dILM, the federal awarding agency is National Highway Traffic Safety Administration, and the federal award date is 11/10/20. If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and the Assistance Listing Number is 20.616. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343. The State Award Identification Number is 343-29084.

1.4 Term. This Agreement shall be effective 10/01/2021 and shall expire on 09/30/2022 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and corrects 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, misinterpretations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Check if under \$250,000. If under \$250,000 the Secretary's signature may be delegated.

Illinois Department of Transportation

County of Peoria

By: _____
Signature of Omer Osman, P.E. Secretary of Transportation

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: Scott Sorrel

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: Peoria County Administrator
Email: ssorrel@peoriacounty.org

By: _____
Signature of Joanne Woodworth, Chief Financial Officer

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

Date: _____
Printed Name: _____
Printed Title: _____
Designee

Printed Title: _____
Email: _____

By: _____
Signature of Yangsu Kim, Chief Counsel

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Stephen M. Travia, P.E., Director of Highways

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Fourth Other Approver's Name and Title

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

**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 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 Revenue 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; (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 Part 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. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. 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 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 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 Job 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 II 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 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 goal 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 the 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 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4 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, 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 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 lawfully 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 ORGANIZATION**

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 the 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) 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 final Indirect Cost Rate adjustments, including 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**

CSFA Number 494-10-0343	NOSA/SAIN Number 343-29084	GATA Registration Number 671683
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The goal of the Grantor is to increase highway safety through means of safety program grants under the Highway Safety Program. The goals of the Highway Safety Program include: reduce motor vehicle crashes, fatalities and injuries; increase proper use of occupant protection devices; and reduce impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment of the FFY22 application packet for NOFO 22-0343-06. The funding shall be used as per the agreed upon budget pending the FFY22 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

I. PROJECT DESCRIPTION

The County of Peoria sees a specific problem of a high number of Driving under the Influence(DUI) arrests and the number of repeat drinking and driving offenses, along with other criminal offenses. The problem affects those across all populations. Those who are committing the offense of DUI may be committing other offenses or have other criminal cases. All residents of Peoria County are affected by the number of DUI arrests and repeat offender of DUI. Those who are committing the offense fall within all demographic areas specific to Peoria County.

Peoria County anticipates an ongoing problem of repeat DUI offenders to continue and become increasingly problematic Peoria County will continue to utilize the use of the Impaired Driving Assessment along with the Adult Risk Assessment (ARA) in order to supervisor DUI offenders at the appropriate level to further combat the growing problem of impaired driving.

**EXHIBIT B
DELIVERABLES OR MILESTONES**

The BSPE 07 Non-Enforcement Performance Report form must be submitted with the BSPE 600 Highway Safety Claim (non-STEP) form as determined in the Attachment form (BSPE 421) included in the application packet for NOFO 22-0343-06 if applicable. In addition, the duties performed must also parallel the information in the BSPE 421 used in the application packet for NOFO 22-0343-06. The BSPE 07 Non-Enforcement Performance Report form shall clearly show and state the progress as it pertains to the specific program being funded by this Agreement. All BSPE 07 Non-Enforcement Performance Report forms shall be submitted electronically to the Grantor Contact listed in Exhibit D of this Agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis pursuant to Article XIII and Article XIV in this agreement. The specifics for reporting the BoBS 2832- whether quarterly or monthly- are listed in Exhibit G and Part II of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency Act (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

Quarterly reports are due no later than 5:00 p.m. on: January 30, 2022; April 30, 2022; July 30, 2022; and the final report on October 30, 2022. Quarterly reports will consist of: Quarter 1 (October 1, 2021- December 31, 2021 due January 30, 2022); Quarter 2 (January 1, 2022- March 31, 2021 due April 30, 2022); Quarter 3 (April 1, 2022-June 30, 2022 due July 30, 2022); and Quarter 4 (July 1, 2022- September 30, 2022 due October 30, 2022). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2021 federal fiscal year start date. In the event that an Agreement is not fully executed until after October 1, 2021, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

Monthly reports are due no later than 5:00 p.m. on: November 30, 2021, December 30, 2021; January 30, 2022; March 2, 2022; March 30, 2022; April 30, 2022; May 30, 2022; June 30, 2022; July 30, 2022; August 30, 2022, September 30, 2022, and October 30, 2022. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2021 due November 30, 2021; November 2021 due December 30, 2021; December 2021 due January 30, 2022; January 2022 due March 2, 2022; February 2022 due March 30, 2022; March 2022 due April 30, 2022; April 2022 due May 30, 2022; May 2022 due June 30, 2022; June 2022 due July 30, 2022; July 2022 due August 30, 2022; August 2022 due September 30, 2022; and September 2022 due October 30, 2022. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

The grants funding opportunities under NOFO 22-0343-06 are funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

I. DELIVERABLES AND MILESTONES:

MADD staff will provide early screening, assessment and court intervention. Promote public safety by reducing incidents of repeat drinking/driving behavior. Reduce costs to the taxpayer by reducing the number of persons committed to jail and/or prison for violation of probation. Our DUI Problem solving court, program graduation rates will be included in evaluating this specific program. For offenders in our regular DUI court, looking at treatment completion rates, recidivism rates, probation violation rates and successful completion of probation will all be factors of evaluation.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$305,603.12 under this agreement.

Enter specific terms of agreement here:

I. Invoices submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in Exhibit A. If the Grantee's invoices are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables or milestones in Exhibit B are not satisfactorily completed, the Grantee will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims on the BSPE 600 Highway Safety Claim (non-STEP) form.

All claims for reimbursement and final reports are due to the Grantor by 5 p.m. on Tuesday, November 1, 2022. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement Start date is the responsibility of the Grantee.

(a) The Grantee must submit the BSPE 600 form and supporting documentation to the Grantor pursuant to this Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise submitting the BSPE 600, please contact your Grantor Contact listed in Exhibit D of this Agreement.

II. All claims and supporting documents shall be signed and dated electronically by either the project director or authorized representative of the Grantee.

(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantor's designated form, BSPE 600.

(iii) Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor Contact listed in Exhibit D of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit D of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit D of this Agreement will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the

Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on this Agreement.

VI. Indirect Cost Rate Eligibility

(a) Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of this Agreement.

(b) The Grantee is only eligible to receive an indirect cost rate if requested on the grant application and the following stipulations are met:

(i) The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the grantee has the option to request a 10% provisional De Minimis rate until the rate is finalized.

(ii) The Grantee is eligible to claim a provisional rate at the commencement of the grant agreement should the rate for the corresponding fiscal year not yet be finalized;

(iii) The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalize the indirect cost rate that have been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

(1) Indirect Cost Rates are based on the Grantee's fiscal year, therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

(c) The Grantee acknowledges that provisional rates are not guaranteed for the duration of this grant agreement. A rate shall be finalized prior to the end of the Agreement on Friday, September 30, 2022.

(i) Indirect cost rates finalized at a differing rate from the provisional rate may result in an amendment to this Agreement.

iii. Any overpayment of indirect costs on reimbursement submittals from the grantee paid under the provisional rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

iv. If provisional indirect cost rates are not finalized by July 1st of the grant year within this agreement, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

(d) The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXVI subsection 26.13 of this Agreement.

e) The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Exhibit C subsection VI of this agreement.

(f) All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020 to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

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: Kathy Tolle

Title: Safety Grant Administrator

Address: 2300 South Dirksen Parkway, Springfield, IL 62764

Phone: 217-557-5861

TTY#: _____

Fax#: _____

Email Address: kathy.tolle@illinois.gov

GRANTEE CONTACT

Name: Mark Bronke

Title: Project Director

Address: 324 Main Street, Room 502, Peoria, IL 61602

Phone: 309-672-6958

TTY#: _____

Fax#: _____

Email Address: mbronke@peoriacounty.org

Additional Information:

EXHIBIT E
PERFORMANCE MEASURES

The Grantee shall:

I. Improve highway safety through the program as described on the Attachment form (BSPE 421) of the application packet for NOFO 22-0343-06. The program will run from October 01, 2021 - September 30, 2022 pending the FFY22 federal and FY22 state budgets.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as referenced in Exhibit G and Part II of this Agreement. The BSPE 07 Non-Enforcement Performance Report form must be submitted with the BSPE 600 form as determined in the Attachment form (BSPE 421) included in the application packet for NOFO 22-0343-06 if applicable. All BSPE 07 Non-Enforcement Performance Report forms and BSPE 600 Highway Safety Project Claim for Reimbursement forms shall be submitted together electronically to DOT.BSPE.Claims@illinois.gov.

II. The grants funding opportunities under NOFO 22-0343-06 are funded by the State of Illinois and/or NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. This accounting system shall be used in the quarterly reports to include information concerning monetary performance measures as it relates to the final approved budget. The Grantee shall also adhere to all Fixing America's Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular highway safety grant program. Any questions regarding the FAST Act rules and regulations must be sent electronically to the Grantor Contact listed in Exhibit D.

III. Respond to inquiries and/or requests by the Grantor and any authorized agent of the Grantor:

(a) Respond within a maximum of five (5) business days.

(b) Email all required documentation to the Grantor Contact listed in Exhibit D of this Agreement.

(c) Alert Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, and any authorized agent of the Grantor to any issue with accessing, retrieving, securing, procuring, or otherwise establishing necessary documentation as inquired or requested by the Grantor within a maximum of five (5) business days.

(i) Official documentation of any and all issues must be submitted to the Grantor Contact listed in Exhibit D or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.

IV. Grant Specific Performance Measures

The Peoria County Courts provides a team of professionals trained in evidence based practices. An evidence based practice is defined as a practice that relies on scientific and mathematical evidence for guidance and decision-making. For the court to be certified by the Illinois Supreme Court evidence-based practices need to be adhered to and implemented appropriately to be effective. The DUI Court provides individualized treatment/supervision plans for each participant based on the clinical and risk assessment. Each participant is expected to work and progress through individualized plans. The average duration of treatment is 18 months. The DUI Court provides enhanced supervision through the probation department. This includes the use of electronic drug/alcohol monitoring using the most recent technology, including continuous alcohol monitoring in the highest risk cases. Sanctions, incentives and other support is provided by the DUI court professional team, according to national evidence-based practice standards.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

I. Increased program utilization and/or awareness as described in the Attachment of the application packet for NOFO 22-0343-06.

II. Statistical analysis of data given by Grantee's BoBS 2832 form to determine direct positive impacts on the safety program as described in the Attachment (BSPE 421) of the application packet for NOFO 22-0343-06.

III. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

V. Performance Standards

The data obtained helps the court assess the participants risk of re-offending both with a specific DUI offense and overall risk for criminal re-offending. The types of data collected included information related to; substance use, previous criminal behavior (both in general and specific to DUI offenses), criminal attitudes and beliefs, peer associations, education/employment, family support, personality and leisure/recreation. In relation to our DUI Problem solving court, program graduation rates will be included in evaluating this specific program. For offenders in our regular DUI court, looking at treatment completion rates, recidivism rates, probation violation rates and successful completion of probation will all be factors of evaluation.

EXHIBIT G
SPECIFIC CONDITIONS

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

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form MONTHLY/ QUARTERLY.

These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable).

Fiscal And Administrative:

I. Financial and Regulatory Reporting (2 CFR 200.327)

i. Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.

Corrective Action:

Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

II. Audit (2 CFR 200.500)

i. Requires desk review of the status of implementation of corrective actions.

Corrective Action:

Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

Programmatic: N/A

PART TWO - THE GRANTOR-SPECIFIC TERMS

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

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.**A. Code of Conduct**

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- a. the employee, officer, board member, or agent;
- b. any member of his or her immediate family;
- c. his or her partner; or
- d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134, (currently set at \$250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than \$20,000.00, the Grantee shall comply with the following procurement standards:

(\$1- \$1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

(\$2,000- \$4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$5,000- \$9,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

(\$10,000-\$19,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file _____ Quarterly _____ BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the first reporting period after the _____ 10/1/2021 effective date of the Agreement. _____ Quarterly _____ reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending _____ 12/21/2021 _____ (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

Renewal. This Agreement may not be renewed.

N/A

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:

I. Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of time following the date of final reimbursement payment. Copies of such records shall be made available upon request to the Grantor's FOIA Officer by emailing DOT.FOIAOfficer@illinois.gov.

II. The GRANTEE shall abide by conditions set forth by IDOT:

(a) Seat Belt Policy. The GRANTEE shall have in place or establish a department seat belt policy that assures the safety of all personnel by requiring every person, regardless of seating position, to wear at all times a properly adjusted seat belt in all vehicles owned, leased, or rented by the department. This also applies to the operation of privately owned or other vehicles if used on-duty. Due to the police exemption it is insufficient to simply state, "...In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1)". A copy of the seat belt policy must be provided to the GRANTOR and also be retained locally in the project file and available for review.

(b) GRANTEE expenditures may be used to meet the Benefit to Local requirement set forth by NHTSA.

(c) Enforcement grantees will conduct continual enforcement throughout patrols and officers leaving their safety patrol to aid operations outside of the grant is not permitted to be paid as part of the grant. This time must be noted in the claim.

(d) Any program income collected during the year must be approved by IDOT and expended during the life of this grant and within the parameters.

(e) Policy on Media Materials. All forms of media, including but not limited to, printed materials, scripts for trainings and public service announcements, and/or interview talking points, must be approved by the GRANTOR prior to any media campaigns whether voluntary or program-required. The GRANTEE shall submit all media electronically to the GRANTOR Contact listed in Exhibit D of this Agreement. Failure to submit media for approval prior to the media campaign shall result in forfeiture of monetary reimbursement for any and all unapproved media. All media must be submitted a minimum of two (2) weeks prior to the start of the media campaign.

(f) Paid time off is to be used within the grant year it was earned. Paid time off is non-transferable.

(g) Programs and deliverables created and/or developed with grant funds may be used by the Grantor at its discretion.

III. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership

and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at <http://www.idot.illinois.gov/transportation-system/safety/grants/index>. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- i. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- ii. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- iii. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- iv. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- v. To insert this clause, including paragraphs (i) through (v), in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

(h) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

(m) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.



This form will be used for the Bureau of Safety Programs and Engineering to aid in the evaluation of this application and will also be used to evaluate the progress of your grant, if you are selected. Please be aware you will be responsible for completing all objectives and program implementation activities. Be specific with data, locations, dates, and activities.

Applicant Agency	Project # (Internal Use Only)
County Of Peoria	HS-22-0096

Applying for grant program.

Proper and Adequate Evaluation includes the following

- Identify the problem
- Implement a program
- Develop reasonable objectives
- Gather data and analyze results
- Develop plan for measurable results
- Report results and the adjusted plan
- Gather baseline data

1. Highway Safety Program Area (multiple boxes may be checked)

- Distracted Driving
 Impairment
 Motorcycle
 Pedestrian/Pedal Cycle
 Speed/Aggressive Driving
 Unrestrained
 Other (Specify): DUI

2. Location within 23 County Model? Yes No

3. Problem Statement (cite data for all)

A. What is the specific problem that exists among certain populations in certain areas as compared to other areas or population groups? Be specific.

The specific problem that exists in this area is the high number of Driving Under the Influence (DUI) arrests and the number of repeat drinking and driving offenses, along with other criminal offenses. The problem affects those across all populations. Those who are committing the offense of DUI may be committing other offenses or have other criminal cases

B. When and where does the problem exist?

mpaired driving is a community wide problem. The problem exists in the entire County of Peoria. It exists on a year-round basis.

C. Who are affected? List affected population size, gender, age, and/or race.

All residents of Peoria County are affected by the number of DUI arrests and repeat offenders of DUI. Those who reside in zip codes with a higher number of DUI arrest are affected more than those in other zip codes.

Those who are committing the offense fall within all demographic areas specific to Peoria County.

D. What is the trend on your specific problem? Example: Teen fatalities in Sangamon County have risen the past three years and we anticipate it being even higher this year.

We anticipate an ongoing problem of repeat DUI offenders to continue and become increasingly problematic. Peoria County will continue to utilize the use of the Impaired Driving Assessment (IDA) along with the Adult Risk Assessment (ARA) in order to supervisor DUI offenders at the appropriate level to further combat the growing problem of impaired driving.

4. Background - Provide adequate background and explanation of the problem statement based on previous studies and data to rationalize the importance of the problem.

There is an ongoing problem in Peoria County with issues related to impaired driving and associated criminality. The DUI court in Peoria County aims to reduce the number of impaired driving cases by the use of evidence-based practices, treatment and supervision.

- In the years 2017, 2018 and 2019 Peoria County had 333, 290, and 310 drivers arrested for DUI, respectively (Illinois DUI Fact Book 2021, pg. 34). 2019 saw a slight increase of 20 arrests from 2018. The problem of DUI

still exists and is problematic for this county. The National Highway Traffic Safety Administration (NHTSA) reports that in Peoria County, Illinois there were 13 traffic related deaths in 2017, this number increased to 20 in 2018, a 54% increase. In 2019, there were 276 people killed in alcohol related crashes, which represented 27% of the 1,009 total crash fatalities in Illinois.

- The issue of driving while impaired is significant in the fact that the average DUI offender is arrested with a Blood Alcohol Level (BAC) of .16, which is twice the legal limit (Illinois DUI Fact Book 2021, pg. 6). Any BAC .08 and above is illegal and the fact the average BAC is twice the legal level is cause for major concern.

- Male DIU offenders, age 21-24, accounted for the highest DUI arrest rate in 2019, about 9 per 1,000 licensed drivers (Illinois DUI Fact Book 2021 pg. 10) . This data shows the issue of impaired driving emerges at a young age and if not corrected can lead to ongoing issues, not just related to impaired driving. Along with that, 86% of all drivers arrested for DUI, in 2019, were first time offenders.

- Peoria County Probation currently supervises 978 DUI offenders, this includes those on regular probation (which is reporting probation), conditional discharge and court supervision (which are both non-reporting probation, but those on conditional discharge are called in for random drug testing). The breakdown of monthly reporting probation DUI offenders is as follows:

- o January 2020-115
- o February 2020-116
- o March 2020-109
- o April 2020-98
- o May 2020-97
- o June 2020-96
- o July 2020-94
- o August 2020-89
- o September 2020-85
- o October 2020-82
- o November 2020-80
- o December 2020-67

5. Specific Objectives - In providing objectives, indicate which direction you expect the data to move (increase or decrease), type of value (percent or number), performance measure (seat belt use, distracted driving, etc.), target population (teen drivers, pedestrians, etc.), target area (Sangamon County, Cook County, etc.), the exact beginning value and target value (86% to 90%, 1009 to 1,000, etc.), and by which date (September 30, 2021, July 30, 2021, etc.). An example of an appropriate objective would be: Increase the percent of restraint use among teen drivers in Sangamon County from 86% to 90% by September 30, 2021.

1.	Provide early screening, assessment and court intervention. 1)Referrals to the Peoria County DUI Problem Solving Court (DUI PSC) will be reviewed within 14 days. 2) Participants will have a treatment assessment within 21 days of plea. 3) Participants will commence probation supervision with in 7 days of plea.
2.	Promote public safety by reducing incidents of repeat drinking/driving behavior. 1) Participants' rearrest rate will decrease while in the program. 2) Participants' rearrest rate will decrease after completion of the program. 3) Participants' will not be arrested for other criminal offenses while in the program. 4) Participants' will not be arrested for other criminal offenses after the completion of the program.
3.	Offer and operate a cost-effective program to the taxpayer. 1) Reduce costs to the taxpayer by reducing the number of persons committed to jail and/or prison for violation of probation.

6. Performance Measures - Select specific performance measures your project will impact based on your program area using traffic safety data.

- Total Fatalities
 Seat Belt Usage
 Speed-Related Fatalities
 Motorcyclist Fatalities

- Serious Injuries
- Young Drivers (Under 21) Involved in Fatal Crashes
- Pedestrian Fatalities
- Unhelmeted Motorcyclist Fatalities
- Unrestrained Passenger Fatalities
- Driver and Motorcycle Operator with BAC 0.08 or Higher Fatalities
- Bicyclist and Other Cyclist Fatalities
- Impaired Driving Fatalities

7. Data and Method of Evaluation

A. Select the type(s) of data that will be used to evaluate your program.

- Crash
- Population
- Health
- Surveys
- Other

The data that obtained is both dynamic and static in nature. The data obtained helps the court assess the participants risk of reoffending both with a specific DUI offense and overall risk for criminal reoffending. The types of data collected included information related to; substance use, previous criminal behavior (both in general and specific to DUI offenses), criminal attitudes and beliefs, peer associations, education/employment, family support, personality and leisure/recreation

B. Describe how you will evaluate your data. If you are using surveys, you will need to include a copy of each survey. Please see the instructions at the beginning of this form on how to attach those documents.

In relation to our DUI Problem solving court, program graduation rates will be included in evaluating this specific program. For offenders in our regular DUI court, looking at treatment completion rates, recidivism rates, probation violation rates and successful completion of probation will all be factors of evaluation.

Data obtained is done by administering the Impaired Driving Assessment (IDA) will be used to evaluated participants in the DUI Court program. The IDA identifies the overall risk a participant reoffends with a DUI offense. Along with the IDA, the Adult Risk Assessment (ARA) which is an overall risk assessment will be used to identify the overall risk a participant is to the community. While the IDA is only administered once, the participant is reassessed at 12 months using the ARA. The hope is that some of dynamic factors of the ARA are improved by participating in the DUI court.

8. Program Implementation

A. Describe your program implementation by listing each activity separately with the corresponding quantity and estimated completion date. For activities that will be performed once, such as classroom setup, list the quantity as one. For example:

Activity	Quantity	Completion Date
1. Classroom and Instruction Preparation	1	12/31/2020
2. Students Taught	500	9/30/2021
3. Social Media Postings	25	7/31/2021

Add Activity

Input your implementation activities below:

	Activity	Quantity	Completion Date
1.	Both DUI Court programs have been implemented but the importance of them continuing is significant.	1	10/01/21
2.			
3.			

B. Submit all materials what will be used to complete your activities with this application. All materials will need to be sent electronically with this form. Please check below what items will be submitted and see the instructions at the beginning of this form on how to attach those documents.

- Training Materials
- Surveys
- Curriculum
- Other

9. Previous Experience

A. What previous projects has your agency completed that qualify you for this project? Please provide results of the project(s) and how that experience will benefit this project.

As mentioned, these courts have been running previously and have showed promise in past years. Many participants in these programs have expressed their gratitude and the opportunity to get the help they need to help avoid further issue related to DUI offenses. The fact that these programs have been running at full capacity in previous years, with success, will benefit the future outcomes we are trying to achieve.

B. Describe the qualifications of project staff to accomplish this project.

All staff have been trained in evidence-based practices prior to serving in both courts. The team attends a yearly conference that provides new and updated information on said evidence-based practices. The team also attends training, at their discretion, that further enhances their abilities in these DUI courts.

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Public Safety and Justice Committee does hereby recommend passage of the following Resolution:

RE: Approval of FFY2022 Grant Agreement with Illinois Department of Transportation

RESOLUTION

WHEREAS, the County has received a grant from the Illinois Department of Transportation (IDOT), with funds to be used for Adult Probation to operate the DUI Court in Peoria County as outlined in Agenda Briefing; and

WHEREAS, no matching funds from the County are required for the attached grant; and

WHEREAS, the grant period runs from October 1, 2021 through September 30, 2022; and

WHEREAS, the grant was issued with short notice and required authorization; and

WHEREAS, your Committee recommends that the Board retroactively approve the attached agreement; and

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County the attached grant agreement is hereby approved.

RESPECTFULLY SUBMITTED,

Public Safety and Justice Committee

Date:

AGENDA BRIEFING

COMMITTEE: County Operations

LINE ITEM: 082-5-082-7-736-51225

MEETING DATE: September 27, 2021

AMOUNT: est. \$52,000

ISSUE: Approve third party administrator (TPA) bid for risk management services.

BACKGROUND/DISCUSSION:

Currently the **County's contract for liability and workers' compensation** TPA services expires on December 31, 2021. Therefore, in August, staff issued request for proposals for this TPA service. Staff reviewed and compared the bids.

Three proposals were received for TPA services. The proposals were very close in pricing related to claim and administration fees. However, when adding in the run-off fees from Gallagher Bassett, the incumbent, and the run-in fees from the other TPAs, the estimated annual all-in costs run between \$52,000 and \$78,000.

Given that Gallagher Bassett submitted the best all-in financial proposal and is the current vendor so there would be no disruption in services; staff recommends the Board authorize the County Administrator to enter into negotiations for a three-year contract with the option to renew up to two additional years with Gallagher Bassett.

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

STAFF RECOMMENDATION:

Authorize the County Administrator to enter into negotiations for a three-year contract with the option to renew up to two additional years with Gallagher Bassett.

COMMITTEE ACTION:

Approved 9/27/21 (6-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Angela Loftus, Assistant HR Director

DEPARTMENT: County Administration

DATE: September 14, 2021



COUNTY OF PEORIA
PURCHASING DIVISION
PEORIA COUNTY COURTHOUSE
324 MAIN STREET - ROOM 501
PEORIA IL 61602

BID REPORT

TO: HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD
SCOTT SORREL, PEORIA COUNTY ADMINISTRATOR

FROM: JIM SMITH CPPO, CPPB
PURCHASING AGENT

SUBJECT: RFP #01-03-21
LIABILITY AND WORKER'S COMPENSATION THIRD PARTY SERVICES

DATE: AUGUST 27, 2021

CC: ANGELA LOFTUS, ASSISTANT DIRECTOR OF HUMAN RESOURCES

This office, on behalf of Administration/Human Resources, solicited proposals for Liability and Worker's Compensation Third Party Services. This report does not evaluate compliance with the RFP specifications. Seventy-Six (76) vendors matched the solicitation code, twenty (20) vendors downloaded the RFP documents, and three (3) vendor responses were received.

Responding Vendors	
Vendor	
Gallagher Bassett Services Inc.	Rolling Meadows IL
Insurance Program Managers Group	St. Charles IL
PMA Management Group	Schaumburg IL
All submissions met the administrative requirements.	



Official Certificate of Publication as Required by State Law and IPA By-Laws

Certificate of the Publisher

Gannett certifies that it is the publisher of the Peoria Journal Star. Peoria Journal Star a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City Peoria, County of Peoria, Township of Peoria, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time in the Peoria Journal Star. The publication of the notice was made in the newspaper, dated and published on **August 5th, 2021**. The notice was also placed on a statewide public notice website as required by 715 ILCS 5/2.1.

In witness, the Peoria Journal Star has signed this certificate by Gannett, its publisher, at Peoria, Illinois, on **August 5th, 2021**.

County of Peoria
Ad #4726540

By:

Ashley Anderson
Legal Notice Representative
Gannett
Publisher

(Note: Unless otherwise ordered, notarization of this document is **not** required.)

Legal Notice Legal Notice

LEGAL NOTICE

REQUEST FOR PROPOSAL

The County of Peoria is currently accepting proposals for the following goods or services:

**THIRD PARTY ADMINISTRATIVE SERVICES
RFP # 01-03-21**

Proposals will be received until:

August 24, 2021 at 2:00 p.m.

At the following location:

Peoria County Courthouse

Purchasing Office

324 Main Street, Room 501

Peoria, IL 61602

Bid documents and information may be obtained from the following link: <https://www.bidnetdirect.com/illinois/peoriacounty>

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Gallagher Bassett Services, Inc.

Authorized Agent Name & Title: Scott R. Hudson, President and CEO Gallagher Bassett

Contact Person: Jennifer Deacon

Company Address: 2850 Golf Road

City, State Zip Code: Rolling Meadows, IL 60008

Daytime Telephone: Main: 630-773-3800

Daytime Fax: N/A

Daytime E-Mail (if available): jennifer_deacon@gbtpa.com

EEO Certificate of Compliance Num.: 0 2 5 5 3 - 1 1 0 6 3 0

Addenda Received: _____

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

August 20, 2021

Date

**Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.**

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Insurance Program Managers Group
Authorized Agent Name & Title: Mike Castro, Senior Vice President
Contact Person: Mike Castro
Company Address: 225 Smith Rd.
City, State Zip Code: St. Charles, IL 60174
Daytime Telephone: 630-269-6551
Daytime Fax: 630-485-5902
Daytime E-Mail (if available): mike.castro@ipmg.com
EEO Certificate of Compliance Num.: Pending

Addenda Received: _____

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Attached is our sexual harassment and drug-free workplace policies. Neither are tolerated. Insurance Program Managers Group can meet all requirement

Mike D. Castro
Signature of Authorized Agent

8/23/21
Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: PMA Management Corp.
Authorized Agent Name & Title: Frank X. Altieri, III, President
Contact Person: Michael Fuller, Account Executive
Company Address: 150 N. Martingale Road, Suite 225
City, State Zip Code: Schaumburg, IL 60173
Daytime Telephone: 847-605-5533
Daytime Fax: 847-969-9368
Daytime E-Mail (if available): Michael_Fuller@pmagroup.com
EEO Certificate of Compliance Num.: tbd

Addenda Received: 8/16/2021

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

8/19/21

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS



This presentation and the information set forth herein have been prepared by and is the property of PMA. You should not share, distribute, copy, republish, or reproduce any portion of this presentation without prior express written consent from PMA.

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: 037-2-037-5-512-54419

MEETING DATE: September 27, 2021

AMOUNT: \$59,675.75

ISSUE: Slane Road Materials Proposal Letting

BACKGROUND/DISCUSSION: A culvert crossing on Slane Road located 0.6 miles north of IL Route 90 is failing due to deterioration of two corrugated metal culverts. Akron Township has requested to use REBUILD Illinois Bond Funds allotted to the Road District by the State to purchase a corrugated structural plate box culvert that will be used to replace the existing culverts.

IDOT regulations require the County to oversee all Township MFT Funds, which include REBUILD Illinois Bond Funds. The County is required to hold all engineering and construction contracts funded by Township MFT funds for the Townships.

The County solicited for material proposals for a corrugated structural plate box culvert and received two (2) proposals on September 14, 2021.

Metal Culverts, Inc.	Jefferson City, MO	\$59,675.75
Contech Engineered Solutions	West Chester, OH	\$61,290.00

This project is located in District # 14 (Elsasser).

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Accept the Material Proposal from Metal Culverts, Inc.

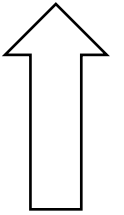
COMMITTEE ACTION:

Approved 9/27/21 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: September 14, 2021



SLANE ROAD CULVERT REPLACEMENT LOCATION MAP

Slane Road Culvert 9/10/2019



Road Looking South



Stream Looking West



Failed North Barrel



Stream Looking East

Slane Road Culvert 9/10/2019



East End of Culverts – Note Failed North Barrel



Acceptance of Proposal to Furnish Materials and Approval of Award



Local Public Agency	County	Street Name/Road Name	Section Number
Akron Road District	Peoria	Slane Road	20-01118-77-DR

Bidder's Name

Bidder's Address	City	State	Zip Code
P.O. Box 330	Jefferson City	MO	65109

In accordance with your proposal submitted on 09/14/21, a copy of which is in our files, you have been awarded the contract for
Date of Submittal
 furnishing the following materials required in the construction of the above designated project. Materials shall be inspected in
Construction or Maintenance
 accordance with current Departmental policies.

Item	Unit of Measure	Quantity	Unit Price	Amount
Corrugated Stru. Plate Box 19'-5" x 6'-11"	L. Sum	1	\$59,675.7500	\$59,675.75
Total				\$59,675.75

Terms

Shipping Instructions

For Municipal Projects

Municipal Official Signature	Date
<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

For County And Road District Project

Highway Commissioner Signature	Date
<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

Illinois Department of Transportation
Concurrence in Approval of Award


Regional Engineer Signature	Date
<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

County Engineer/Superintendent of Highways Signature	Date
<input style="width: 100%; height: 40px;" type="text"/>	<input style="width: 100%; height: 40px;" type="text"/>

Instructions BLR 12330 - Page 1 of 1

The instructions should not be included when the form is submitted.

This form shall be completed by the Local Public Agency (LPA) after the material proposal or deliver and install proposal letting to notify the material supplier of the award and how the material will be furnished. This form is **not** to be used where all bids are accepted from all bidders. Material Quotations, BLR 12250, is to be used. See the Bureau of Local Roads and Streets Manual (BLRS) Chapter 12 for more information. For signature requirements, refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the LPA soliciting bids for the project.
County	Insert the name of the County in which the LPA is located.
Street Name/Road Name	Insert the name of the street/road on which the project is located. For projects that include several streets or routes insert various.
Section Number	Insert the section number assigned to this project without dashes. If there are two section numbers assigned to the project, click on the plus sign. In the additional box labeled Section (2) add the second section number.
Bidder	Insert the name of the successful bidder.
Address	Insert the address of the successful bidder.
Date of Submittal	Insert the date the proposal was submitted.
Construction or Maintenance	Insert the type of project this is for, construction or maintenance.
Item	Insert the name of the item.
Unit	Insert the unit of measure for the item.
Quantity	Insert the quantity of for the item.
Unit Price	Insert the awarded unit price for the item.
Amount	No entry necessary this is a calculated field, it multiplies the quantity times the unit price.
Button Functionality	 Use the Add Row (+) and/or Remove Row (-) buttons located at the beginning of each line/row to either add a row directly below the row that the Add (+) button is clicked on or remove the actual row that the Remove (-) button is clicked on.
Terms	Insert any terms concerning this award (e.g. this could include discounts for paying within a certain number of days).
Shipping Instructions	Insert the shipping instructions indicating a last date when the material is needed for the minimum or maximum amount of material to be delivered.
Municipal Official	For a municipal project, the appropriate municipal LPA official will sign and date here.
Highway Commissioner	If this project is for a Road District, the Highway Commissioner will sign and date here.
County Engineer /Superintendent of Highways	For County/Road District projects, the County Engineer/Superintendent of Highways will sign and date here.
Regional Engineer	Upon approval the IDOT Regional Engineer will sign and date here.

A minimum of five (5) signed originals must be submitted to the Regional Engineer's District office.

Local Public Agency Clerk
Local Public Agency Engineer/Consultant
District File
District Bureau of Materials
Bidder/Contractor

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, IL)

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: SLANE ROAD MATERIAL PROPOSAL

RESOLUTION

WHEREAS, Peoria County solicited material proposals for a corrugated structural plate box culvert on Slane Road, designated as Section Number 20-01118-77-DR; and

WHEREAS, on September 14, 2021, the following proposals were received:

Metal Culverts, Inc.	Jefferson City, MO	\$59,675.75
Contech Engineered Solutions	West Chester, OH	\$61,290.00

WHEREAS, your Infrastructure Committee would recommend acceptance of the lowest responsible material proposal submitted by Metal Culverts, Inc. in the amount of \$59,675.75 for a corrugated structural plate box culvert on Slane Road, designated as Section Number 20-01118-77-DR; and

NOW THEREFORE BE IT RESOLVED that the low material proposal submitted by Metal Culverts, Inc. in the amount of \$59,675.75 for a corrugated structural plate box culvert on Slane Road, designated as Section Number 20-01118-77-DR is hereby accepted as the lowest responsible proposal meeting the needs and proposal specifications of the County and Akron Road District; and

BE IT FURTHER RESOLVED, that the County Engineer is hereby authorized to sign the Acceptance of Proposal to Furnish Materials and Approval of Award for Section Number 20-01118-77-DR after review and approval by the State's Attorney Office, and that the County Treasurer is hereby authorized to issue checks from the Township Motor Fuel Tax Fund in payment for the corrugated structural plate box culvert on Slane Road.

Respectfully Submitted,

Infrastructure Committee

AGENDA BRIEFING

COMMITTEE: Infrastructure **LINE ITEM:** 036-2-036-5-511-54303

MEETING DATE: September 27, 2021 **AMOUNT:** \$180,000.00

ISSUE: Resolution for Local Public Agency Agreement for Federal Participation for Phase I & II Preliminary Engineering for the Rehabilitation of Structure Number 072-3132 on Pulsifer Road.

BACKGROUND/DISCUSSION: Structure Number 072-3132 is a 66' long precast, prestressed concrete deck beam bridge that was built in 1994. The structure has a Sufficiency Rating of 50.9 and carries 175 vehicles per day.

The 2020 Routine Inspection of the bridge found several beams were cracked and spalling. As the deterioration advances, it may be necessary in the future to post a weight limit on the bridge, or possibly close the bridge to traffic.

Federal Funding is available to rehabilitate the bridge in the summer of 2023. Rehabilitation will include the replacement of the deck beams, replacement of the guardrail, and replacement of the slopewall protection under the bridge. Rehabilitation costs are estimated at \$750,000. Federal Funds will account for 80% of the cost of the construction.

In July 2021, the Peoria County Board approved a preliminary engineering agreement with Hanson Professional Services for the Pulsifer Road project. The preliminary engineering agreement will also be partially funded with Federal Funds. In order to utilize the Federal Funds for the preliminary engineering, Peoria County must execute a Local Public Agency Agreement for Federal Participation with IDOT to utilize the Federal Funds.

This resolution will allow Peoria County to enter into a Local Public Agency Agreement for Federal Participation with IDOT to utilize Federal Funds for Pulsifer Road Bridge preliminary engineering.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION:

Approved 9/27/21 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: August 17, 2021

072-3132, Pulsifer Rd., 09/29/20



ROAD LOOKING SOUTH



UPSTREAM LOOKING DOWNSTREAM, WEST TO EAST



SOUTHWEST WING WALL



NORTH ABUTMENT

072-3132, Pulsifer Rd., 09/28/20



SOUTH ABUTMENT



SUPERSTRUCTURE



2ND BEAM FROM WEST, SOUTH QUARTER



4TH BEAM FROM WEST, SOUTH QUARTER

072-3132, Pulsifer Rd., 09/28/20



4TH BEAM FROM WEST, SOUTH QUARTER



4TH BEAM FROM EAST, CENTER OF SPAN


LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Peoria County	Peoria	20-00155-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-BR	N/A	N/A	N/A

Construction on State Letting
 Construction Local Letting
 Day Labor
 Local Administered Engineering
 Right-of-Way

Construction
Engineering
Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		P-94-007-21	N9C1(743)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
CH 23R	CH 0023R	0.01	09.28	09.29

Location Termini
Pulsifer Road AT Tiber Creek

Current Jurisdiction	Existing Structure Number(s)	Add Location
Peoria County	072-3132	Remove

PROJECT DESCRIPTION

PE I&I for bridge rehabilitation consisting of removal and replacement of existing PPC Deck beams, wearing surface, bridge rail, and guardrail.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Resolution for Signature Authority
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Scott Sorrel

Title of Official

County Administrator

Signature

Date

--	--

The above signature certifies the agency's Tin number is 376001763 conducting business as a Governmental Entity.

Duns Number 071436208

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Secretary of Transportation

Date

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By:

George A. Tapas, Engineer of Local Roads & Streets

Date

--	--

Director of Planning & Programming

Date

--	--

Yangsung Kim, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

ADDENDA NUMBER 2

Local Public Agency Peoria County	County Peoria	Section Number 20-00155-00-BR
Construction	Engineering	Right of Way
Job Number 	Project Number P-94-007-21	Job Number
Project Number 	Job Number N9C1(743)	Project Number

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
- Preliminary Engineering	STP-Br	\$144,000.00	80%				Local Match	\$36,000.00	20%	\$180,000.00
-										
-										
-										
-										
-										
-										
-										
-										
-										
-										
-										
	Total	\$144,000.00		Total			Total	\$36,000.00		\$180,000.00

Add _____

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section number applied to this project.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)																																
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMAP</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque Metropolitan Area Transportation Study</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMAP	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque Metropolitan Area Transportation Study	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SLATS	State Line Area Transportation Study																																
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".																																
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.																																
Day Labor	Check this box if the project will be constructed using day labor.																																
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.																																
Right-of-Way	Check this box if Right-Of-Way is part of the project.																																
Construction																																	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"																																
Project Number	Insert the project number assigned to the construction portion of this project.																																
Engineering																																	
Job Number	Insert the job number assigned for the engineering portion of this project.																																
Project Number	Insert the project number assigned to the engineering portion of this project.																																

Instructions for BLR 05310 - Page 2 of 3

Right-of-Way

Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

- Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.
1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
 2. Division of Cost Insert the division of cost page (see separate instructions for completing this document).
 3. LPA Appropriation Resolution For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
 4. IDOT Fiscal Approval Signature Page

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

Local Public Agency

The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation

The appropriate IDOT officials shall sign and date here.

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Division of Cost Table:

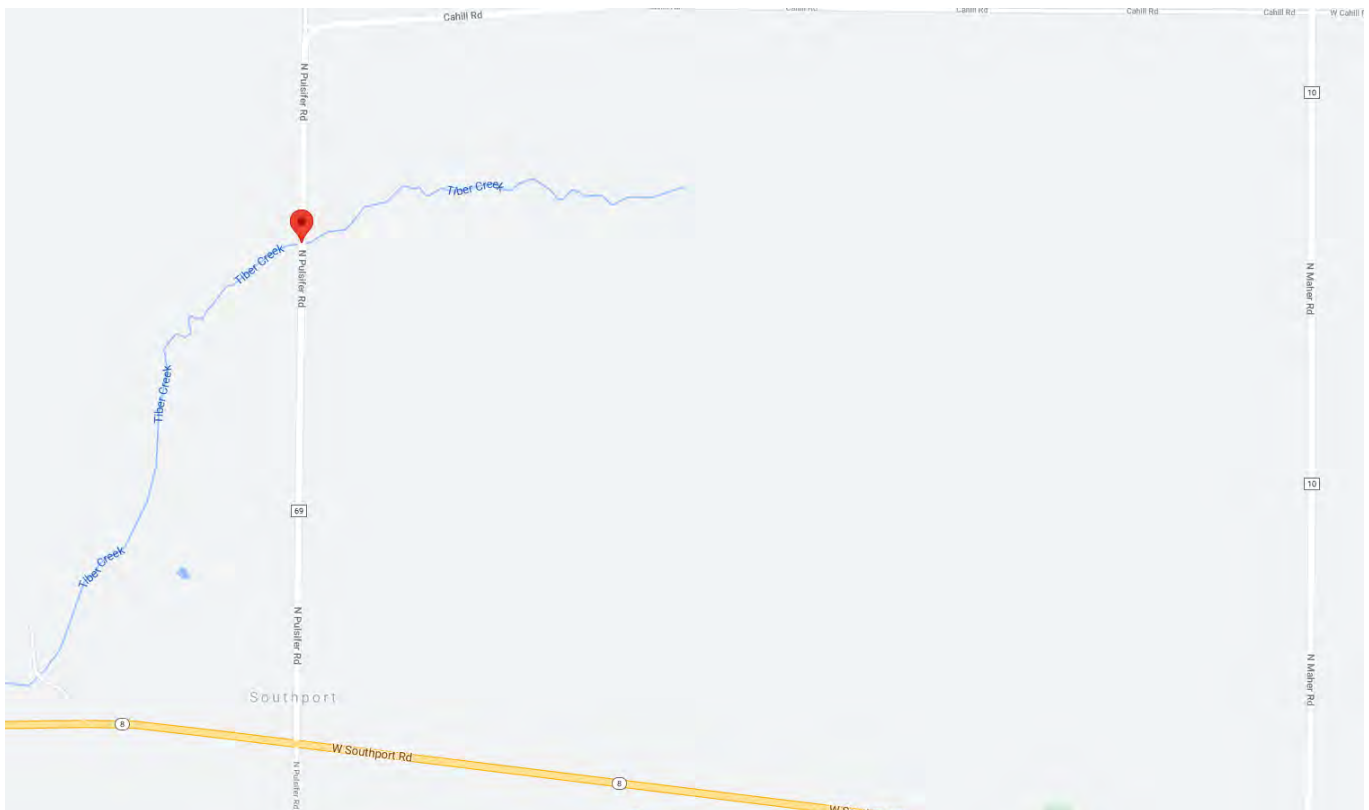
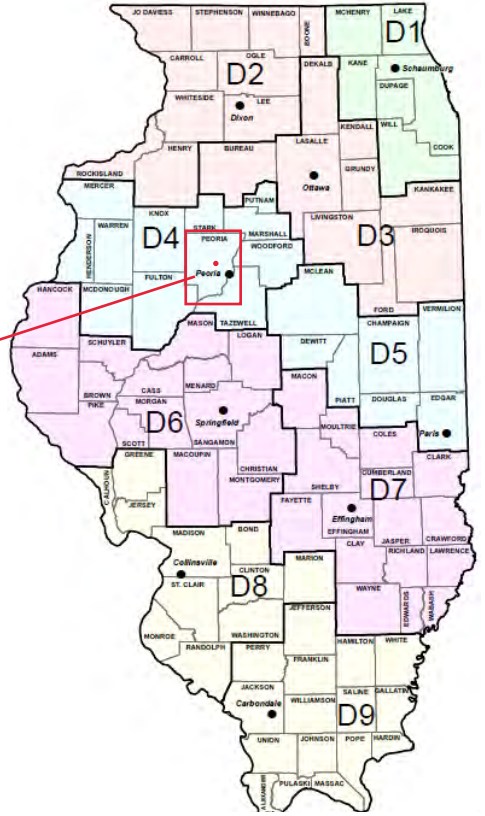
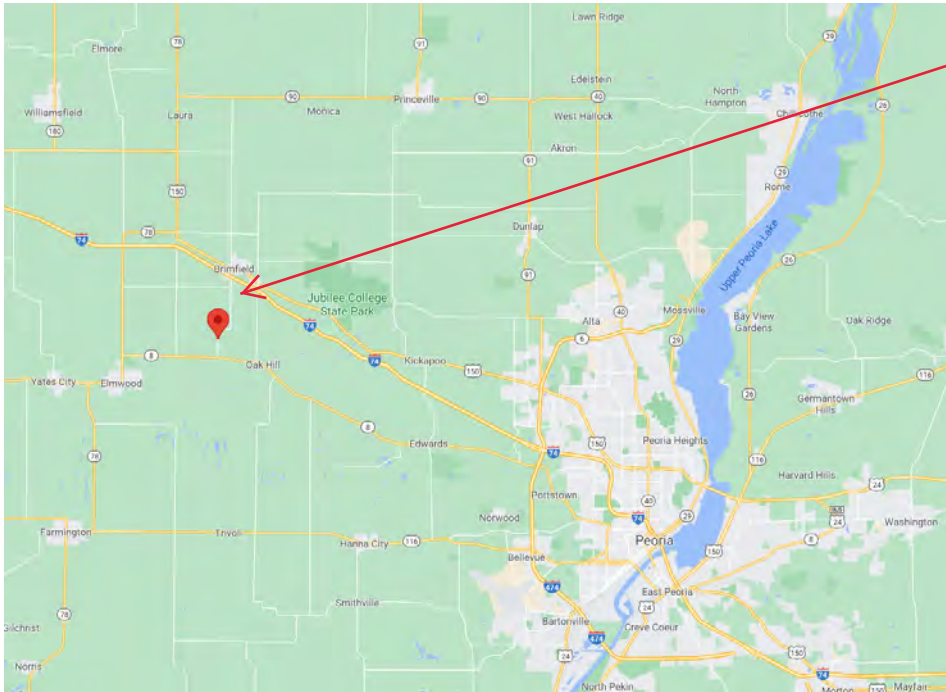
Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

- District file
- Bureau of Local Roads Central Office (2)

Addendum #1 - Location Map
P-94-007-21 / Section 20-00155-00-BR



AGENDA BRIEFING

COMMITTEE: Infrastructure **LINE ITEM:** 034-2-034-5-514-55104

MEETING DATE: September 27, 2021 **AMOUNT:** \$340,000.00

ISSUE: Resolution for Federal Agreement with the State of Illinois for Dogtown Lane Bridge Replacement

BACKGROUND/DISCUSSION: Structure Number 072-3105 on Dogtown Lane (C.H. R23) is a 126' long bridge with a Sufficiency Rating of 46.8. The structure was built in 1977 and carries 200 vehicles per day. The bridge is structurally deficient and is in need of replacement.

The bridge replacement project is scheduled for the November 5, 2021 IDOT bid letting. Federal STP-Br funds account for 80% of the cost of the construction, with the remaining 20% of the cost being paid for with County Bridge Funds. Total estimated cost of Construction is \$1,700,000 (\$1,360,000 Federal / \$340,000 County).

This Resolution allows the County to enter into an agreement with IDOT to use Federal Funding for the replacement of the Dogtown Lane Bridge. The Resolution appropriates \$360,000 in County Bridge funds in case of cost overruns during construction.

This project is located in County Board District # 16 (Windish).

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution.

COMMITTEE ACTION:

APPROVED 9/27/21 (5-0 VOTES) MS. PASTUCHA VOTED AYE VIA TELECONFERENCE

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: September 3, 2021

072-3105 DOG TOWN LANE RD., 9-18-2019



ROAD ALIGNMENT FACING SOUTH



NORTH PIER



NORTH ABUTMENT



SUPER STRUCTURE

072-3105 DOG TOWN LANE RD., 9-18-2019



SOUTH PIER



CENTER SPAN



STREAM BED FACING EAST



SOUTH SLOPE WALL CRACK

072-3105 DOG TOWN LANE RD., 9-18-2019



POP OUTS SOUTH SPAN



SOUTH SPAN BEAM CRACKING



SOUTH SPAN SPALLING



DAMAGED CURB OVER PIERS (TYPICAL)



Local Public Agency Agreement for Federal Participation



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Peoria County	Peoria	17-00132-00-BR

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP-Br	N/A	N/A	N/A

Construction on State Letting Construction Local Letting Day Labor Local Administered Engineering Right-of-Way

Construction

Engineering

Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-94-045-21	3P3M(067)				

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	From	To
Dogtown Lane	CH 0023R	0.01 Mi.	12.26	12.27

Location Termini

Southeast of Elmwood at West Fork of Kickapoo Creek

Current Jurisdiction	Existing Structure Number(s)	<input type="button" value="Add Location"/>
Peoria County	072-3105	<input type="button" value="Remove"/>

PROJECT DESCRIPTION

Removal and replacement of existing bridge (Old SN 072-3105) with a single span, plate girder superstructure on integral abutments with concrete deck, bridge (New SN 072-3161. Includes Roadway improvements adjacent to the bridge to tie into the new structure.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share \$340,000.00 _____ divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, 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 **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following **FHWA** authorization, the **LPA** will repay the **STATE** any Federal funds received under the terms of this agreement.
12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following **FHWA** authorization using right-of-way acquired this agreement, the **LPA** will repay the **STATE** any Federal Funds received under the terms of this agreement.
13. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the **LPA/** railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate **IDOT** District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
14. Certifies to the best of its knowledge and belief that its officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
16. (**STATE** Contracts). That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the **LPA's** certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The **LPA** shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
18. To regulate parking and traffic in accordance with the approved project report.
 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
 22. (Reimbursement Requests) For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
 23. (Final Invoice) The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
 24. (Project Closeout) The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.
 26. (Single Audit Requirements) That if the **LPA** expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.
 27. That the **LPA** is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions, as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. (Day Labor) To authorize the **LPA** to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the **LPA** for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.

4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions.
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** 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.). In the absence of a USDOT - approved **LPA** DBE Program or on state awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

	1.	Location Map
	2.	Division of Cost
-	3.	Local Agency Appropriations Resolution
-	4.	Local Agency Resolution for Signature Authority
Add Row		

The LPA further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Scott Sorrel

Title of Official

County Administrator

Signature

Date

--	--

The above signature certifies the agency's Tin number is 376001763 conducting business as a Governmental Entity.

Duns Number 071436208

APPROVED

State of Illinois
Department of Transportation

Omer Osman P.E., Secretary of Transportation

Date

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By:

George A. Tapas, Engineer of Local Roads & Streets

Date

--	--

Director of Planning & Programming

Date

--	--

Yangsung Kim, Chief Counsel

Date

--	--

Joanne Woodworth, Acting Chief Fiscal Officer

Date

--	--

NOTE: if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of LPA	Insert the name of the LPA																																
County	Insert the name of the county in which the LPA is located.																																
Section Number	Insert the section number applied to this project.																																
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)																																
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.																																
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:																																
	<table border="0"> <tr> <td>Bi-State</td> <td>Bi-State Regional Commission</td> </tr> <tr> <td>CMAP</td> <td>Chicago Metropolitan Planning Organization</td> </tr> <tr> <td>CUUATS</td> <td>Champaign/Urbana Urban Area Transportation Study</td> </tr> <tr> <td>DATS</td> <td>Danville Area Transportation Study</td> </tr> <tr> <td>DMATS</td> <td>Dubuque Metropolitan Area Transportation Study</td> </tr> <tr> <td>DSATS</td> <td>DeKalb/Sycamore Area Transportation Study</td> </tr> <tr> <td>DUATS</td> <td>Decatur Urbanized Area Transportation Study</td> </tr> <tr> <td>EWGCG</td> <td>East-West Gateway Council of Governments</td> </tr> <tr> <td>KATS</td> <td>Kankakee Area Transportation Study</td> </tr> <tr> <td>MCRPC</td> <td>McLean County Regional Planning Commission</td> </tr> <tr> <td>PPUATS</td> <td>Peoria/Pekin Urban Area Transportation Study</td> </tr> <tr> <td>RPC</td> <td>Region 1 Planning Council</td> </tr> <tr> <td>SATS</td> <td>Springfield Area Transportation Study</td> </tr> <tr> <td>SEMPO</td> <td>South East Metropolitan Planning Organization</td> </tr> <tr> <td>SIMPO</td> <td>Southern Illinois Metropolitan Planning Organization</td> </tr> <tr> <td>SLATS</td> <td>State Line Area Transportation Study</td> </tr> </table>	Bi-State	Bi-State Regional Commission	CMAP	Chicago Metropolitan Planning Organization	CUUATS	Champaign/Urbana Urban Area Transportation Study	DATS	Danville Area Transportation Study	DMATS	Dubuque Metropolitan Area Transportation Study	DSATS	DeKalb/Sycamore Area Transportation Study	DUATS	Decatur Urbanized Area Transportation Study	EWGCG	East-West Gateway Council of Governments	KATS	Kankakee Area Transportation Study	MCRPC	McLean County Regional Planning Commission	PPUATS	Peoria/Pekin Urban Area Transportation Study	RPC	Region 1 Planning Council	SATS	Springfield Area Transportation Study	SEMPO	South East Metropolitan Planning Organization	SIMPO	Southern Illinois Metropolitan Planning Organization	SLATS	State Line Area Transportation Study
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SLATS	State Line Area Transportation Study																																
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".																																
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.																																
Day Labor	Check this box if the project will be constructed using day labor.																																
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.																																
Right-of-Way	Check this box if Right-Of-Way is part of the project.																																
Construction																																	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"																																
Project Number	Insert the project number assigned to the construction portion of this project.																																
Engineering																																	
Job Number	Insert the job number assigned for the engineering portion of this project.																																
Project Number	Insert the project number assigned to the engineering portion of this project.																																

Instructions for BLR 05310 - Page 2 of 3

Right-of-Way

Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. If there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.

For State Let Construction Projects:

Addenda

- Within the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.
1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
 2. Division of Cost Insert the division of cost page (see separate instructions for completing this document).
 3. LPA Appropriation Resolution For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.
 4. IDOT Fiscal Approval Signature Page

Approved

- | | |
|---------------------------------|---|
| Local Public Agency | The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number. |
| Illinois Dept of Transportation | The appropriate IDOT official shall sign and date here. |

For Local Let Projects:

1. Location Map Attach a location map to this agreement showing all locations being improved by this project.
2. Division of Cost Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

Approved

Local Public Agency

The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

Illinois Dept of Transportation

The appropriate IDOT officials shall sign and date here.

Division of Cost Table:

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

- Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
- Lump-sum to be utilized second not to exceed \$20,000 EDP funds.
- Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

- Maximum STR participation 80% not to exceed \$100,000
- Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

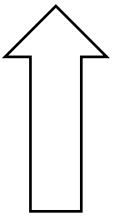
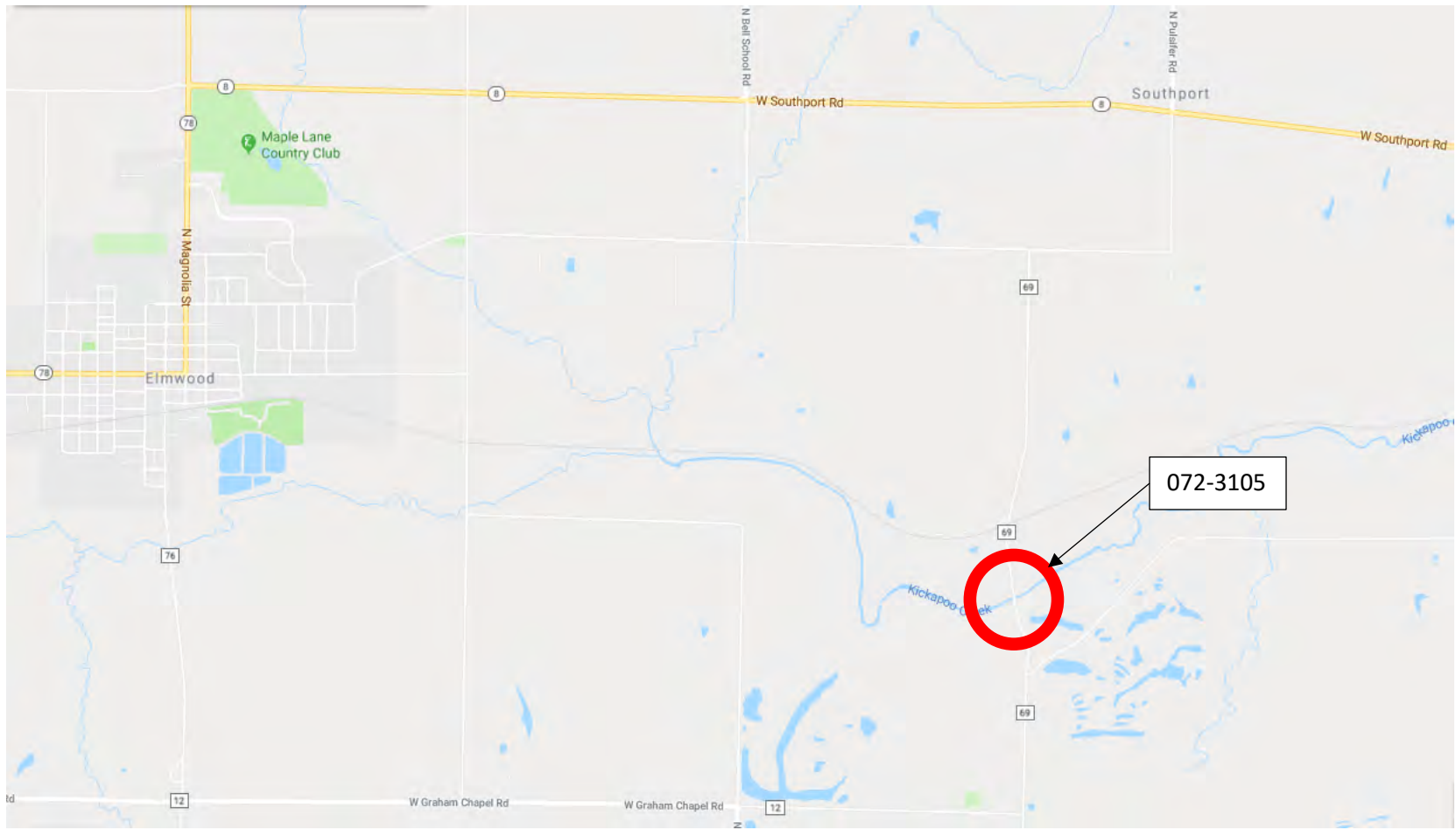
Division of Cost Table:

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type form the drop down.
Amount	Insert the amount of federal funds for the type listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete the following for state funds.
Fund Type	Choose the type of State Funds from the drop down.
Amount	Insert the amount of state funds for the type listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Insert the type of LPA funds being used on this project.
Amount	Insert the amount of LPA funds for the type listed under fund type.
%	Insert the percentage of local funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

- District file
- Bureau of Local Roads Central Office (2)



DOGTOWN LANE BRIDGE LOCATION MAP

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

Local Agency Agreement for Federal Participation with the State of Illinois for Bridge Replacement on Dogtown Lane

RESOLUTION

WHEREAS, Structure Number 072-3105 on Dogtown Lane is scheduled for replacement; and

WHEREAS, PEORIA COUNTY is eligible to receive a total of \$1,360,000.00 in Federal funding towards the project.

NOW, THEREFORE BE IT RESOLVED, that the attached Local Agency Agreement for Federal Participation with the Illinois Department of Transportation is hereby approved; and

BE IT FURTHER RESOLVED, that the County Administrator be authorized to sign the Local Agency Agreement for Federal Participation; and

BE IT FURTHER RESOLVED, that the sum of \$360,000.00 is hereby appropriated from the County Bridge Fund for construction for the replacement of Structure Number 072-3105, designated as Section Number 17-00132-00-BR; and

BE IT FURTHER RESOLVED, Peoria County will cover expenses above the Federal portion as stated in the attached Local Agency Agreement for Federal Participation for the replacement of Structure Number 072-3105; and

BE IT FURTHER RESOLVED, that the County Treasurer is authorized to issue checks from the County Bridge Fund in payment of estimates for the construction.

Respectfully submitted,

Infrastructure Committee

AGENDA BRIEFING

COMMITTEE: Infrastructure **LINE ITEM:** N/A

MEETING DATE: September 27, 2021 **AMOUNT:** N/A

ISSUE: Letter of Commitment for accepting future sidewalk maintenance responsibilities on a portion of Airport Road under State of Illinois Jurisdiction.

BACKGROUND/DISCUSSION: The Illinois Department of Transportation has jurisdiction of Airport Road from Dirksen Parkway to IL 116 (Plank Road). IDOT is planning to replace the bridge on Airport Road that crosses I-474 in 2023. The construction limits for the project are from Dirksen Parkway to W. Middle Road. As part of the design process, IDOT must study pedestrian and bicycle accommodations. IDOT has determined that a sidewalk and on-road bicycle accommodations are warranted for the project. The proposed sidewalk would connect to the existing sidewalk Peoria County has constructed on Airport Road and Dirksen Parkway. However, IDOT policy states that they will only construct the sidewalk if Peoria County will take maintenance responsibility of the sidewalk even though this section of road is under IDOT jurisdiction.

In a letter dated August 20, 2021 IDOT asked for Peoria County to either sign a Letter of Commitment or pass a Resolution of Non-Participation.

If Peoria County signs the Letter of Commitment, IDOT will construct the sidewalk at their cost. However, the County will be committing to assume responsibility for administration, control, reconstruction, and maintenance of the sidewalk on a road under IDOT jurisdiction. The County will also be agreeing to assume responsibility for the administration, control, reconstruction, and maintenance of the curb and gutter, inlets, storm sewer pipes, and other drainage appurtenances constructed as part of the project to accommodate the installation of sidewalk on a road under IDOT jurisdiction.

If Peoria County passes the Resolution of Non-Participation, the County will be rejecting maintenance of the proposed sidewalk and will be acknowledging that such rejection will result in a cancellation of the proposed sidewalk.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Pass the Resolution of Non-Participation

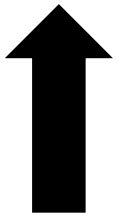
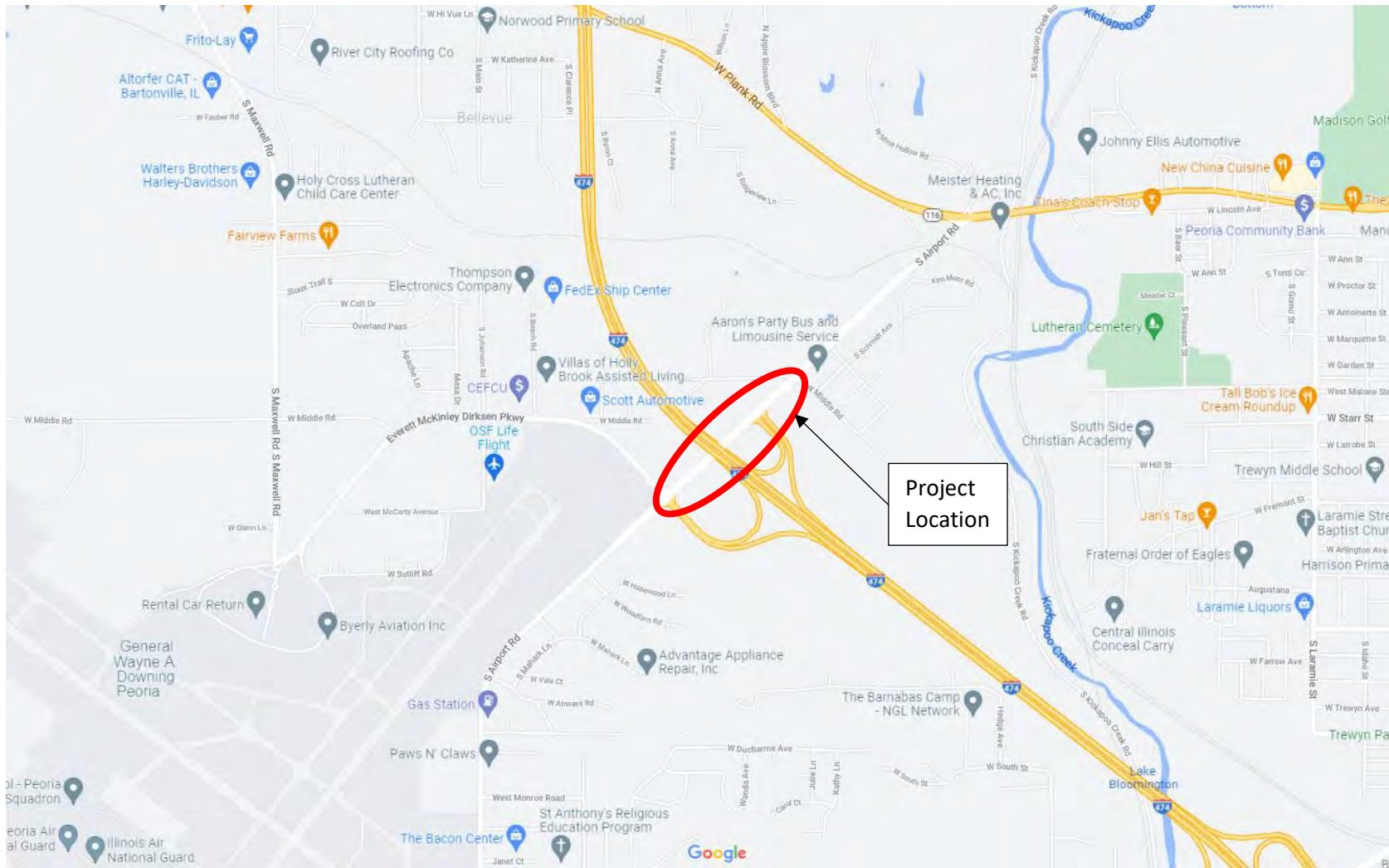
COMMITTEE ACTION:

Approved 9/27/21 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Jeffrey D. Gilles

DEPARTMENT: Highway

DATE: September 8, 2021



AIRPORT ROAD BRIDGE LOCATION MAP

CERTIFIED MAIL



Illinois Department of Transportation

Office of Highways Project Implementation / Region 3 / District 4
401 Main Street / Peoria, Illinois 61602-1111

August 20, 2021

PROJECT SUPPORT
LETTER OF COMMITMENT

FAI Route 474 (I-474)

State Section: (72-3HB-4)BR

Peoria County

Location: Structure replacement carrying Airport Road over I-474 in Peoria County

Job No.: C-94-073-09

Contract No. 68886

Ms. Amy Benecke McLaren
Peoria County Engineer
6915 West Plank Road
Peoria, Illinois 61604



Dear Ms. McLaren:

Enclosed are three (3) copies of a Letter of Commitment for the structure replacement carrying Airport Road over I-474 in Peoria County. The project includes a proposed sidewalk and on-road bicycle accommodations that would require Peoria County to accept future maintenance responsibilities for the sidewalk. If you concur with the conditions set forth in the Letter of Commitment, please sign and return two (2) copies. Upon receipt of these copies we will assume Peoria County concurs in all conditions stated therein.

If you do not concur with the conditions in the Letter of Commitment, please sign and return one (1) signed original of the Resolution of Non-Participation, two (2) of which have been enclosed.

This project is tentatively scheduled for our November 18, 2022 letting. Please return either the Letter of Commitment or the Resolution as soon as possible, but no later than six weeks from the date of this letter. Your prompt attention to this matter will allow us to move forward with design and keep this important project on the scheduled letting.

If you have any questions regarding this Agreement, please feel free to contact our Agreements Unit at (309) 671-3496.

Sincerely,

Kensil A. Garnett KSD

Kensil A. Garnett, P.E.
Region Three Engineer

RH:pjl\WINWORD\Progdev\Agreements\Commitment\68886.LtrOfCommitment_PeoriaCounty.docx

Enclosure(s)

cc: Studies & Plans (M. Otten/R. Dotson/R. Nolte)
Agreements (R. Julich)
Operations (M. Vitner)

FAI Route 474 (I-474)
Section (72-3HB-4)BR
Peoria County
Location: Structure replacement carrying Airport Road
over I-474 in Peoria County
Job No. C-94-073-09
Contract No. 68886

LETTER OF COMMITMENT

This Letter of Commitment, entered into this _____ day of _____ A.D., 2021, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and PEORIA COUNTY, of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public is desirous of replacing the structure carrying Airport Road over Interstate Route 474; and

WHEREAS, the STATE is in the preliminary design phase for the project and has determined that the warrants for bicycle and pedestrian accommodations have been met, thereby creating a requirement to consider bicycle and pedestrian accommodations as part of the project; and

WHEREAS, the STATE has developed a concept layout for pedestrian accommodations (sidewalk) along the south side of Airport Road and on-road bicycle accommodations along both sides of Airport Road between I-474 Ramp D to the southwest corner of W. Middle Road, shown as Exhibit A; and

WHEREAS, it is necessary to define responsibilities and commitments of both parties to ensure project scheduling and timeliness; and

WHEREAS, both parties to this Letter of Commitment are desirous of the proposed pedestrian accommodations (sidewalk) and on-road bicycle accommodations in that same will be of immediate benefit to the local residents and permanent in nature; and

FAI Route 474 (I-474)
Section (72-3HB-4)BR
Peoria County
Location: Structure replacement carrying Airport Road
over I-474 in Peoria County
Job No. C-94-073-09
Contract No. 68886

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the pedestrian and bicycle accommodations and all appurtenances to be built in accordance with the plans, specifications, and contract.
2. The STATE agrees to pay for all right-of-way, construction, and engineering costs for the project, including curb and gutter, inlets, storm sewer pipes, and other drainage appurtenances constructed as part of this project to accommodate the installation of sidewalk.
3. The STATE agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the on-road bicycle accommodations.
4. The COUNTY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the sidewalk, not otherwise carried on STATE structures. The COUNTY agrees that these responsibilities include sidewalk through medians, islands, and curb ramps. Should the COUNTY elect to perform snow and ice removal on the sidewalk, the COUNTY also agrees to perform snow and ice removal on the portion of the sidewalk carried on STATE structures.
5. The COUNTY agrees to assume responsibility for the administration, control, reconstruction, and maintenance of the curb and gutter, inlets, storm sewer pipes, and other drainage appurtenances constructed as part of this project to accommodate the installation of sidewalk.

FAI Route 474 (I-474)
Section (72-3HB-4)BR
Peoria County
Location: Structure replacement carrying Airport Road
over I-474 in Peoria County
Job No. C-94-073-09
Contract No. 68886

6. Final details concerning maintenance and jurisdictional responsibilities, and any required ordinances/resolutions shall be addressed in a Letter of Understanding as the proposed improvement plans and contract are developed.

The LETTER OF COMMITMENT shall be binding upon and to the mutual benefit of the parties hereto, their successors and assigns.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

PEORIA COUNTY

By: _____
Kensil A. Garnett, P.E.
Region Three Engineer

By: _____
Scott Sorrell, County Administrator

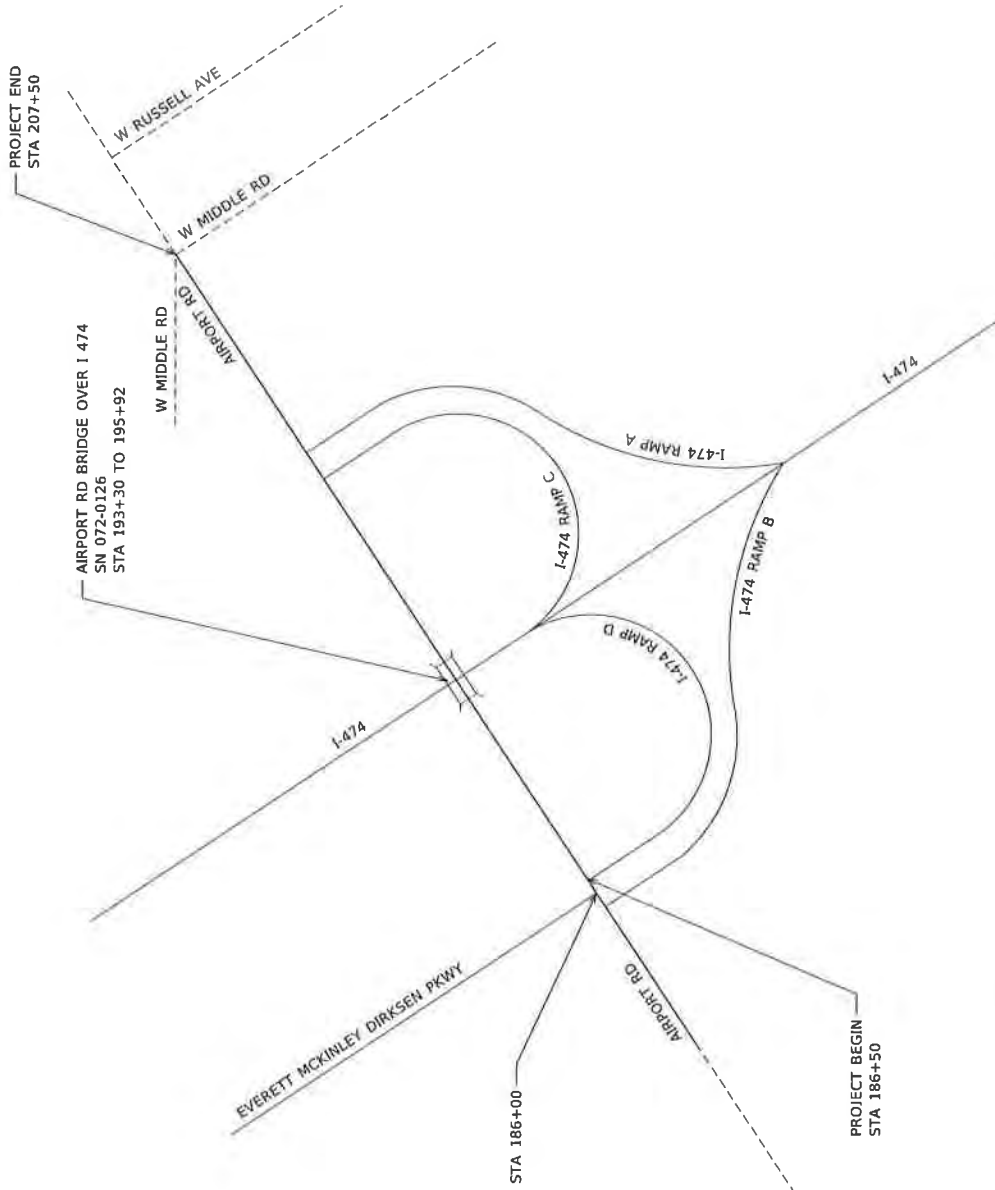
Date: _____

Date: _____

Attest: _____
Rachael Parker, County Clerk

O:\PD\MGR1\WINWORD\Progdev\Agreements\Commitment\68886_PeoriaCounty.docx

EXHIBIT A
SHEET 1 OF 4



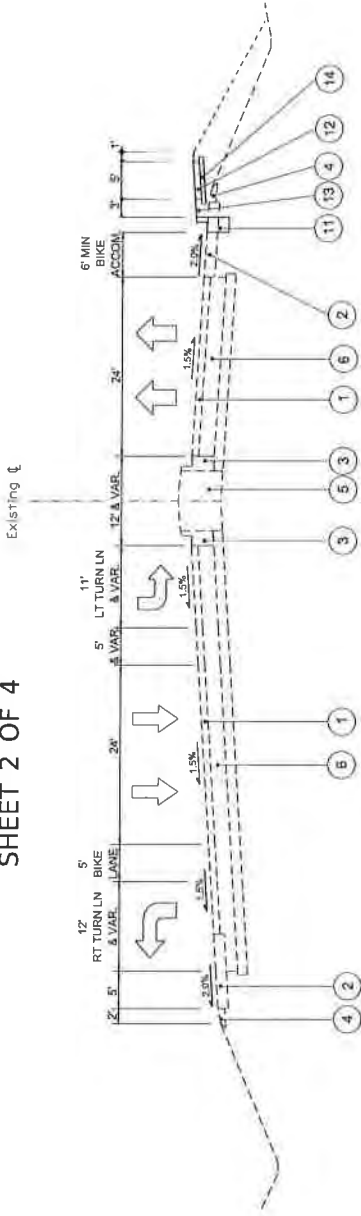
*NOT TO SCALE

DESIGNED - DRAWN - CHECKED - DATE -		REVISIONS NO. DATE DESCRIPTION		STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		LINE DIAGRAM SHEET OF SHEETS STA. TO STA.		COUNTY CONTRACT NO.		TOTAL SHEETS CONTRACT NO.	
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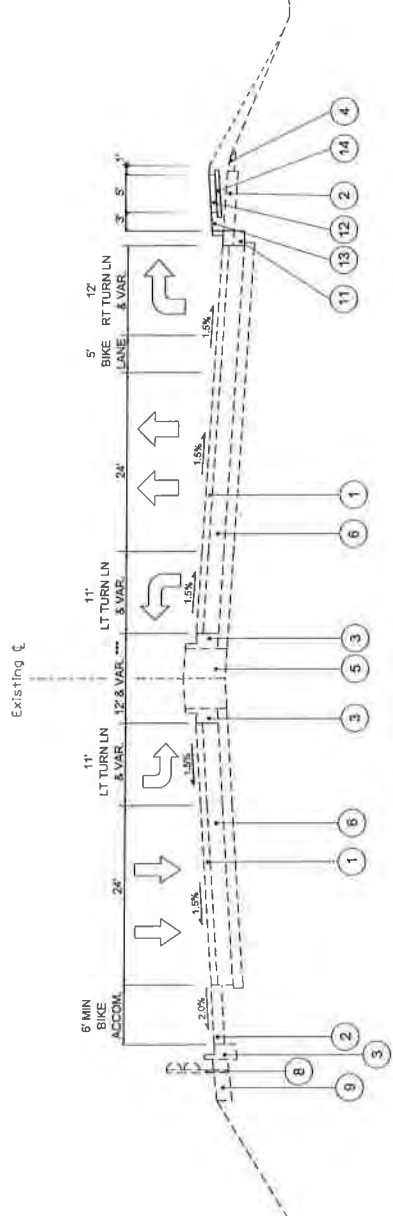
EXHIBIT A
SHEET 2 OF 4

LEGEND:

- 1 EXISTING HMA OVERLAY, 1 1/2"
- 2 EXISTING HMA SHOULDER
- 3 EXISTING CURB AND GUTTER, TYPE B-6.24
- 4 EXISTING AGGREGATE SHOULDER
- 5 EXISTING TURF MEDIAN
- 6 EXISTING PCC PAVEMENT, 10"
- 7 EXISTING PCC SIDEWALK, 4"
- 8 EXISTING STEEL PLATE BEAM GUARDRAIL
- 9 EXISTING GUARDRAIL AGGREGATE EROSION CONTROL
- 10 EXISTING GUARDRAIL PCC MEDIAN CAP
- 11 PROPOSED PCC CURB AND GUTTER, TYPE B-6.24
- 12 PROPOSED PCC SIDEWALK, 4"
- 13 PROPOSED TURF BUFFER
- 14 PROPOSED SUBBASE GRANULAR MATERIAL, TYPE B, 4"

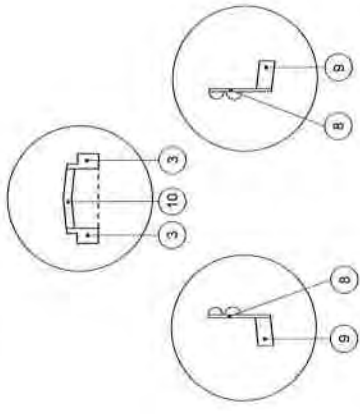


PROPOSED TYPICAL SECTION NO.1
AIRPORT RD
STA 186+50 TO STA 193+30



PROPOSED TYPICAL SECTION NO.2
AIRPORT RD
STA 195+92 TO STA 207+50

*** CAPPED MEDIAN STA 201+50 TO STA 207+50

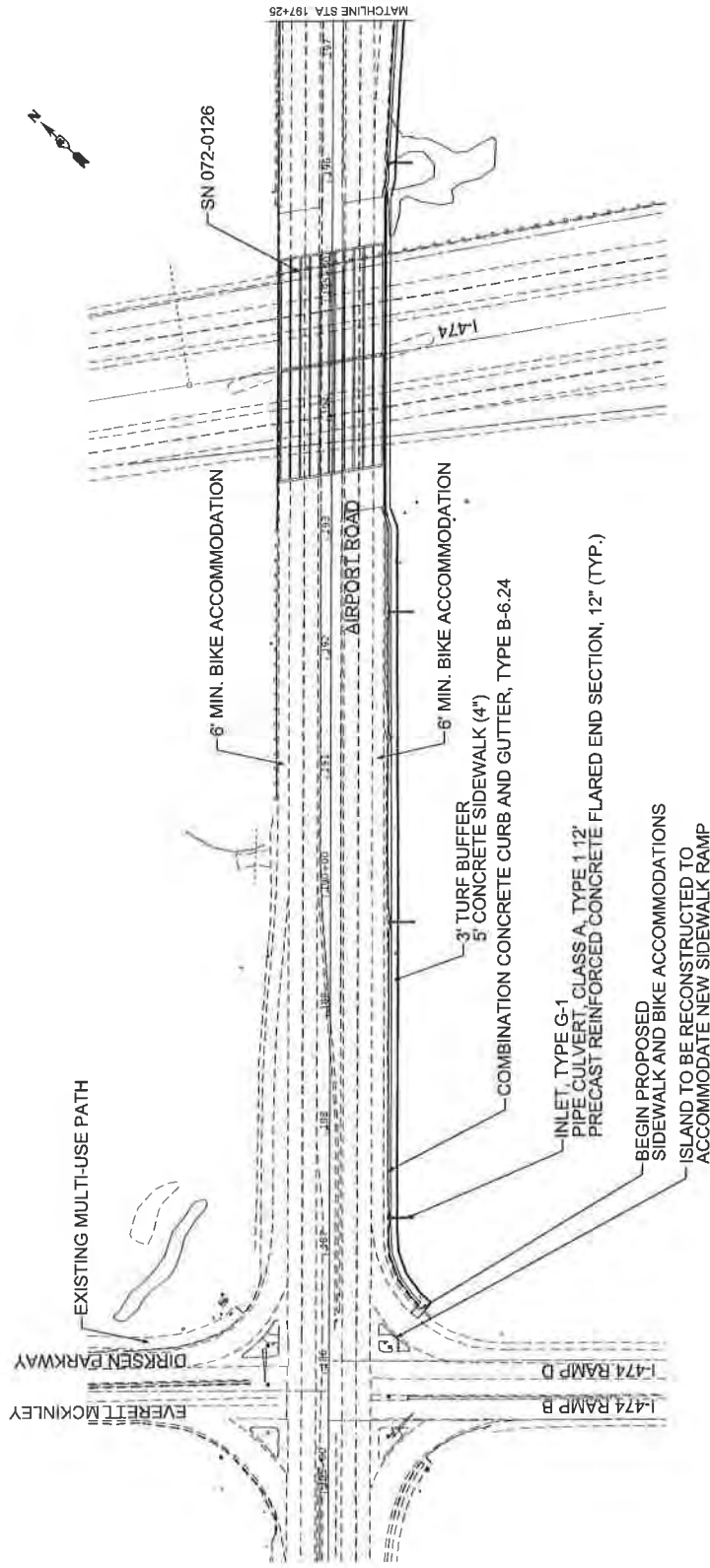


LT GUARD RAIL
AIRPORT RD
STA 190+95 TO STA 193+30
STA 195+92 TO STA 207+50

RT GUARD RAIL
AIRPORT RD
STA 191+30 TO STA 193+30
STA 205+10 TO STA 206+85

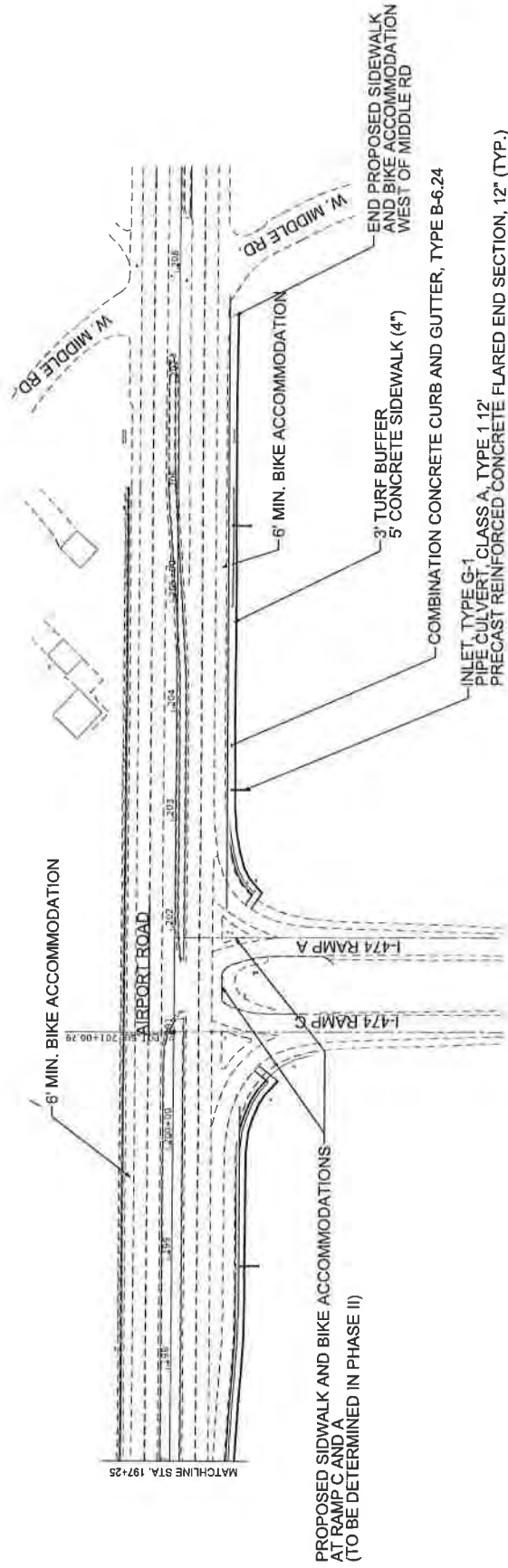
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		TYPICAL SECTIONS		SCALE: _____ SHEET _____ OF _____		COUNTY _____ CONTRACT NO. _____	
DESIGNED	REVIEWED	DATE	PROJECT NO.	SECTION	DATE	CONTRACT NO.	SHEET NO.
DRAWN	CHECKED	DATE	PROJECT NO.	SECTION	DATE	CONTRACT NO.	SHEET NO.
APP. IN CH.	REVIEWED	DATE	PROJECT NO.	SECTION	DATE	CONTRACT NO.	SHEET NO.

EXHIBIT A
SHEET 3 OF 4



DESIGNED	REVISIONS	SECTION	COUNTY	SHEET NO.
DRAWN	NOV 15 2011	JTC 314-100	JEFFERSON	1
CHECKED	NOV 15 2011			
DATE				
STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION		PROPOSED SIDEWALK		
SHEET 3 OF 4		SHEET 3 OF 4		
SCALE		CONTRACT NO. 68886		

EXHIBIT A
SHEET 4 OF 4



PROPOSED SIDEWALK AND BIKE ACCOMMODATIONS
AT RAMP C AND A
(TO BE DETERMINED IN PHASE II)



SCALE IN FEET

<table border="1"> <tr> <td>DESIGNED</td> <td>REVISION</td> </tr> <tr> <td>DRAWN</td> <td>REVISION</td> </tr> <tr> <td>CHECKED</td> <td>REVISION</td> </tr> <tr> <td>DATE</td> <td>REVISION</td> </tr> </table>	DESIGNED	REVISION	DRAWN	REVISION	CHECKED	REVISION	DATE	REVISION	<table border="1"> <tr> <td>STATE OF ILLINOIS</td> <td>PROPOSED SIDEWALK</td> </tr> <tr> <td>DEPARTMENT OF TRANSPORTATION</td> <td></td> </tr> </table>	STATE OF ILLINOIS	PROPOSED SIDEWALK	DEPARTMENT OF TRANSPORTATION		<table border="1"> <tr> <td>FILE NO.</td> <td>SECTION</td> <td>COUNTY</td> <td>TOTAL SHEETS</td> </tr> <tr> <td>414</td> <td>112-104-408</td> <td></td> <td>2</td> </tr> <tr> <td></td> <td></td> <td>CONTRACT NO.</td> <td>18886</td> </tr> <tr> <td></td> <td></td> <td>ISSUED FOR NO.</td> <td></td> </tr> </table>	FILE NO.	SECTION	COUNTY	TOTAL SHEETS	414	112-104-408		2			CONTRACT NO.	18886			ISSUED FOR NO.	
DESIGNED	REVISION																													
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		ISSUED FOR NO.																												

FAI Route 474 (I-474)
Section (72-3HB-4)BR
Peoria County
Location: Structure replacement carrying
Airport Road over I-474 in Peoria County
Job No: C-94-073-09
Contract No. 68886

RESOLUTION

WHEREAS, The Illinois Department of Transportation (IDOT) has the power to approve and determine the final plans, specifications and estimates for all State highways; and

WHEREAS, IDOT's projects must adequately meet the State's transportation needs, exist in harmony with their surroundings, and add lasting value to the communities they serve; and

WHEREAS, IDOT must embrace principles of context sensitive design and context sensitive solutions in its policies and procedures for the planning, design, construction, and operation of its projects for new construction, reconstruction, or major expansion of existing transportation facilities by engaging in early and ongoing collaboration with affected citizens, elected officials, interest groups, and other stakeholders to ensure that the values and needs of the affected communities are identified and carefully considered in the development of transportation projects; and

WHEREAS, Bicycle and pedestrian ways must be given full consideration in the planning and development of transportation facilities, including the incorporation of such ways into State plans and programs; and

WHEREAS, The State's complete streets law requires bicycle and pedestrian ways to be established in or within one mile of an urban area in conjunction with the construction, reconstruction, or other change of any State transportation facility, except in pavement resurfacing projects that do not widen the existing traveled way or do not provide stabilized shoulders, or where approved by the Secretary of Transportation based upon documented safety issues, excessive cost or absence of need; and

WHEREAS, During the development of highway projects throughout the State, IDOT gives consideration to accommodating bicyclists and pedestrians on a need-basis; and

FAI Route 474 (I-474)
Section (72-3HB-4)BR
Peoria County
Location: Structure replacement carrying
Airport Road over I-474 in Peoria County
Job No: C-94-073-09
Contract No. 68886

WHEREAS, IDOT has presented the County of Peoria, for its consideration, a concept layout for pedestrian accommodations (sidewalk) along the south side of Airport Road and on-road bicycle accommodations along both sides of Airport Road, from I-474 Ramp D to the southwest corner of W. Middle Road, with funding to be 100% State and maintenance of the pedestrian improvement to be provided by County of Peoria; therefore, be it

RESOLVED, That the County of Peoria hereby rejects maintenance of the proposed pedestrian accommodations (sidewalk) and acknowledges that such rejection will result in a cancellation of the proposed sidewalk; and acknowledges that IDOT will provide on-road bicycle accommodations to be maintained by the State; and be it further

RESOLVED, that a suitable copy of this resolution be presented to the IDOT District Four Office.

STATE OF ILLINOIS
COUNTY OF PEORIA

By: _____
Scott Sorrell, County Administrator

Attest: _____
Rachael Parker, County Clerk

AGENDA BRIEFING

COMMITTEE: Infrastructure

LINE ITEM: Various

MEETING DATE: September 27, 2021

AMOUNT: \$3,000,000

ISSUE: Resolution for the annual IDOT County Motor Fuel Tax Maintenance Appropriation

BACKGROUND/DISCUSSION: This resolution allows for the annual appropriation of MFT funds for County Highway Department maintenance activities in accordance with Illinois Department of Transportation regulations for calendar year 2022.

COUNTY BOARD GOALS:



INFRASTRUCTURE STEWARDSHIP

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

APPROVED 9/27/21 (5-0 VOTES) MS. PASTUCHA VOTED AYE VIA TELECONFERENCE

PREPARED BY: Mark Gilles

DEPARTMENT: Highway

DATE: September 16, 2021



Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section Number	Maintenance Period	
			Beginning	Ending
Peoria County	Peoria	22-00000-00-GM	01/01/22	12/31/22

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
Aggregate	III		Aggregate	TON	135,600	\$3.50	\$474,600.00	\$474,600.00
Patching	III		Asphalt Patching Materials	TON	2,700	\$140.00	\$378,000.00	\$378,000.00
Liquid Asphalt	III		Liquid Asphalt Materials	TON	790	\$375.00	\$296,250.00	\$296,250.00
Culvert Pipe	III		Culvert Pipe	FT	14,000	\$7.28	\$101,920.00	\$101,920.00
	IIA		End Sections	EA	250	\$17.50	\$4,375.00	\$4,375.00
	IIA		Connecting Bands	EA	470	\$5.32	\$2,500.40	\$2,500.40
Pipe Liners	IIA		Pipe Liners	FT	5,900	\$1.87	\$11,033.00	\$11,033.00
Erosion Control	IIA		Erosion Control fabric/ blanket	SQYD	40,000	\$0.05	\$2,000.00	\$2,000.00
	IIA		Erosion Control Seed	LBS	3,500	\$0.85	\$2,975.00	\$2,975.00
Traffic Control	IIA		Traffic Signs / Poles / Hardware	EA	2,753	\$7.00	\$19,271.00	\$19,271.00
	IIA		Barricades / Cones / Drums	EA	600	\$10.00	\$6,000.00	\$6,000.00
Hot Poured Joint Sealer	IIA		Joint Sealer	LBS	20,000	\$0.10	\$2,000.00	\$2,000.00
Bulk De-icing	IIA		Rock Salt	TON	12,000	\$45.00	\$540,000.00	\$540,000.00
	III		Liquid De-Icier	GAL	127,500	\$0.50	\$63,750.00	\$63,750.00
Concrete	III		Various PCC	CY	200	\$90.00	\$18,000.00	\$18,000.00
Pavement Markings	III		High Performance Mod Urethane / Epoxy Catalyst	GAL	22,500	\$5.00	\$112,500.00	\$112,500.00
	I		Glass Beads Type B	LBS	50,000	\$0.50	\$25,000.00	\$25,000.00
	IIA		Thermoplastic Sheathing	LF	10,000	\$0.30	\$3,000.00	\$3,000.00
	IIA		Preformed Thermoplastic Sheathing	EA	560	\$5.00	\$2,800.00	\$2,800.00
Liquid Asphalt	III		Liquid Asphalt Materials	GAL	2,500	\$160.00	\$400,000.00	\$400,000.00
Erosion Control	IIA		Silt Fence	FT	500	\$5.00	\$2,500.00	\$2,500.00
Erosion Control	IIA		Silt Fence Stakes	EA	200	\$2.00	\$400.00	\$400.00
Pavement Markings	IIA		Glass Beads Type 4	LBS	44,000	\$0.64	\$28,160.00	\$28,160.00
Total Operation Cost								\$2,497,034.40

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Peoria County	Peoria	22-00000-00-GM	01/01/22	12/31/22

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor	\$400,000.00			\$400,000.00
Local Public Agency Equipment	\$25,000.00			\$25,000.00
Materials/Contracts(Non Bid Items)	\$652,014.40			\$652,014.40
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$1,845,020.00			\$1,845,020.00
Formal Contract (Bid Items)				
Maintenance Total	\$2,922,034.00			\$2,922,034.00

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering	\$75,000.00			\$75,000.00
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$75,000.00			\$75,000.00
Total Estimated Maintenance	\$2,997,034.00			\$2,997,034.00

Remarks

SUBMITTED

Local Public Agency Official Date

Title

County Engineer/Superintendent of Highways Date

APPROVED

Regional Engineer
Department of Transportation Date



Resolution for Improvement Under the Illinois Highway Code



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original		22-00000-00-GM

BE IT RESOLVED, by the Board of the County of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Peoria of Peoria Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To

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

Peoria County Highway Department General Maintenance Program

2. That there is hereby appropriated the sum of three million and 00/100 *****

***** Dollars (\$3,000,000.00) 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, Rachael Parker County Peoria Clerk in and for said County

of Peoria 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 Peoria at a meeting held on October 14, 2021.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this day of Month, Year .

(SEAL)

Clerk Signature	Date

Approved

Regional Engineer Department of Transportation	Date

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature. Seal The Clerk shall seal the document here.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office. Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District

AGENDA BRIEFING

COMMITTEE: County Health Committee
MEETING DATE: September 28, 2021

LINE ITEM: 001-1-001-1-816-53071
AMOUNT: \$63,639 yr 1

ISSUE:

Approval of the scope of work and funding for the Center for Prevention of Abuse to create a LTC Ombudsman/Senior Advocate position.

BACKGROUND/DISCUSSION:

During the Heddington Oaks closure process in 2020 there were multiple discussions with County Board members regarding the need to expand senior advocate services within Peoria County. Over the past few months staff has been working with Kevin Nowlan and Carol Merna at the Center for Prevention of Abuse regarding a potential partnership between the CPA and Peoria County to expand the Ombudsman/Senior Advocate positions. The CPA currently has two positions. The attached scope of work and funding proposal would create a third position that is solely dedicated to Peoria County and would be classified as a CPA employee, not a County employee.

The focus of this position would be to provide advocacy services to residents who live in long-term care facilities in Peoria County. The Ombudsmen/Senior Advocate will assist residents by identifying, investigating and resolving complaints and grievances while providing accurate and timely documentation in the National Ombudsman Regulations System (NORS) database. This position will also refer families to the appropriate agency for handling questions regarding Medicare and Medicaid applications and facility placements.

As part of the agreement, the County would fund the position for up to five years, with quarterly metrics submitted to County Administration and the County Health Committee for discussion. Both parties agree that there is flexibility within these metrics and the scope of work should the needs of the community and senior population change during this time.

COUNTY BOARD GOALS:



Healthy Vibrant Communities

STAFF RECOMMENDATION:

Approve the scope of work and funding with the Center for Prevention of Abuse and authorize the County Administrator to execute the final contract.

COMMITTEE ACTION:

Approved 9/28/21 (10-0 votes) Ms. Reliford voted aye via teleconference; Ms. Pastucha absent

PREPARED BY: Shauna Musselman, Assistant County Administrator

DEPARTMENT: County Administration

DATE: September 21, 2021



Peoria County – Long Term Care Facility Proposal

Scope of Work:

Salary will support one Center for Prevention of Abuse FTE (40 hours per week) Long Term Care Ombudsman/Senior Advocate (LTCO) to provide the following services:

Advocacy services to residents who live in long-term care facilities in Peoria County. The Ombudsmen/Senior Advocate will assist residents by identifying, investigating and resolving complaints and grievances while providing accurate and timely documentation in the National Ombudsman Regulations System (NORS) database. Additionally, ombudsmen will conduct routine visits at each assigned Peoria County long-term care facility at a minimum of once per month and educate residents and staff on resident rights as supported and in accordance to LTCO Program Standards and Procedures, Chapter 300, Section 304 D.1 and Chapter 800, Section 801, 802. This position will also refer families to the appropriate agency for handling questions regarding Medicare and Medicaid applications and facility placements.

This proposal will not supplant a current position; rather the new position will ensure increased presence in Peoria County long-term care facilities.

Reporting Metrics:

A quarterly report for this position will include the following benchmarks established by NORS and the Illinois State Ombudsman Program:

	Qtr. 1	Qtr. 2	Qtr. 3	Qtr. 4	YTD
Information to individuals					
Cases closed					
Resident council meetings					
Information to facility staff					
Referrals to other agencies					
Routine visits					

Benchmarks defined:

- **Information to individuals:** Educate family members and/or residents about the LTCO program and answer inquiries that do not result in an open case. Designed to provide information to empower the residents in their own advocacy.
- **Cases Closed:** The number of open cases that are resolved.

- **Resident Council Meetings:** The number of skilled care facility resident council meetings attended by the long-term care ombudsman. Resident Council meeting attendance at assisted living and supportive living facilities will not be included in this measure.
- **Information to facility staff:** The number of times the ombudsman educates and brings awareness about the LTCO program to direct service and administrative staff.
- **Referrals to other agencies:** The number of referrals made to other agencies for family assistant with Medicare and Medicaid applications (such as SHIP) as well as facility placements, etc.
- **Routine Visits:** The number of facility visits conducted by ombudsmen. The goals of these visits are to:
 - Ensure a presence of the community ombudsman within the facility;
 - Allow the community ombudsman to develop rapport with facility residents;
 - Provide accessibility of the ombudsman should a resident wish to file a complaint; and
 - Provide the ombudsman the opportunity to observe operations within the facility, recognizing violations of IDPH regulations, and educating facility administration of violations so corrections can be made.

All parties will meet in the 3rd quarter of each year to determine any priority adjustments that may be needed the following year.

Marketing:

Marketing of LTCO program services recognizing partnership of Center for Prevention of Abuse and Peoria County:

- CityLink bus wrap to be co-branded with a mutually agreed to graphic and message;
- Nontraditional marketing that makes a big statement;
- Ceremonial signing of the bus by the partners;
- 1 full bus wrap for 12 months.

Projected Cost for five-year term:

	Year 1	Year 2	Year 3	Year 4	Year 5
Salary/Benefits	\$42,854	\$44,354	\$45,906	\$47,743	\$49,652
Marketing	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Administration (10%)	\$5,785	\$5,935	\$6,091	\$6,274	\$6,465
TOTAL	\$63,639	\$65,289	\$66,997	\$69,017	\$71,117

AGENDA BRIEFING

COMMITTEE: County Operations Committee
MEETING DATE: September 27, 2021

LINE ITEM:
AMOUNT:

ISSUE: Establish both the employer and employee medical health premiums, effective January 1, 2022 through December 31, 2022.

BACKGROUND/DISCUSSION:

Our goal remains to keep the health plan solvent. Therefore in 2020 and 2021, the County Board adopted significant plan design changes in an effort to reduce costs. At that time, it was explained that the County would be taking a two-pronged approach to address cost containment and revenue challenges. For 2022, our strategy is looking at making material changes to how the unit cost for premiums are calculated. These changes will impact the take home pay for employees that are on the plan, and the amount appropriated in department budgets.

In early 2021, Nyhart conducted an actuarial analysis of the premium tier structure. The analysis showed that plan members with multiple dependents have been under paying in the premium structure. As a result, we are recommending a new premium structure that distributes the premium cost more equally. The actuarial analysis also showed a disparity between benefit design and premiums. Now that the two plans, PPO and QHDHP, are similar in benefit design, the premiums need to be adjusted to better align them with the benefits.

The Collective Bargaining Agreements with the FOP Corrections required the County to negotiate premium increases. That contract was settled in Fall 2021. Therefore, all County employees will either be on the \$2,000 deductible PPO or the Qualified High Deductible Plan in 2022.

In order to more adequately align revenues and expenditures, staff is recommending a premium increase effective January 1, 2022. The chart below reflects the monthly 2022 premiums by plan type for the Standard PPO \$2000 Plan, the Qualified High Deductible Plan, and the IMRF Medicare Eligible retiree plan.

2022 Proposed Monthly Health Insurance Premiums				
Premium Cost Sharing				
2022 Proposed Monthly Premium				
PPO \$2000 Deductible	Employee	Employer	Unit Cost	
Single	\$234.77	\$939.08	\$1,173.85	
Member +1 (D-1)	\$595.73	\$2,021.95	\$2,617.68	
Member +2 (D-2)	\$1,002.46	\$2,730.37	\$3,732.83	
Premium Cost Sharing				
2022 Proposed Monthly Premium				
Qualified High Deductible Plan	Employee	Employer	Unit Cost	
Single	\$125.74	\$502.98	\$628.72	
Member +1 (D-1)	\$319.07	\$1,082.97	\$1,402.04	
Member +2 (D-2)	\$536.93	\$1,462.40	\$1,999.33	
Premium Cost Sharing				
2022 Proposed Monthly Premium				
IMRF Medicare Eligible Retiree	Retiree	Employer	Unit Cost	
Single	\$671.68	\$0.00	\$671.68	
Family	\$1,497.85	\$0.00	\$1,497.85	

COUNTY BOARD GOALS:



HEALTHY VIBRANT COMMUNITIES

STAFF RECOMMENDATION:

To approve insurance premiums for both the employer and employee share, effective January 1, 2022 through December 31, 2022 as explained above.

COMMITTEE ACTION:

Approved 9/27/21 (6-0 votes) Ms. Pastucha voted aye via teleconference

DEPARTMENT: Angela Loftus, County Administration

DATE: September 16, 2021

2021 Monthly Premiums				2022 - Proposed Monthly Premiums				2022 - Annual Increase				2022 Per Pay Period Increase				2022 % of Increase				
	EE	ER		EE	ER			EE Annual Increase	ER Annual Increase	EE Per Pay Increase	ER Per Pay Increase	EE % of Increase	ER % of Increase	EE Annual Increase	ER Annual Increase	EE Per Pay Increase	ER Per Pay Increase	EE % of Increase	ER % of Increase	
PPO \$2000	Unit Cost	Contrib	Contrib	Unit Cost	Contrib	Contrib														
EE	1150.83	230.17	920.66	1,173.85	234.77	939.08	26%	55.19	221.01	2.30	9.21	2.0%	2.0%	934.29	2,857.93	38.93	119.08	15.0%	13.4%	
EE+1	2301.66	517.87	1783.79	2,617.68	595.73	2,021.95		934.29	2,857.93	38.93	119.08			5,124.54	12,049.41	213.52	502.06	74.2%	58.2%	
Family	2301.66	575.42	1726.25	3,732.83	1,002.46	2,730.37	24.5%	5,124.54	12,049.41	213.52	502.06									
Avg Inc %	25%	25%	25%	26%	30.4%	24.5%														
QHDHP	Unit Cost	Contrib	Contrib	Unit Cost	Contrib	Contrib														
EE	483.63	96.73	386.90	628.72	125.74	502.98	60.6%	348.17	1,392.90	14.51	58.04	30.0%	30.0%	1,217.34	4,000.06	50.72	166.67	46.6%	44.5%	
EE+1	967.26	217.63	749.63	1,402.04	319.07	1,082.97		1,217.34	4,000.06	50.72	166.67			3,541.27	8,843.40	147.55	368.48	122.0%	101.6%	
Family	967.26	241.82	725.45	1,999.33	536.93	1,462.40	58.7%	3,541.27	8,843.40	147.55	368.48									
Avg Inc %	25%	25%	25%	60.6%	66.2%	58.7%														
IMRF	Unit Cost	Contrib	Contrib	Unit Cost	Contrib	Contrib														
EE	658.51	658.51	-	671.68	671.68	-	7.9%	158.04	-	6.59	-	2.0%	-	2,169.92	-	90.41	-	13.7%	-	-
Family	1317.02	1317.02	-	1,497.85	1,497.85	-		2,169.92	-	90.41	-									
Avg Inc %	25%	25%	25%	7.9%	7.9%															

AGENDA BRIEFING

COMMITTEE: County Operations Committee

MEETING DATE: October 14, 2021

LINE ITEM: 082-5-082-7-734-53047

AMOUNT: \$26,676.53

ISSUE: Civil litigation settlement

BACKGROUND/DISCUSSION:

Circuit Court civil case number 18-L-110 is a class action lawsuit against the Peoria County Circuit Clerk regarding filing fees collected that were later deemed by the courts to be improper and are to be returned to the filers. The County's attorney is requesting \$26,676.53 to refund filing fees and settle the lawsuit.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

Approve the settlement amount requested.

COMMITTEE ACTION:

PREPARED BY: Jennie Cordis Boswell, Assistant State's Attorney

DEPARTMENT: State's Attorney's Office

DATE: October 11, 2021

AGENDA BRIEFING

COMMITTEE: County Operations Committee
MEETING DATE: September 28, 2021

LINE ITEM: N/A
AMOUNT: N/A

ISSUE:

For RESOLUTION: FY2022 Authorized Staffing Count - Administrative Departments

BACKGROUND/DISCUSSION:

Starting in FY 2010, the Committee and County Board made it policy to formally adopt an authorized staffing count. The purpose of such a resolution is to establish a formal base-line of total employee position count. In the past, this has been informally addressed in budget documents. Alterations to the authorized staffing count throughout the year require the approval of the County Operations Committee.

The following FTE count pertains to departments under discretion of the County Board / County Administration:

AUTHORIZED FULL-TIME EQUIVALENTS BY DEPARTMENT									
DEPARTMENT	2017	2018	2019	2020	2021	2022	FTE Change	% Change 2020-2021	% Change 2017-2022
County Board	18.00	18.00	18.00	18.00	18.00	18.00	-	0.0%	0.0%
County Administrator									
Animal Protection Services	15.00	15.00	15.80	14.80	14.65	15.65	1.00	6.8%	4.3%
Heddington Oaks Nursing Home	178.20	178.20	178.50	170.00	2.00	0.50	(1.50)	-98.8%	-99.7%
County Administration	13.00	11.00	5.85	6.10	7.80	7.50	(0.30)	27.9%	-42.3%
Facilities and Grounds Operations	12.00	11.00	10.00	9.00	6.00	8.00	2.00	-33.3%	-33.3%
Finance	6.60	6.60	5.25	4.80	5.20	6.85	1.65	8.3%	3.8%
County Highway	53.00	53.00	53.15	44.15	42.15	44.15	2.00	-4.5%	-16.7%
Information Technology	21.00	21.00	21.00	21.00	19.90	19.90	-	-5.2%	-5.2%
Parking Deck	-	-	-	-	0.10	0.10	-	100.0%	100.0%
Planning and Zoning	11.60	10.60	8.60	8.60	8.20	8.20	-	-4.7%	-29.3%
Recycling and Resource Conservation	2.00	2.00	2.00	2.00	1.60	1.60	-	-20.0%	-20.0%
Supervisor of Assessments	11.60	10.60	10.63	10.00	10.00	10.00	-	0.0%	-13.8%
Employee Health	1.65	1.65	2.05	1.90	1.95	1.75	(0.20)	2.6%	6%
Total County Administrator	325.65	320.65	312.83	292.35	119.55	124.20	4.65	-59.1%	-61.9%

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 9/27/21 (6-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Randy Brunner, CFO and Julie Kusturin, Assistant CFO
DEPARTMENT: Finance

DATE: September 13, 2021

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your County Operations Committee does hereby recommend passage of the following Resolution.

**RE: A RESOLUTION ADOPTING AUTHORIZED STAFFING COUNT
RESOLUTION**

WHEREAS, it is sound management practice to establish and maintain an inventory of County Board approved positions; and

WHEREAS, the Authorized Position Count, as approved by County Board, shall be the official inventory of County-wide positions; and

WHEREAS, the County Board cannot set the authorized staff levels for Elected Officials' Offices, and these Offices are not subject to the requirement for authorization, and

WHEREAS, due to budgetary limitations, the County Board may not approve funding for all positions included in the Authorized Staffing Count; and

WHEREAS, the Authorized Staffing Count shall allow for management flexibility in staffing so long as staffing levels do not exceed approved salary appropriations and remain consistent with budgetary limitations; and

WHEREAS, the human resources division and payroll function shall be authorized to maintain this Authorized Staffing Count and report any changes to the County Operations Committee, as appropriate.

NOW, THEREFORE, BE IT RESOLVED that the attached report be approved as the Peoria County Authorized Staffing Count for Fiscal Year 2022; and

BE IT FURTHER RESOLVED that each department subject to County Board authorization shall be responsible for maintaining staffing levels that do not exceed the department's Authorized Staffing Count; and

BE IT FURTHER RESOLVED that each department subject to County Board authorization will additionally be responsible for maintaining staffing levels that do not exceed the County Board approved salary appropriation; and

BE IT FURTHER RESOLVED that any changes to the Authorized Staffing Count, except for errors of omission, decreases in the Departments overall total Head Count, or any revisions which are authorized by Personnel Policy shall have County Board approval.

RESPECTFULLY SUBMITTED,

COUNTY OPERATIONS COMMITTEE

AUTHORIZED FULL-TIME EQUIVALENTS BY DEPARTMENT

DEPARTMENT	2017	2018	2019	2020	2021	2022	FTE Change	% Change 2020-2021	% Change 2017-2022
County Board	18.00	18.00	18.00	18.00	18.00	18.00	-	0.0%	0.0%
County Administrator									
Animal Protection Services	15.00	15.00	15.80	14.80	14.65	15.65	1.00	6.8%	4.3%
Heddington Oaks Nursing Home	178.20	178.20	178.50	170.00	2.00	0.50	(1.50)	-98.8%	-99.7%
County Administration	13.00	11.00	5.85	6.10	7.80	7.50	(0.30)	27.9%	-42.3%
Facilities and Grounds Operations	12.00	11.00	10.00	9.00	6.00	8.00	2.00	-33.3%	-33.3%
Finance	6.60	6.60	5.25	4.80	5.20	6.85	1.65	8.3%	3.8%
County Highway	53.00	53.00	53.15	44.15	42.15	44.15	2.00	-4.5%	-16.7%
Information Technology	21.00	21.00	21.00	21.00	19.90	19.90	-	-5.2%	-5.2%
Parking Deck	-	-	-	-	0.10	0.10	-	100.0%	100.0%
Planning and Zoning	11.60	10.60	8.60	8.60	8.20	8.20	-	-4.7%	-29.3%
Recycling and Resource Conservation	2.00	2.00	2.00	2.00	1.60	1.60	-	-20.0%	-20.0%
Supervisor of Assessments	11.60	10.60	10.63	10.00	10.00	10.00	-	0.0%	-13.8%
Employee Health	1.65	1.65	2.05	1.90	1.95	1.75	(0.20)	2.6%	6%
Total County Administrator	325.65	320.65	312.83	292.35	119.55	124.20	4.65	-59.1%	-61.9%

AGENDA BRIEFING

COMMITTEE: Infrastructure
MEETING DATE: September 27, 2021

LINE ITEM: 036-2-036-5-561-51031
AMOUNT: \$135,700

ISSUE: Local Agency Agreement for Participation in the Illinois Department of Transportation's 2022 County Engineer's Salary Program

BACKGROUND/DISCUSSION:

The Illinois Department of Transportation (IDOT) offers a program by which counties can pay their county engineers out of the Motor Fuel Tax (MFT) account. Currently, 99 out of 102 counties participate.

In exchange for an equal amount of a county's federal Surface Transportation Program (STP) allotment, the state will provide state funds to pay up to one-half of a county engineer's salary.

Recommended salaries have been established for the 99 counties in Illinois that receive rural STP federal-aid highway funds. The recommended salaries are established by a ranking system considering five factors:

- County MFT allotment
- County lane mileage
- County population
- County assessed valuation
- County system vehicle miles of travel

The sum of the five individual ranks is used to determine an overall rank. The magnitude of the responsibilities for each ranked county has been related to comparable department civil engineer responsibilities and an equivalent recommended salary established for each county. The county rankings are computed each year using the latest available data, and the respective recommended salaries are adjusted annually in a like manner as the department's salary bracket for civil engineers.

Peoria County is ranked 10 out of 102.

A county must agree to pay the county engineer a salary, exclusive of normal expenses, of at least 95% of the recommended salary to be eligible for the program. The amount of the exchange shall be no more than one-half of the salary paid to the county engineer with no upper salary limit, recognizing that a county may pay more than the recommended salary. The county and the department shall enter into an agreement covering the terms of the exchange. An agreement can be entered into at any time during the year.

COUNTY BOARD GOALS:

STAFF RECOMMENDATION: Approve the Resolution

COMMITTEE ACTION:

Approved 8/27/21 (5-0 votes) Ms. Pastucha voted aye via teleconference

PREPARED BY: Scott Sorrel
DEPARTMENT: County Administration
DATE: September 17, 2021



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 19, 2020

Mr. Brian Otten, President
Illinois Association of County Engineers
928 South Spring Street
Springfield, Illinois 62704

Dear Mr. Otten:

Enclosed are the 2021 recommended salaries for the county engineers' salary program, effective January 1, 2021. The salaries have been increased by one and a half percent with re-ranking.

The joint-county state agreement (BLR 09220) and the annual county board resolution (BLR 09221) are available through the IDOT website and should be used for the county engineers' salaries.

Thank you for your interest in the Illinois transportation system. If you have any questions or need additional information, please contact Stephane B. Seck-Birhame, Local Program Development Engineer at (217) 782-3972.

Please share this information with your members.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. B. Seck-Birhame'.

Stephane B. Seck-Birhame, P.E., PTOE
Acting Engineer of local Roads and Streets

SSB\hp

Attachment

**CY 2021 County Engineer Recommended Salaries
Re-Ranked with 1.5% Salary Increase**

2021 RANK	COUNTY	2021 Salary 1.5% Increase
1	Cook	
2	DuPage	
3	Lake	
4	Kane	148,300
5	Will	147,300
6	Winnebago	145,900
7	McHenry	141,000
8	McLean	139,800
9	St. Clair	137,700
10	Peoria	135,700
11	Sangamon	135,500
12	LaSalle	134,900
13	Madison	129,400
14	Kankakee	128,900
15	Champaign	128,500
16	Tazewell	127,700
17	Williamson	127,300
18	Macon	126,900
18	Rock Island	126,900
20	DeKalb	126,300
20	Ogle	126,300
22	Adams	125,900
23	Kendall	124,700
24	Knox	124,000
25	Whiteside	123,700
26	Grundy	121,800
26	Stephenson	121,800
28	Vermilion	120,700
29	Livingston	120,400
30	Henry	120,100
31	Macoupin	119,800
32	Lee	119,300
33	Jackson	118,800
34	Iroquois	118,500
35	Boone	117,800
35	Coles	117,800
37	Fulton	117,600
38	Marion	117,100
39	Jefferson	116,700
40	Woodford	116,400
41	Bureau	116,000
42	Christian	115,700
43	Effingham	115,200
44	Clinton	114,700
45	Morgan	113,000
46	Montgomery	112,700
47	JoDaviess	112,500
48	Franklin	112,400
49	Shelby	112,200
50	Monroe	112,000
51	McDonough	111,300

2021 RANK	COUNTY	2021 Salary 1.5% Increase
52	Randolph	111,000
53	Logan	110,500
54	Perry	109,900
55	Crawford	108,400
56	Fayette	108,200
57	Hancock	106,900
58	Union	106,700
59	Saline	105,900
59	Warren	105,900
61	Massac	105,400
62	Wayne	105,300
63	Edgar	105,200
64	Jersey	105,100
65	Clark	103,200
66	Pike	103,000
67	Douglas	102,700
68	Washington	102,000
69	Mercer	101,700
70	White	101,500
71	Carroll	101,200
72	Bond	101,100
73	DeWitt	101,000
74	Jasper	100,900
75	Piatt	100,700
76	Richland	99,700
77	Johnson	98,900
78	Mason	97,800
79	Lawrence	97,700
80	Clay	97,600
81	Calhoun	97,500
82	Ford	97,200
82	Menard	97,200
84	Greene	95,800
85	Marshall	95,300
86	Alexander	94,500
86	Moultrie	94,500
88	Cass	94,000
89	Pulaski	93,600
90	Hamilton	93,200
91	Wabash	91,800
92	Hardin	88,500
93	Cumberland	88,300
93	Henderson	88,300
95	Schuyler	87,800
96	Stark	87,700
97	Edwards	86,900
98	Brown	86,400
99	Gallatin	85,700
100	Putnam	84,700
101	Scott	84,300
102	Pope	82,500



Resolution Appropriating Funds for the Payment of the County Engineer's Salary



Does the County participate in the County Engineer's Salary Reimbursement Program? Yes No

Resolution No Section No STP Section No

WHEREAS, the County Board of Peoria County has adopted a resolution establishing the salary of the County Engineer to be 100% of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and percentage

WHEREAS, the County Board of Peoria County has entered into an agreement with the Illinois Department of Transportation for transfer of Federal Surface Transportation Program funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Peoria County Board that there is hereby appropriated the sum of One hundred thirty five thousand, seven hundred dollars and 00/100 Dollars (\$135,700.00) from the County's Motor Fuel Tax Fund funds for the purpose of paying the County Engineer's salary from 01/01/22 to 12/31/22 and, beginning date ending date

BE IT FURTHER RESOLVED, that the Peoria County Board hereby authorizes the Department of Transportation, State of Illinois to transfer Sixty seven thousand, eight hundred fifty dollars and 00/100 Dollars (\$67,850.00) of Federal Surface Transportation Program funds allocated to Peoria County to the Department of Transportation in return for an equal amount of State funds; and

BE IT FURTHER RESOLVED, by the Peoria County Board that there is hereby appropriated the sum of _____ Dollars (_____) from the County's _____ Fund funds for the purpose of paying the County Engineer's expenses from 01/01/22 to 12/31/22 beginning date ending date

I Rachael Parker County Clerk in and for said County of Peoria in the State of Illinois, and Name of Clerk County 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 the County Board of Peoria at a meeting held on _____ date County

I certify that the correct TIN/FEIN number for Peoria County is 37-6001763 Legal Status: Governmental. County TIN/FEIN Number

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ Day _____ Month, Year _____

(SEAL)

Clerk Signature

APPROVED
STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
For resolutions involving a transfer of STR funds:

Omer Osman, P.E.
Secretary of Transportation Date

BY:
George A. Tapas, P.E., S.E.
Engineer of Local Roads & Streets Date

For information about IDOT's collection and use of confidential information review the department's [Identity Protection Policy](#).

LPA NAME	Section No	STP Section No
Peoria		

County

For IDOT Use Only

Dates of the existing agreement between IDOT and County _____ to _____
Beginning Ending

Dates of the new agreement between IDOT and County _____ to _____
Beginning Ending

Instructions for BLR 09221 - Page 2 of 2

Meeting Date	Insert the date of the meeting.
Name of County	Insert the name of the County.
TIN/FEIN	Insert the TIN/FEIN number for the County.
Day	Insert the day the Clerk signed the resolution.
Month and Year	Insert the month and year the Clerk signed the resolution.
Clerk Signature	County Clerk shall sign here and seal here.
APPROVED Department of Transportation	Department of Transportation officials shall sign here upon approval.
FOR IDOT USE ONLY: Date of Existing Agreement	IDOT will insert the beginning and ending dates of the current agreement between IDOT and the County.
Date of New Agreement	IDOT will insert the beginning and ending dates of the new agreement, if applicable.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office.

Following IDOT approval distribution will be as follows:

- County Engineer
- County Clerk
- Bureau of Local Roads and Streets



Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency Peoria County Highway Department	Type County	County Peoria	Section Number
---	----------------	------------------	--------------------

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses	\$135,700.00	n/a
Contract Construction		
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security		n/a
Maintenance		
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$135,700.00	

Comments

For 1-1-2022 to 12-31-2022

Local Public Agency Official	Date

Title
 County Board Chairman

Approved

Regional Engineer Department of Transportation	Date

Department of Transportation Use

Entered By	Date

Instructions for BLR 09150

This form is used when it is necessary for the Local Public Agency (LPA) to request authorization to disburse Motor Fuel Tax (MFT) funds for various purposes as listed. Some items are automatically authorized by IDOT upon approval of appropriate paperwork. For those items that are not automatically authorized, the LPA must submit this form. It shall be accompanied by the appropriate documentation (e.g. engineering bills, invoices for joint participation). Upon receipt of proper documentation, IDOT will authorize the necessary funds, up to the maximum amount that has been appropriated. Refer to Chapter 9 of the Bureau of Local Roads & Streets Manual for more information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

Local Public Agency	Insert the name of the LPA.
Type	From the drop down, select the City, County, Town, Village or Road District.
County	From the drop down, select the name of the County in which the LPA is located.
Section Number	Insert the section number assigned to the project the request for the authorization is for without dashes. The dashes will be inserted automatically.
Purpose - Amount	Insert the amount the request authorization for the purpose listed to the left, under the type of funds the authorization is being requested for. Insert an amount under Motor Fuel Tax (MFT) is request is to use MFT funds. Insert an amount under Rebuild Illinois (RBI) funds if request is to use RBI funding for this purpose. Items listed as an N/A are not eligible for RBI funding.
Total	This is a calculated field, no entry is necessary. It will calculate the total for each type of funding, for all requested authorizations.
Comments	Insert any comments that are relevant to the requested authorization(s).
Signed	The appropriate LPA official must sign, indicate his/her title, and date here.
Approved	The Department of Transportation representative shall sign and date here upon approval.
Department Use Only Entered By	For IDOT use only, indicate the name of the person entering information into the MFT system.
Date	For IDOT use only, indicate the date of entry of the authorization into the MFT system.
Itemization of Right-of-Way Request	
Location of Property	
Street/Road	Insert the name of the Street/Road of the acquired/used property involved in the Right-of-Way.
Parcel Number	Insert the parcel number as it applies to the location.
Address of Property Involved	Insert the address of the property involved for this location.
Property Owner	Insert the name of the owner(s) of the acquired/used right-of-way.
Relocation Costs	Insert the relocation costs for this parcel, if applicable.
Acres Right-of-Way	Insert the number of acquired/used right-of-way acres.
Cost of Land Acquires	Insert the cost of land being acquired.
Cost of Damage to Land Not Acquired	Insert the cost of damage to land not acquired.
Total	This is a calculated field, no entry is necessary. It is the sum of all costs for this parcel number.
Total(Overall)	This is a calculated field, no entry is necessary. It is the sum of all costs involving right-of-way.

**A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office.
Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk
Engineer (Municipal, Consultant or County)
District

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, IL)

Your Infrastructure Committee does hereby recommend the passage of the following Resolution:

RE: LOCAL AGENCY AGREEMENT FOR PARTICIPATION IN THE ILLINOIS DEPARTMENT OF TRANSPORTATION'S 2022 COUNTY ENGINEER'S SALARY PROGRAM

RESOLUTION

WHEREAS, Peoria County has elected to use the Illinois Department of Transportation's recommended salary schedule and has agreed that the minimum salary of the County Engineer shall be at least ninety five percent (95%) of the recommended salary for 2022; and

WHEREAS, Peoria County desires to transfer Surface Transportation Program funds to the Illinois Department of Transportation in return for State funds to be used by Peoria County to pay up to 50% of the County Engineer's salary; and

WHEREAS, the Illinois Department of Transportation and Peoria County have entered into an Agreement named "Agreement for County Engineer's Salary" setting out the terms of the transfer of Surface Transportation funds for State funds to pay up to 50% of the County Engineer's salary.

NOW THEREFORE BE IT RESOLVED, by the Peoria County Board that there is hereby appropriated, the sum of One hundred thirty-five thousand seven hundred dollars (\$135,700) from the County's Motor Fuel Tax funds for the purpose of paying the County Engineer's salary from January 1, 2022 to December 31, 2022, and

BE IT FURTHER RESOLVED, that Peoria County hereby agrees to transfer \$67,850 of Surface Transportation Program funds to the Illinois Department of Transportation for \$67,850 of State funds to be used to pay 50% of the County Engineer's salary for the time period of January 1, 2022 through December 31, 2022.

Respectfully Submitted,

Infrastructure Committee

Seal

County Clerk

AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
/ Executive Committee

LINE ITEM: n/a

MEETING DATE: September 28, 2021

AMOUNT: n/a

ISSUE: Revised Financial Policies

BACKGROUND/DISCUSSION:

As part of the FY 2022 budget, County staff has reviewed the Comprehensive Financial Policies of Peoria County and recommends changing the following item:

ADD

Accounting Policies

Purchasing

- Peoria County employees should, when making purchases, ensure that a current sales tax exemption form is provided to the vendor so that sales tax is not computed on an invoice and the County avoids paying sales tax. In rare and extenuating circumstances, it may be necessary for a Peoria County employee to make a purchase where it is not practical or possible to present a vendor with the sales tax exemption form and avoid paying sales tax on the purchase. In these cases, the circumstances of the purchase will be reviewed by the County Administrator and may result in sales tax being paid on a purchase if the situation warrants it.

This policy gives the County Administrator the authority to pay sales tax incurred on behalf of the county and is given the responsibility to make sound judgement calls on rare and extenuating circumstances. Over the course of time, circumstances have happened in which employees made a purchase and was not reimbursed sales tax. The Finance Department tracked these circumstances for a period of about 6 months in 2019. Of the purchases tracked in 2019 that were not reimbursed sales tax, the County could have paid out, if approved by the County Administrator according to this policy, less than an estimated \$175 in aggregate each year. Most of the transactions requested were \$3.00 or less. In other few occasions, the sales tax was higher than nominal amounts. One situation took place in 2019 where a County employee was out of town on County business and changed a dead car battery. He was not reimbursed \$11.76 in sales tax for the purchased battery. The County employee saved the County taxpayers well over \$11.76 by fixing it himself and not requiring the County to take much more extreme and costly avenues to replace the car battery. Another more recent case was when County Sherriff Deputies were dispatched to help catch fugitives and they had County paid meals when out in the field. Other circumstances arise when County employees are transporting juveniles or detainees. In circumstances that arise where an employee is conducting county business and the use of the tax exempt for is impractical or unavailable, it is requested that the County Board delegate the authority to the County Administrator to reimburse employees for sales tax paid as part of a purchase.

CHANGE

Capital Assets

Depreciation

- Depreciation will be calculated on a straight-line basis over an estimated useful life. Estimated useful life means the estimated number of years that an asset will be able to be used for the purpose for which it was purchased. Estimated useful lives for the category of assets identified in this policy are as follows: listed in the Accounting Policy section under Capital Assets.

After further review of the financial policies, the above changes are needed to clean up scrivener's error. The financial policies for more than five years had referred to a table that wasn't present. We are suggesting referring to the section that lists the thresholds.

CHANGE

Accounting Policies

Capital Assets

- The County maintains a capital asset inventory of furniture, equipment, buildings, and improvements with the corresponding value thresholds: land \$50,000, land improvement \$50,000, building / building improvements \$100,000, machinery / equipment / furnishings \$20,000, vehicles \$20,000, software at \$50,000, intangible assets at \$50,000 and roads and bridges \$100,000 and a useful life of one year or more. Capital assets for Heddington Oaks are capitalized at ~~\$1,000~~ \$2,500 and a useful life of one year or more.

In the referenced section, the Heddington Oaks assets have been capitalized at \$2,500 and not the policy limit of \$1,000 per the Medicare and Medicaid Cost Report requirements. Heddington Oaks is closed and no longer purchasing capital assets. This policy change is simply a formality to be consistent with previous practice.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 9/28/21 (13-0 votes) Ms. Bryant and Mr. Rand absent;
Ms. Pastucha and Ms. Reliford voted aye via teleconference

PREPARED BY: Randy Brunner, CFO, Nicole Bjerke, County Treasurer, and Julie Kusturin, Assistant Chief Financial Officer

DEPARTMENT: Finance

DATE: September 13, 2021

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Finance, Audit, and Legislative Affairs Committee / Executive Committee hereby recommends passage of the following Resolution.

Re: Revised Financial Policies

RESOLUTION

WHEREAS, Peoria County has adopted Comprehensive Financial Policies; and

WHEREAS, during the development of the FY 2022 budget, it was recommended that the Peoria County Board develop a policy in which on rare and extenuating circumstances, employees may be reimbursed sales tax for County purchases; and

WHEREAS, the County CFO and the County Treasurer collaborated to create a policy in which the County Board grants the County Administrator the authority to reimburse sales tax for employees on rare and extenuating circumstances; and

WHEREAS, during the development of the FY 2022 budget, it was recommended that a scrivener’s error be corrected in the Depreciation section of the financial policies; and

WHEREAS, during the development of the FY 2022 budget, it was recommended that a capitalization policy threshold limit for Heddington Oaks be corrected from \$1,000 to \$2,500 in the Capital Assets section of the financial policies; and

WHEREAS, Heddington Oaks is closed and no longer purchasing capital assets, and this policy change is simply a formality to be consistent with previous practice and the capitalization requirement for the Medicare and Medicaid Cost Report; and

NOW, THEREFORE, BE IT RESOLVED, that the County Financial Policies will be updated to add to the Accounting Policy/Purchasing: "Peoria County employees should, when making purchases, ensure that a current sales tax exemption form is provided to the vendor so that sales tax is not computed on an invoice and the County avoids paying sales tax. In rare and extenuating circumstances, it may be necessary for a Peoria County employee to make a purchase where it is not practical or possible to present a vendor with the sales tax exemption form and avoid paying sales tax on the purchase. In these cases, the circumstances of the purchase will be reviewed by the County Administrator and may result in sales tax being paid on a purchase if the situation warrants it."

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the County Financial Policies will be updated to change the Capital Assets/Depreciation section to: "Depreciation will be calculated on a straight-line basis over an estimated useful life. Estimated useful life means the estimated

number of years that an asset will be able to be used for the purpose for which it was purchased. Estimated useful lives for the category of assets identified in this policy are listed in the Accounting Policy section under Capital Assets.”

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the County Financial Policies will be updated to change the Accounting Policies/Capital Assets to: “The County maintains a capital asset inventory of furniture, equipment, buildings, and improvements with the corresponding value thresholds: land \$50,000, land improvement \$50,000, building / building improvements \$100,000, machinery / equipment / furnishings \$20,000, vehicles \$20,000, software at \$50,000, intangible assets at \$50,000 and roads and bridges \$100,000 and a useful life of one year or more. Capital assets for Heddington Oaks are capitalized at \$2,500 and a useful life of one year or more.”

RESPECTFULLY SUBMITTED,

FINANCE, AUDIT AND LEGISLATIVE AFFAIRS COMMITTEE & EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
& Executive Committee
MEETING DATE: September 28, 2021

LINE ITEM:
AMOUNT:

ISSUE:

For RESOLUTION: Annual resolution authorizing the County Administrator to transfer funds as necessary for year-end transactions

BACKGROUND/DISCUSSION:

The County Administrator is delegated the authority to approve the transfer of funds between line items within a department. As the end of the fiscal year approaches, transfers between departments may become necessary to pay bills. To allow County business to continue without waiting for County Board approval, the County Administrator has been given the authority each year to approve all transfers. Staff recommends approval of the resolution as presented.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 9/28/21 (13-0 votes)

Ms. Pastucha and Ms Reliford voted aye via teleconference; Ms. Bryant and Mr. Rand absent

PREPARED BY: Randy Brunner, CFO and Julie Kusturin, Assistant CFO

DEPARTMENT: Finance

DATE: September 13, 2021

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Finance, Audit, and Legislative Affairs Committee and Executive Committee do hereby recommend passage of the following Resolution:

RE: Year-End Fund Transfers

WHEREAS, the Illinois Compiled Statutes, 55 ILCS 5/6-1001 permits fund balances remaining at the close of fiscal year 2021 be available for a period of 90 days to pay obligations incurred in fiscal year 2022; and

WHEREAS, it is believed that invoices will be received in January 2022 and February 2022 for goods and services furnished to the County in fiscal year 2021; and

WHEREAS, it is believed to be in the best interest of the County to authorize the County Administrator to make necessary year-end transfers of funds within appropriations to pay required expenses; and

NOW THEREFORE BE IT RESOLVED, that the County Administrator be authorized and directed to make any necessary year-end transfers within appropriations to meet required expenses.

RESPECTFULLY SUBMITTED,

FINANCE, AUDIT, AND LEGISLATIVE AFFAIRS COMMITTEE / EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE:	Finance, Audit, and Legislative Affairs Committee / Executive Committee	LINE ITEM:	n/a
MEETING DATE:	September 28, 2021	AMOUNT:	\$4,608,151

ISSUE:

ORDINANCE: To abate the tax levy for the principal and interest payments due in Tax Levy Year 2021 / FY 2022 for the General Obligation Bonds (alternate revenue source) 2020B (previously 2010F); and 2011.

BACKGROUND/DISCUSSION:

In 2010, Peoria County sold Series 2020B (refunded and re-financed 2010F) to finance construction of the new Peoria Riverfront Museum and in 2011, Peoria County sold bonds to pay for the construction of the new Heddington Oaks senior care center and related facilities. The Board needs to adopt an Ordinance that abates the tax levy (2021 payable in 2022) that would be collected to cover the principal and interest payments the County will make during calendar year 2022. The amounts to be abated in the levy for tax year 2021 / fiscal year 2022 are as follows:

- 2020B = \$2,015,000
- 2011 = \$2,593,151

Current revenues generated by the Public Facilities Sales Tax are sufficient enough that the property tax levy for Series 2020 B is not needed in FY 2022. Current revenues generated by the County Elder Care Facility (Property) Taxes and the Public Facilities Sales Tax are sufficient enough that the property tax levy for Series 2011 is not needed for 2022. As such, the County Board must abate the levy through ordinance.

COUNTY BOARD GOALS:



HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

Approved 9/28/21 (13-0 votes)

Ms. Pastucha and Ms. Reliford voted aye via teleconference
Ms. Bryant and Mr. Rand absent

PREPARED BY:	Julie Kusturin, Assistant Chief Financial Officer	DATE:	September 13, 2021
DEPARTMENT:	Finance		

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

Your Finance, Audit, and Legislative Affairs Committee / Executive Committees does hereby recommend passage of the following Ordinance.

Re: Abatement of Bond Tax Levy - Series 2020B (previously 2010F); and 2011 Bonds

ORDINANCE

WHEREAS, on various dates in 2010 and 2011 the County Board of the County of Peoria adopted various Bond Ordinances for the purpose of issuing General Obligation (alternate revenue source) Bonds: Series 2020B (previously 2010F) to finance construction of the new Peoria Riverfront Museum; and Series 2011 related to the construction of Heddington Oaks Elder Care Facility and related facilities, and;

WHEREAS, the amount of these Series totaled \$57,755,000, and;

WHEREAS, the Bond Ordinances require the levying of a property tax which would raise funds in the amount of Four Million, Six Hundred Eight Thousand, One Hundred Fifty-One Dollars and No Cents (\$4,608,151) to be levied in 2021 and collected in fiscal year 2022; and

WHEREAS, it has been determined by your Committee that this tax levy is not necessary for 2021 payable in 2022 as the amount of funds available from sales taxes for the Series 2020B (previously 2010F); and the County Nursing Home (Property) Taxes and sales taxes for the Series 2011 Bonds are sufficient to enable the abatement of the tax levy, and

NOW THEREFORE BE IT ORDAINED, by the County Board of the County of Peoria, Illinois, that the bond debt levy authorized to be extended by the Peoria County Board as part of the adoption of its Bond Ordinances for the issuance of General Obligation (alternate revenue source) 2020B (previously 2010F) & 2011, is hereby abated for the 2021 payable 2022 tax year and the County Clerk of the County of Peoria is hereby directed not to extend that levy which would have produced the sum of Four Million, Six Hundred Eight Thousand, One Hundred Fifty-One Dollars and No Cents (\$4,608,151) in FY 2022.

RESPECTFULLY SUBMITTED,

FINANCE, AUDIT, AND LEGISLATIVE AFFAIRS COMMITTEE / EXECUTIVE COMMITTEE

AGENDA BRIEFING

COMMITTEE: Finance Audit and Legislative Affairs - Executive

LINE ITEM: various

MEETING DATE: October 14, 2021

AMOUNT:

Revenues: \$ 5,625,000

Expenditures: \$ 5,625,000

ISSUE:

FY 2022 Budget Changes Recommended by Committees

BACKGROUND/DISCUSSION:

During the course of the budget meetings for each of the standing committees, changes have been recommended by one committee as shown on the attached summary. The following changes were approved by the joint Finance, Audit & Legislative Affairs/Executive Committee.

COUNTY BOARD GOALS:



HEALTHY AND SAFE COMMUNITY



GROWING COUNTY



HIGH PERFORMING PUBLIC ORGANIZATION



WORLD CLASS PUBLIC FACILITIES

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION: Approved 9/28/21 (13-0 votes)

Ms. Pastucha and Ms. Reliford voted aye via teleconference; Ms. Bryant and Mr. Rand absent

PREPARED BY: Julie Kusturin, Assistant Chief Financial Officer

DEPARTMENT: Finance

DATE: October 14, 2021

**Committee Amendments
FY 2022 Budget**

Amendments to Revenues:

Committee	Fund/Department	Account No.	County		Net Change	Description
			Administrator Recommended	Committee Recommended		
Finance, Audit, & Legislative Affairs/Executive	ARP Fund/ARPA	197-2-197-7-462-33120	-	5,625,000	5,625,000	ARPA Revenue estimate FY22
		Total Ways and Means	-	5,625,000	5,625,000	
		Total Combined Committees	-	5,625,000	5,625,000	
County Operations	No changes					
Infrastructure	No changes					
Ways and Means	No changes					
Land Use Committee	No changes					
Public Safety and Justice	No changes					
County Health	No changes					

Amendments to Expenditures:

Committee	Fund/Department	Account No.	County		Net Change	Description
			Administrator Recommended	Committee Recommended		
Finance, Audit, & Legislative Affairs/Executive	ARP Fund/ARPA	001-1-025-0-671-51031	-	900,000	900,000	ARPA Expenditure estimate FY22
Finance, Audit, & Legislative Affairs	ARP Fund/ARPA	001-1-025-0-671-51060	-	1,000,000	1,000,000	ARPA Expenditure estimate FY22
Finance, Audit, & Legislative Affairs	ARP Fund/ARPA	001-1-025-0-671-51080	-	3,725,000	3,725,000	ARPA Expenditure estimate FY22
		Total Ways and Means	-	5,625,000	5,625,000	
County Operations	No changes					
Infrastructure	No changes					
Ways and Means	No changes					
Land Use Committee	No changes					
Public Safety and Justice	No changes					
County Health	No changes					
		Total Combined Committees	-	5,625,000	5,625,000	

**Committee Amendments
FY 2022 Budget**

ALL FUNDS AS AMENDED

REVENUES

Recommended by Administrator	118,582,750
As Amended by Committees	5,625,000
As Amended by County Board	-
Final Revenue	<u>124,207,750</u>

EXPENDITURES

Recommended by Administrator	121,880,605
As Amended by Committees	5,625,000
As Amended by County Board	-
Final Expense	<u>127,505,605</u>

GENERAL FUND AS AMENDED

REVENUES

Recommended by Administrator	47,185,810
As Amended by Committees	-
As Amended by County Board	-
Final Revenue	<u>47,185,810</u>

EXPENDITURES

Recommended by Administrator	47,185,810
As Amended by Committees	-
As Amended by County Board	-
Final Expense	<u>47,185,810</u>

AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
/ Executive Committee
MEETING DATE: September 28, 2021

LINE ITEM: various
AMOUNT: \$27,863,685

ISSUE: Approval of the 2021 Tax Levy Ordinance

BACKGROUND/DISCUSSION:

The County Board adopted a 2021 payable 2022 property tax rate of \$0.8241. The recommended 2021 payable 2022 property tax levy is based on a County EAV of \$3.381 billion, an increase of 1.10%.

The recommended levy for 2021 payable 2022 is \$27,863,685, an increase of \$303,335 over the total extension after TIF & Enterprise Zones for levy year 2020 payable 2021. Peoria County's property tax levy is made up of thirteen separate funds, ten with statutory rate ceilings, and three non-debt related funds without rate ceilings: the Illinois Municipal Retirement, FICA and Risk Management funds.

The overall estimated tax rate remains 82.41¢ in tax levy 2021 payable 2022. Overall, there was some significant movement in the various levies. The General levy decreased 3.99¢, the debt service levy decreased 1.256¢, and the IMRF levy decreased 0.289¢, while the Risk Mgt. levy increased 3.544¢, the FICA levy increased 1.820¢, and the University of Illinois Extension tax levy increased 0.172¢.

The debt service levy is not needed in tax levy 2021 payable 2022 because current debt obligations will be covered via other revenue sources within the County and will be abated.

The following chart outlines a five-year history of the Peoria County Board adopted property tax levies and property tax rates in cents per \$100 of taxable assessed values by fund.

Fund	Rate Limit	2017 Payable 2018		2018 Payable 2019		2019 Payable 2020		2020 Payable 2021		2021 Payable 2021	
		Actual	Rate	Levy	Rate	Levy	Rate	Levy	Rate	Levy	Rate
General	25.00	8,001,324	22.843	8,318,406	24.000	8,027,625	23.734	7,942,750	23.750	6,681,065	19.760
Health	15.00	1,222,459	3.490	1,307,508	3.809	1,374,805	4.065	1,354,450	4.050	1,369,350	4.050
Care & Treat	10.00	699,849	1.998	700,229	2.039	687,975	2.034	677,895	2.027	685,350	2.027
Highway	10.00	3,502,746	10.000	3,432,982	10.000	3,382,500	10.000	3,344,315	10.000	3,381,105	10.000
Bridge	5.00	1,751,373	5.000	1,716,491	5.000	1,691,250	5.000	1,672,160	5.000	1,690,550	5.000
Matching	5.00	879,189	2.510	858,245	2.500	845,500	2.500	836,080	2.500	845,275	2.500
VAC	3.00	415,075	1.185	525,688	1.531	516,490	1.527	501,650	1.500	507,165	1.500
Juvenile Det	1.50	517,005	1.476	515,016	1.500	507,500	1.500	501,650	1.500	507,165	1.500
U of I Extension	1.00	113,139	0.323	112,918	0.329	112,890	0.334	54,345	0.163	112,930	0.334
Heddington Oaks	6.00	2,101,648	6.000	2,059,720	6.000	2,029,500	6.000	2,006,590	6.000	2,028,665	6.000
Risk Mgt.	None	1,318,784	3.765	1,424,557	4.150	1,402,285	4.146	1,696,905	5.074	2,913,835	8.618
Operations Subtotal		20,522,592	58.590	20,971,760	60.858	20,578,320	60.840	20,588,790	61.564	20,722,455	61.289
IMRF	None	5,029,243	14.358	4,033,719	11.750	4,360,000	12.890	4,330,890	12.950	4,280,815	12.661
FICA	None	2,925,144	8.351	2,904,884	8.462	2,516,000	7.439	2,220,625	6.640	2,860,415	8.460
Pensions Subtotal		7,954,387	22.709	6,938,603	20.212	6,876,000	20.329	6,551,515	19.590	7,141,230	21.121
Debt Service	None	389,155	1.111	460,278	1.340	420,000	1.242	420,045	1.256	0	0.000
Debt Service Subtotal		389,155	1.111	460,278	1.340	420,000	1.242	420,045	1.256	0	0.000
PROPERTY TAX TOTAL		28,866,134	82.410	28,370,641	82.410	27,874,320	82.410	27,560,350	82.410	27,863,685	82.410

COUNTY BOARD GOALS:



High Performing Public Organization

STAFF RECOMMENDATION: APPROVAL

COMMITTEE ACTION: Approved 9/28/21 (13-0 votes)

Ms. Pastucha and Ms. Reliford voted aye via teleconference; Ms. Bryant and Mr. Rand absent

PREPARED BY: Randy Brunner, CFO and Julie Kusturin, Assistant CFO

DEPARTMENT: Finance

DATE: September 13, 2021

TO THE HONORABLE COUNTY BOARD)
)
 COUNTY OF PEORIA, ILLINOIS)

2021 TAX LEVY ORDINANCE

BE IT, AND IT IS HEREBY PROVIDED, ORDERED AND ORDAINED BY THE COUNTY BOARD, COUNTY OF PEORIA, IN THE STATE OF ILLINOIS, that a tax of the sum of Six Million, Six Hundred Eighty-One Thousand, Sixty-Five Dollars (\$6,681,065) be and the same is hereby levied upon the taxable property within the Corporate Limits of the County Peoria, State of Illinois, for the Fiscal Year beginning January 1, 2022, and ending December 31, 2022. That said Tax Levy herein provided shall be to provide for the necessary County expenditures arising with the said Fiscal year, and found and determined as necessary to be raised by taxation for county purposes, in accordance with the Budget made for said Fiscal Year and the Annual Appropriation Ordinance, duly passed by this County Board at this Session, therein specifying the several County purposes and for the amount of each purpose stated separately, for which revenue shall be required for said Fiscal Year. In addition, the County Board hereby grants authority to the County Administrator or his designee to direct the County Clerk to change (increase or decrease) the dollar amount of the tax levy in the County's Corporate General Fund that shall maximize revenue without exceeding the County Board's self-imposed tax rate cap overall tax rate of \$0.8241.

The several purposes, together with the amount of each purpose stated separately, of that Tax Levy herein made and provided for the payment of the necessary County expenditures and legal liabilities, as follows to-wit:

1. Public Defender - Public Defender Services (partial)	\$750,000
2. Court Administration - Salaries (partial)	\$750,000
3. County Sheriff - Salaries (partial)	\$3,250,000
4. County Sheriff - Food for Inmates (partial)	\$250,000
5. State's Attorney - Salaries (partial)	\$1,500,000
6. Electric / Natural Gas Utilities - All General Fund Departments (partial)	\$181,065
TOTAL LEVY FOR CORPORATE GENERAL COUNTY FUND:	\$6,681,065

BE IT, AND IT IS HEREBY FURTHER PROVIDED, ORDERED AND ORDAINED BY THE COUNTY BOARD, COUNTY OF PEORIA, STATE OF ILLINOIS, that in addition to and in excess of the Tax levied above, the following Special Tax Levies be and the same are hereby levied upon the taxable property within the corporate limits of the County of Peoria, State of Illinois, for the Fiscal Year beginning January 1, 2022, and ending December 31, 2022. That said Special Tax Levies herein provided shall be to provide for the necessary County expenditures for such special purposes arising in said Fiscal Year, found and determined as necessary to be raised for special County purposes, in accordance with the Budget made for said Fiscal Year and the Annual Appropriation Ordinance duly passed by the County Board at this Session, therein specifying the several special County purposes and for the amount of each special purpose stated separately for which such revenue shall be required for said Fiscal Year, said Budget and Annual Appropriation Ordinance is hereby incorporated into this Tax Levy Ordinance by reference and the provisions of the Budget and Appropriation Ordinance are incorporated by reference herein as though the same were set forth verbatim.

The several special purposes, together with the amount of each Special Tax Levy stated separately for the special purposes herein made and provided for the payment of the necessary special County expenditures and legal liabilities are as follows, to-wit:

Tax Levies for Special Fund Purposes

Heddington Oaks Elder Care Facility Fund	
Debt Service	\$2,028,665
Total Heddington Oaks Elder Care Facility Levy	\$2,028,665
Care & Treatment Board for Persons with Developmental Disabilities Fund	
Service Agencies Distribution (partial)	\$685,350
Total Care & Treatment Levy	\$685,350
County Highway Fund	
Full Time Employee Salaries	\$2,260,760
Health Benefits	\$602,305
Maintenance Supplies (partial)	\$299,100
IT User Fee	\$218,940
Total County Highway Levy	\$3,381,105

County Bridge Fund	
Full Time Employee Salaries	\$245,320
Temporary Employees	\$18,450
Health Benefits	\$61,780
Bridges & Culverts	\$850,000
Engineering & Architecture	\$515,000
Total County Bridge Levy	\$1,690,550
Federal Aid Matching Tax Fund	
Other Equipment	\$585,000
Highway Repair	\$88,000
Building Repair	\$170,000
Utilities Gas/ Electric	\$2,275
Total Federal Aid Matching Tax Levy	\$845,275
F.I.C.A. Fund	
Personal Services (partial)	\$2,860,415
Total F.I.C.A. Levy	\$2,860,415
Peoria City / County Health Department Fund	
Full Time Employee Salaries (partial)	\$1,369,350
Total Health Levy	\$1,369,350
Illinois Municipal Retirement Fund (IMRF)	
IMRF Contribution (partial)	\$4,280,815
Total IMRF Levy	\$4,280,815
Juvenile Detention Center Fund	
Full Time Employee Salaries (partial)	\$507,165
Total Juvenile Detention Center Levy	\$507,165

Risk Management Fund	
Excess Insurance	\$942,000
Worker's Comp Claims	\$563,500
Liability Claims	\$421,105
Uninsured Liability Loss	\$120,000
Unemployment Claims (partial)	\$75,000
Risk Management Fees	\$561,780
Medical Services	\$15,000
Dues, Memberships & Fees	\$750
Employee Benefits	\$65,000
Loss Fund Admin Costs	\$149,700
Total Risk Management Levy	\$2,913,835
University of Illinois Extension Fund	
Contributions and Grants	\$112,930
Total University of Illinois Extension Levy	\$112,930
Veteran's Affairs Commission Fund	
Full Time Employees	\$379,830
Emergency Relief	\$25,000
Medical Health Benefits	\$42,620
Building Rental	\$42,555
Overtime Premium	\$5,000
Conferences and Seminars	\$10,000
Telephone (partial)	\$2,160
Total Veteran's Affairs Commission Levy	\$507,165
TOTAL LEVY FOR SPECIAL PURPOSE FUNDS	\$21,182,620

All of the above in addition and in excess of the taxes levied for Corporate County General Fund purposes, as authorized by Law, but not to exceed, however, the rates provided by Law for Illinois Municipal Retirement Fund, F.I.C.A. (Social Security), Health (City-County), County Highway, County Bridge, Federal Aid Matching Tax, Peoria County Board for Care and Treatment of Persons with a Developmental Disability, Risk Management, Veterans' Assistance Commission, Juvenile Detention Center, Heddington Oaks Senior Care Facility, Debt Service and University of Illinois Extension.

If any item or portion thereof of these Tax Levies is, for any reason, held invalid by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of these Tax Levies.

That, the County Clerk, of said County of Peoria, State of Illinois, be and is hereby instructed and directed to extend the taxes levied upon the several tax books that shall be provided for the extension and collection of Taxes in and for said Fiscal Year, in accordance with the provision of the Law in such cases made and provided.

ATTESTED TO:

ANDREW A. RAND
CHAIRMAN, COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS

RACHAEL PARKER
COUNTY CLERK
COUNTY OF PEORIA, ILLINOIS

All amounts, above, refer to the FY 2022 County Administrator Recommended Version available for review in the County Clerk's Office.

AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
& Executive Committee
MEETING DATE: September 28, 2021
LINE ITEM: various
AMOUNT: \$127,505,605

ISSUE:

For RESOLUTION: Approval of annual resolution submitting the Annual Appropriation and Budget Ordinance

BACKGROUND/DISCUSSION:

The County Board's Rules of Order require the Budget Subcommittee and Executive Committee to submit each year to the full County Board the annual Appropriation and Budget Ordinance. The recommended Ordinance will appropriate a total budget across all funds of \$127,505,605. The beginning balance on January 1, 2022 is anticipated to be \$62,260,570. In 2022, property tax revenues are anticipated to be \$27,863,685 with the overall rate being 82.41¢ per \$100 assessed valuation. This is a 1.1% increase from the 2020 payable 2021 tax extension and is related to the anticipated increase in equalized assessed valuation. Non-property tax income is anticipated at \$96,344,065. The projected ending fund balance at the end of 2021 is \$58,962,715.

COUNTY BOARD GOALS:



FINANCIAL STABILITY

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

Approved 9/28/21 (13-0 votes)

Ms. Pastucha and Ms. Reliford voted aye via teleconference; Ms. Bryant and Mr. Rand absent

PREPARED BY: Randy Brunner, CFO and Julie Kusturin, Assistant CFO
DEPARTMENT: Finance
DATE: September 13, 2021

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

ANNUAL APPROPRIATION AND BUDGET ORDINANCE

BE IT, AND IT IS HEREBY PROVIDED, ORDERED AND ORDAINED BY THE COUNTY BOARD, COUNTY OF PEORIA, in the State of Illinois, that from the monies received by the County Treasurer from Taxes, and other revenues, for the use of Peoria County, within the Fiscal year beginning on January 1, 2022, the following sums of money, as set forth in the Statement of Expenditures and Appropriations, attached, be and the same are hereby appropriated for the County's purposes in and for the Fiscal Year beginning January 1, 2022, and ending December 31, 2022. Adjustments will be made and published in the **2022 OFFICIAL PEORIA COUNTY BUDGET WITH SUPPLEMENTARY PROGRAM INFORMATION**. Amounts in the column titled "Expenditures" are the amounts appropriated by the Peoria County Board.

**CHAIRMAN, COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS**

ATTEST:

**COUNTY CLERK
COUNTY OF PEORIA, ILLINOIS**

FY 2022 Estimated Ending Fund Balance							
Fund	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance	Surplus (Deficit)	Percent Change	Notes
General Fund							
GENERAL	20,426,032	45,672,410	45,788,670	20,309,772	(116,260)	-0.6%	Balance Budget
PCAPS	1,869,980	1,513,400	1,397,140	1,986,240	116,260	6.2%	Balance Budget
General Fund Subtotal	22,296,012	47,185,810	47,185,810	22,296,012	0	5.6%	
Special Revenue Funds							
EMERGENCY TELEPHONE	5,835,612	2,579,865	1,728,235	6,687,242	851,630	14.6%	Surplus available for future years
PUBLIC DEFENDER AUTOMATION	4,858	2,000	0	6,858	2,000	41.2%	
PEORIA CITY/COUNTY HEALTH	4,457,629	7,411,895	8,346,415	3,523,109	(934,520)	-21.0%	Drawdown on operating funds & Capital
CARE AND TREATMENT	589,794	933,710	1,050,000	473,504	(116,290)	-19.7%	Planned use of fund balance
COUNTY HIGHWAY	1,552,010	4,095,585	4,472,125	1,175,470	(376,540)	-24.3%	Strong reserves; budget draw on funds
COUNTY BRIDGE	1,815,945	1,837,550	1,696,610	1,956,885	140,940	7.8%	Surplus available for future years
TOWNSHIP BRIDGE	241,612	144,040	144,000	241,652	40	0.0%	
COUNTY MOTOR FUEL TAX	10,521,825	5,910,790	7,720,000	8,712,615	(1,809,210)	-17.2%	Planned use of fund balance for capital
TOWNSHIP MOTOR FUEL TAX	1,939,381	2,071,910	2,040,000	1,971,291	31,910	1.6%	Surplus available for future years
MATCHING TAX	1,561,948	859,275	1,136,925	1,284,298	(277,650)	-17.8%	Planned use of fund balance
COMM DEV ASSIST PROGRAM	635,061	75	125,000	510,136	(124,925)	-19.7%	Planned use of fund balance
SOLID WASTE MANAGEMENT	1,043,175	205,795	303,075	945,895	(97,280)	-9.3%	Planned use of fund balance
IMRF	1,096,430	4,603,440	4,182,325	1,517,545	421,115	38.4%	Build fund reserves for cash flow
FICA	805,897	3,182,540	3,015,600	972,837	166,940	20.7%	Build fund reserves for cash flow
VETERANS ASSISTANT COMM	389,673	565,000	587,630	367,043	(22,630)	-5.8%	Planned use of fund balance
LAW LIBRARY	250,052	130,450	102,500	278,002	27,950	11.2%	Revenues trending upwards
PEORIA COUNTY FORFEITURE	425,636	45,040	0	470,676	45,040	10.6%	Large fund balance
RABIES CONTROL FUND	1,859	0	0	1,859	0	0.0%	
JUVENILE DETENTION CENTER	1,327,783	4,368,365	4,814,495	881,653	(446,130)	-33.6%	Planned use of fund balance
PROBATION SERVICES	1,974,988	736,300	844,650	1,866,638	(108,350)	-5.5%	Strong reserves; drawdown anticipated
DRUG FORFEITURE-SHERIFF	140,175	17,850	20,500	137,525	(2,650)	-1.9%	Possible drawdown of fund balance
NEUTRAL SITE EXCHANGE	40,393	50,100	57,950	32,543	(7,850)	-19.4%	Expenditures outpace revenues
MORTGAGE FORECLOSURE	(565)	7,505	10,315	(3,375)	(2,810)	497.3%	Expenditures outpace revenues
INMATE BENEFIT	436,060	185,850	86,950	534,960	98,900	22.7%	Surplus available for future years
RESTRICTED DONATIONS	39,659	3,770	21,250	22,179	(17,480)	-44.1%	Planned use of fund balance
U of I EXTENSION	94	112,930	112,930	94	0	0.0%	
PLANNING AND ZONING GRANT	5,216	44,600	44,500	5,316	100	1.9%	
TIF DIST-PRM PARKING	2,347,578	284,700	0	2,632,278	284,700	12.1%	Expenditures appropriated as needed
SAO-AUTOMATION FEE FUND	64,480	7,140	20,000	51,620	(12,860)	-19.9%	Expenditures outpace revenues
C.O.P.S.	3,718	32,055	32,055	3,718	0	0.0%	
ACCESS & VISITATION	20,619	50,020	50,000	20,639	20	0.1%	
FAMILY VIOLENCE COOR CNC	3,679	38,800	38,800	3,679	0	0.0%	
WORLD WAR II VETERAN MEM.	69,572	150	0	69,722	150	0.2%	
COUNTY CLERK AUTOMATION	259,311	281,630	205,950	334,991	75,680	29.2%	Surplus available for future years
CNTY/ST CAPITAL IMP GRAN	9,006,700	28,960	245,000	8,790,660	(216,040)	-2.4%	Includes transfer to Greater Peoria EDC
CC AUTOMATION	179,452	325,265	267,990	236,727	57,275	31.9%	Planned surplus for future projects
CC DOCUMENT STORAGE	93,403	325,000	316,865	101,538	8,135	8.7%	Planned surplus for future projects
CC OPERATIONS & ADMINISTRATIC	195,518	100,500	95,830	200,188	4,670	2.4%	Planned surplus for future projects
CC ELECTRONIC CITATION	196,170	35,600	19,500	212,270	16,100	8.2%	Planned surplus for future projects
ARP FUND	0	5,625,000	5,625,000	0	0	0.0%	
Special Revenue Fund Subtotal	49,572,400	47,241,050	49,580,970	47,232,480	(2,339,920)	-4.7%	
Debt Service Funds							
GEN OBLIGATION DEBT CERT	649,874	2,671,750	2,667,050	654,574	4,700	0.7%	
Debt Service Fund Subtotal	649,874	2,671,750	2,667,050	654,574	4,700	0.7%	
Capital Project Funds							
PUB FACILITIES SALES TAX	1,182,046	5,170,225	5,080,020	1,272,251	90,205	7.6%	Sales taxes & capital transfers increase
CAPITAL PROJECTS	1,535,817	2,001,200	1,645,000	1,892,017	356,200	23.2%	Planned surplus for future projects
PEORIA RIVERFRONT MUSEUM	3,280,573	7,200	40,000	3,247,773	(32,800)	-1.0%	Planned use of fund balance
CRIMINAL JUSTICE SYSTEM	123,493	200	75,000	48,693	(74,800)	-60.6%	Reserves remain from a transfer from IT
PEO CNTY VETERANS WAR ME	18,266	50	0	18,316	50	0.3%	Majority of project costs close in 2021
ERP FUND	676,298	1,500	674,700	3,098	(673,200)	-99.5%	Planned use of fund balance
Capital Project Fund Subtotal	6,816,493	7,180,375	7,514,720	6,482,148	(334,345)	-4.9%	
Internal Service Funds							
PEORIA COUNTY IT SERVICE	3,680,126	5,336,825	5,564,645	3,452,306	(227,820)	-6.2%	Planned use of fund balance
EMPLOYEE HEALTH	2,071,063	8,754,020	8,927,335	1,897,748	(173,315)	-8.4%	Claim history outpaces premium increase
RISK MANAGEMENT	378,208	3,009,335	2,692,730	694,813	316,605	83.7%	Efforts to increase Risk Fund reserves
Internal Service Fund Subtotal	6,129,397	17,100,180	17,184,710	6,044,867	(84,530)	-1.4%	
Enterprise Funds							
PARKING DECK FUND	3,895,391	223,000	291,690	3,826,701	(68,690)	-1.8%	Planned use of fund balance
HEDDINGTON OAKS	(27,098,997)	2,605,585	3,080,655	(27,574,067)	(475,070)	1.8%	Depreciation will decrease net position
Enterprise Fund Subtotal	(23,203,606)	2,828,585	3,372,345	(23,747,366)	(543,760)	2.3%	
Total Change in Fund Balance	62,260,570	124,207,750	127,505,605	58,962,715	(3,297,855)	-5.3%	

COUNTY BOARD GOALS:



FINANCIAL STABILITY



WORKFORCE DEVELOPMENT

STAFF RECOMMENDATION:

N/A

COMMITTEE ACTION:

N/A

PREPARED BY: Julie Kusturin Assistant Chief Financial Officer

DEPARTMENT: Finance

DATE: October 11, 2021

**Committee Amendments
FY 2022 Budget**

Committee Amendments to Revenues:

Committee	Fund/Department	Account No.	County			Description
			Administrator Recommended	Committee Recommended	Net Change	
Finance, Audit, & Legislative Affairs/Executive	ARP Fund/ARPA	197-2-197-7-462-33120	-	5,625,000	5,625,000	ARPA Revenue estimate FY22
	Total Finance, Audit, & Legislative Affairs/Executive		-	5,625,000	5,625,000	
		Total Combined Committees	-	5,625,000	5,625,000	
Ways and Means	No changes					
Public Safety and Justice	No changes					
County Operations	No changes					
Land Use Committee	No changes					
Infrastructure	No changes					
County Health	No changes					
Executive Committee	No changes					

Committee Amendments to Expenditures:

Committee	Fund/Department	Account No.	County			Description
			Administrator Recommended	Committee Recommended	Net Change	
Finance, Audit, & Legislative Affairs/Executive	ARP Fund/ARPA	001-1-025-0-671-51031	-	900,000	900,000	ARPA Expenditure estimate FY22
Finance, Audit, & Legislative Affairs/Executive	ARP Fund/ARPA	001-1-025-0-671-51060	-	1,000,000	1,000,000	ARPA Expenditure estimate FY22
Finance, Audit, & Legislative Affairs/Executive	ARP Fund/ARPA	001-1-025-0-671-51080	-	3,725,000	3,725,000	ARPA Expenditure estimate FY22
	Total Finance, Audit, & Legislative Affairs/Executive		-	5,625,000	5,625,000	
Ways and Means	No changes					
Public Safety and Justice	No changes					
Infrastructure	No changes					
County Operations	No changes					
Land Use	No changes					
County Health	No changes					
		Total Combined Committees	-	5,625,000	5,625,000	

County Board Amendments to Revenues:

Committee	Fund/Department	Account No.	County			Description
			Administrator Recommended	Committee Recommended	Net Change	
County Operations	Employee Health/Employee Health	081-5-081-7-730-42001	-	450,000	450,000	Employee Health Insurance Change
County Operations	Employee Health/Employee Health	081-5-081-7-730-34301	2,407,000	1,982,000	(425,000)	Employee Health Insurance Change
Total County Operations			2,407,000	2,432,000	25,000	
Total Combined Committees			2,407,000	2,432,000	25,000	
Ways and Means	No changes					
Public Safety and Justice	No changes					
Land Use Committee	No changes					
Infrastructure	No changes					
County Health	No changes					
Finance, Audit, & Legislative Affairs/Executive	No changes					

County Board Amendments to Expenditures:

Committee	Fund/Department	Account No.	County			Description
			Administrator Recommended	Committee Recommended	Net Change	
County Operations	General Fund/General County	001-1-001-7-816-61081	-	450,000	450,000	Employee Health Insurance Change
County Operations	Employee Health/Employee Health	081-5-081-7-730-53071	53,000	78,000	25,000	Employee Health Insurance Change
Total Ways and Means			53,000	528,000	475,000	
Ways and Means	No changes					
Public Safety and Justice	No changes					
Land Use Committee	No changes					
Infrastructure	No changes					
County Health	No changes					
Finance, Audit, & Legislative Affairs/Executive	No changes					
Total Combined Committees			53,000	528,000	475,000	

**Total Amendments
FY 2022 Budget**

ALL FUNDS AS AMENDED

REVENUES

Recommended by Administrator	118,582,750
As Amended by Committees	5,625,000
As Amended by County Board	<u>25,000</u>
Final Revenue	124,232,750

EXPENDITURES

Recommended by Administrator	121,880,605
As Amended by Committees	5,625,000
As Amended by County Board	<u>475,000</u>
Final Expense	127,980,605

GENERAL FUND AS AMENDED

REVENUES

Recommended by Administrator	47,185,810
As Amended by Committees	-
As Amended by County Board	<u>-</u>
Final Revenue	47,185,810

EXPENDITURES

Recommended by Administrator	47,185,810
As Amended by Committees	-
As Amended by County Board	<u>450,000</u>
Final Expense	47,635,810

AGENDA BRIEFING

COMMITTEE: Finance, Audit, and Legislative Affairs Committee
& Executive Committee
MEETING DATE: September 28, 2021
LINE ITEM: various
AMOUNT: \$127,980,605

ISSUE:

For RESOLUTION: Approval of annual resolution submitting the Annual Appropriation and Budget Ordinance

BACKGROUND/DISCUSSION:

The County Board's Rules of Order require the Budget Subcommittee and Executive Committee to submit each year to the full County Board the annual Appropriation and Budget Ordinance. The recommended Ordinance will appropriate a total budget across all funds of \$127,980,605. The beginning balance on January 1, 2022 is anticipated to be \$62,260,570. In 2022, property tax revenues are anticipated to be \$27,863,685 with the overall rate being 82.41¢ per \$100 assessed valuation. This is a 1.1% increase from the 2020 payable 2021 tax extension and is related to the anticipated increase in equalized assessed valuation. Non-property tax income is anticipated at \$96,369,065. The projected ending fund balance at the end of 2021 is \$58,512,715.

COUNTY BOARD GOALS:



FINANCIAL STABILITY

STAFF RECOMMENDATION:

APPROVAL

COMMITTEE ACTION:

PREPARED BY: Randy Brunner, CFO and Julie Kusturin, Assistant CFO
DEPARTMENT: Finance
DATE: October 11, 2021

TO THE HONORABLE COUNTY BOARD)
)
COUNTY OF PEORIA, ILLINOIS)

ANNUAL APPROPRIATION AND BUDGET ORDINANCE

BE IT, AND IT IS HEREBY PROVIDED, ORDERED AND ORDAINED BY THE COUNTY BOARD, COUNTY OF PEORIA, in the State of Illinois, that from the monies received by the County Treasurer from Taxes, and other revenues, for the use of Peoria County, within the Fiscal year beginning on January 1, 2022, the following sums of money, as set forth in the Statement of Expenditures and Appropriations, attached, be and the same are hereby appropriated for the County's purposes in and for the Fiscal Year beginning January 1, 2022, and ending December 31, 2022. Adjustments will be made and published in the **2022 OFFICIAL PEORIA COUNTY BUDGET WITH SUPPLEMENTARY PROGRAM INFORMATION**. Amounts in the column titled "Expenditures" are the amounts appropriated by the Peoria County Board.

**CHAIRMAN, COUNTY BOARD
COUNTY OF PEORIA, ILLINOIS**

ATTEST:

**COUNTY CLERK
COUNTY OF PEORIA, ILLINOIS**

FY 2022 Estimated Ending Fund Balance

Fund	Beginning Fund Balance	Revenues	Expenditures	Ending Fund Balance	Surplus (Deficit)	Percent Change	Notes
General Fund							
GENERAL	20,426,032	45,672,410	46,238,670	19,859,772	(566,260)	-2.8%	Balance Budget
PCAPS	1,869,980	1,513,400	1,397,140	1,986,240	116,260	6.2%	Balance Budget
General Fund Subtotal	22,296,012	47,185,810	47,635,810	21,846,012	(450,000)	3.4%	
Special Revenue Funds							
EMERGENCY TELEPHONE	5,835,612	2,579,865	1,728,235	6,687,242	851,630	14.6%	Surplus available for future years
PUBLIC DEFENDER AUTOMATION	4,858	2,000	0	6,858	2,000	41.2%	
PEORIA CITY/COUNTY HEALTH	4,457,629	7,411,895	8,346,415	3,523,109	(934,520)	-21.0%	Drawdown on operating funds & Capital
CARE AND TREATMENT	589,794	933,710	1,050,000	473,504	(116,290)	-19.7%	Planned use of fund balance
COUNTY HIGHWAY	1,552,010	4,095,585	4,472,125	1,175,470	(376,540)	-24.3%	Strong reserves; budget draw on funds
COUNTY BRIDGE	1,815,945	1,837,550	1,696,610	1,956,885	140,940	7.8%	Surplus available for future years
TOWNSHIP BRIDGE	241,612	144,040	144,000	241,652	40	0.0%	
COUNTY MOTOR FUEL TAX	10,521,825	5,910,790	7,720,000	8,712,615	(1,809,210)	-17.2%	Planned use of fund balance for capital
TOWNSHIP MOTOR FUEL TAX	1,939,381	2,071,910	2,040,000	1,971,291	31,910	1.6%	Surplus available for future years
MATCHING TAX	1,561,948	859,275	1,136,925	1,284,298	(277,650)	-17.8%	Planned use of fund balance
COMM DEV ASSIST PROGRAM	635,061	75	125,000	510,136	(124,925)	-19.7%	Planned use of fund balance
SOLID WASTE MANAGEMENT	1,043,175	205,795	303,075	945,895	(97,280)	-9.3%	Planned use of fund balance
IMRF	1,096,430	4,603,440	4,182,325	1,517,545	421,115	38.4%	Build fund reserves for cash flow
FICA	805,897	3,182,540	3,015,600	972,837	166,940	20.7%	Build fund reserves for cash flow
VETERANS ASSISTANT COMM	389,673	565,000	587,630	367,043	(22,630)	-5.8%	Planned use of fund balance
LAW LIBRARY	250,052	130,450	102,500	278,002	27,950	11.2%	Revenues trending upwards
PEORIA COUNTY FORFEITURE	425,636	45,040	0	470,676	45,040	10.6%	Large fund balance
RABIES CONTROL FUND	1,859	0	0	1,859	0	0.0%	
JUVENILE DETENTION CENTER	1,327,783	4,368,365	4,814,495	881,653	(446,130)	-33.6%	Planned use of fund balance
PROBATION SERVICES	1,974,988	736,300	844,650	1,866,638	(108,350)	-5.5%	Strong reserves; drawdown anticipated
DRUG FORFEITURE-SHERIFF	140,175	17,850	20,500	137,525	(2,650)	-1.9%	Possible drawdown of fund balance
NEUTRAL SITE EXCHANGE	40,393	50,100	57,950	32,543	(7,850)	-19.4%	Expenditures outpace revenues
MORTGAGE FORECLOSURE	(565)	7,505	10,315	(3,375)	(2,810)	497.3%	Expenditures outpace revenues
INMATE BENEFIT	436,060	185,850	86,950	534,960	98,900	22.7%	Surplus available for future years
RESTRICTED DONATIONS	39,659	3,770	21,250	22,179	(17,480)	-44.1%	Planned use of fund balance
U of I EXTENSION	94	112,930	112,930	94	0	0.0%	
PLANNING AND ZONING GRANT	5,216	44,600	44,500	5,316	100	1.9%	
TIF DIST-PRM PARKING	2,347,578	284,700	0	2,632,278	284,700	12.1%	Expenditures appropriated as needed
SAO-AUTOMATION FEE FUND	64,480	7,140	20,000	51,620	(12,860)	-19.9%	Expenditures outpace revenues
C.O.P.S.	3,718	32,055	32,055	3,718	0	0.0%	
ACCESS & VISITATION	20,619	50,020	50,000	20,639	20	0.1%	
FAMILY VIOLENCE COOR CNC	3,679	38,800	38,800	3,679	0	0.0%	
WORLD WAR II VETERAN MEM.	69,572	150	0	69,722	150	0.2%	
COUNTY CLERK AUTOMATION	259,311	281,630	205,950	334,991	75,680	29.2%	Surplus available for future years
CNTY/ST CAPITAL IMP GRAN	9,006,700	28,960	245,000	8,790,660	(216,040)	-2.4%	Includes transfer to Greater Peoria EDC
CC AUTOMATION	179,452	325,265	267,990	236,727	57,275	31.9%	Planned surplus for future projects
CC DOCUMENT STORAGE	93,403	325,000	316,865	101,538	8,135	8.7%	Planned surplus for future projects
CC OPERATIONS & ADMINISTRATIC	195,518	100,500	95,830	200,188	4,670	2.4%	Planned surplus for future projects
CC ELECTRONIC CITATION	196,170	35,600	19,500	212,270	16,100	8.2%	Planned surplus for future projects
ARP FUND	0	5,625,000	5,625,000	0	0	0.0%	
Special Revenue Fund Subtotal	49,572,400	47,241,050	49,580,970	47,232,480	(2,339,920)	-4.7%	
Debt Service Funds							
GEN OBLIGATION DEBT CERT	649,874	2,671,750	2,667,050	654,574	4,700	0.7%	
Debt Service Fund Subtotal	649,874	2,671,750	2,667,050	654,574	4,700	0.7%	
Capital Project Funds							
PUB FACILITIES SALES TAX	1,182,046	5,170,225	5,080,020	1,272,251	90,205	7.6%	Sales taxes & capital transfers increase
CAPITAL PROJECTS	1,535,817	2,001,200	1,645,000	1,892,017	356,200	23.2%	Planned surplus for future projects
PEORIA RIVERFRONT MUSEUM	3,280,573	7,200	40,000	3,247,773	(32,800)	-1.0%	Planned use of fund balance
CRIMINAL JUSTICE SYSTEM	123,493	200	75,000	48,693	(74,800)	-60.6%	Reserves remain from a transfer from IT
PEO CNTY VETERANS WAR ME	18,266	50	0	18,316	50	0.3%	Majority of project costs close in 2021
ERP FUND	676,298	1,500	674,700	3,098	(673,200)	-99.5%	Planned use of fund balance
Capital Project Fund Subtotal	6,816,493	7,180,375	7,514,720	6,482,148	(334,345)	-4.9%	
Internal Service Funds							
PEORIA COUNTY IT SERVICE	3,680,126	5,336,825	5,564,645	3,452,306	(227,820)	-6.2%	Planned use of fund balance
EMPLOYEE HEALTH	2,071,063	8,779,020	8,952,335	1,897,748	(173,315)	-8.4%	Claim history outpaces premium increase
RISK MANAGEMENT	378,208	3,009,335	2,692,730	694,813	316,605	83.7%	Efforts to increase Risk Fund reserves
Internal Service Fund Subtotal	6,129,397	17,125,180	17,209,710	6,044,867	(84,530)	-1.4%	
Enterprise Funds							
PARKING DECK FUND	3,895,391	223,000	291,690	3,826,701	(68,690)	-1.8%	Planned use of fund balance
HEDDINGTON OAKS	(27,098,997)	2,605,585	3,080,655	(27,574,067)	(475,070)	1.8%	Depreciation will decrease net position
Enterprise Fund Subtotal	(23,203,606)	2,828,585	3,372,345	(23,747,366)	(543,760)	2.3%	
Total Change in Fund Balance	62,260,570	124,232,750	127,980,605	58,512,715	(3,747,855)	-6.0%	

COUNTY OF PEORIA, ILLINOIS

**RESOLUTION EXTENDING THE DECLARATION OF EMERGENCY DUE TO
COVID-19 IN PEORIA COUNTY, ILLINOIS**

WHEREAS, since early March 2020, Illinois has faced a pandemic that has caused extraordinary sickness and loss of life, infecting over 1,647,000¹ and taking the lives of more than 24,000² Illinois residents as of October 7, 2021; and,

WHEREAS, protecting the health and safety of Illinoisans is among the most important functions of State government; and,

WHEREAS, as Illinois adapts and responds to the public health disaster caused by Coronavirus Disease 2019 (COVID-19), a novel severe acute respiratory illness that spreads rapidly through respiratory transmissions and that continues to be without an effective treatment or vaccine, the burden on residents, healthcare providers, first responders, and governments throughout the State is unprecedented; and,

WHEREAS, the World Health Organization declared COVID-19 a Public Health Emergency of International Concern on January 30, 2020, and the United States Secretary of Health and Human Services declared that COVID-19 presents a public health emergency on January 27, 2020; and,

WHEREAS, on March 11, 2020, the World Health Organization characterized the COVID-19 outbreak as a pandemic, and has now reported more than 236.7 million³ confirmed cases of COVID-19 and 4.83 million deaths⁴ attributable to COVID-19 globally and,

WHEREAS, despite efforts to contain COVID-19, the virus continued to spread rapidly, resulting in the need for federal and State governments to take significant steps; and,

WHEREAS, while vaccines have proven to be effective against COVID-19, it is critical that Illinois continue to prevent spread of the disease as vaccine accessibility expands; and,

WHEREAS, COVID-19 vaccines are effective at preventing COVID-19 disease, especially severe illness and death, but a proportion of the population remains unvaccinated and some residents, including younger children, cannot yet receive the vaccine; and,

WHEREAS, on March 9, 2020, the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19; and,

WHEREAS, on March 13, 2020, the President declared a nationwide emergency pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121-5207 (the "Stafford Act"), covering all states and territories, including Illinois; and,

WHEREAS, on March 26, 2020, the President declared a major disaster in Illinois pursuant to Section 401 of the Stafford Act; and,

WHEREAS, on April 1, 2020, due to the exponential spread of COVID-19 in Illinois, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on April 30, 2020, due to the continued spread of COVID-19 in Illinois, the threatened shortages of hospital beds, ER beds, and ventilators, and the inadequate testing capacity, the Governor of Illinois again declared all counties in the State of Illinois as a disaster area; and,

WHEREAS, on May 29, 2020, June 26, 2020, July 24, 2020, August 21, 2020, September 18, 2020, October 16, 2020, November 13, 2020, December 11, 2020, January 8, 2021, February 5, 2021, March 5, 2021, April 2, 2021, April 30, 2021, May 28, 2021, June 26, 2021, July 23, 2021, August 20, 2021, and September 17, 2021 the Governor of Illinois, declared all counties in the State of Illinois as a disaster area in response to the outbreak of COVID-19, renewing his prior declarations; and,

WHEREAS, as circumstances surrounding COVID-19 rapidly evolve and new evidence emerges, there have been frequent changes in information and public health guidance; and,

WHEREAS, the unprecedented nature of COVID-19, including the health consequences it has on not just the respiratory system but the heart, brain, kidneys, and the body's immune response, has made the virus's effects and its path difficult to predict; and,

WHEREAS, the Delta variant of the coronavirus is more aggressive and more transmissible than previously circulating strains, and poses new risks in the ongoing effort to stop and slow spread of the virus; and,

WHEREAS, the Delta variant may cause more severe disease than prior strains of the virus; and,

WHEREAS, the Centers for Disease Control and Prevention (CDC) estimates that the Delta variant now accounts for nearly all sequenced coronavirus in the U.S.; and,

WHEREAS, social distancing, face coverings, and other public health precautions have proven to be critical in slowing and stopping the spread of COVID-19; and,

WHEREAS, the Centers for Disease Control and Prevention ("CDC") has issued guidance for fully vaccinated people, indicating that they can resume numerous activities outdoors without wearing a mask or staying 6 feet apart, while recommending wearing a mask indoors in public in areas of substantial or high transmission, as well as where required by federal, state, local, tribal, or territorial laws, rules, and regulations, including local business and workplace guidance; and,

WHEREAS, the CDC continues to advise that cloth face coverings or masks protect persons who are not fully vaccinated from COVID-19; and,

WHEREAS, the CDC advises that schools continue to use the COVID-19 prevention strategies outlined in the CDC's Operational Strategy for K-12 Schools for at least the remainder of the 2020-2021 academic school year; and,

WHEREAS, the CDC continues to advise that day care providers continue to use COVID-19 prevention strategies, including masking and physical distancing, even after day care providers and their staff are vaccinated; and,

WHEREAS, some people infected by the virus remain asymptomatic but nonetheless may spread it to others; and,

WHEREAS, public health guidance advises that minimizing physical interactions between people who do not reside in the same household is critical to slowing the spread of COVID-19; and,

WHEREAS, as COVID-19 has spread in Illinois over the course of the Gubernatorial Disaster Proclamations, the circumstances causing a disaster throughout the State have changed and continue to change, making definitive predictions of the course the virus will take over the coming months extremely difficult; and,

WHEREAS, at the time of the first Gubernatorial Disaster Proclamation, there were 11 confirmed cases of COVID-19 in one Illinois county; and,

WHEREAS, as of October 7, 2021, there have been over 1.647 million ⁵confirmed cases of COVID-19 in all Illinois counties; and,

WHEREAS, the first death attributed to COVID-19 in Illinois was announced on March 17, 2020; and,

WHEREAS, as of October 7, 2021, more than 25,000⁶ residents of Illinois have died due to COVID-19; and,

WHEREAS, from the outset, studies have suggested that for every confirmed case there are many more unknown cases, some of which are asymptomatic individuals who can pass the virus to others without knowing; and,

WHEREAS, the number of new COVID-19 cases in Illinois has increased recently because of the Delta variant, and the virus continues to infect too many individuals and claim the lives of too many Illinoisans each day; and,

WHEREAS, Peoria County is reporting 168 new cases ⁷per 100,000 population over the last seven (7) days; and,

WHEREAS, COVID-19 has claimed the lives of and continues to impact the health of Black and Hispanic Illinoisans at a disproportionately high rate - magnifying significant health disparities and inequities; and,

WHEREAS, the U.S. has surpassed 44.1 million⁸ total cases and 708,500 deaths⁹; and,

WHEREAS, the State and Illinois Department of Public Health have developed a mitigation plan to trigger additional precautions when regions meet certain risk levels; and

WHEREAS, the Illinois Department of Public Health activated its Illinois Emergency Operations Plan and its Emergency Support Function 8 Plan to coordinate emergency response efforts by hospitals, local health departments, and emergency management systems in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, as the virus has progressed through Illinois, the crisis facing the State continues to develop and requires an evolving response to ensure hospitals, health care professionals and first responders are able to meet the health care needs of all Illinoisans and in a manner consistent with CDC guidance that continues to be updated; and,

WHEREAS, in order to ensure that health care professionals, first responders, hospitals and other facilities are able to meet the health care needs of all residents of Illinois, the State must have critical supplies, including PPE, such as masks, face shields, gowns, and gloves; and,

WHEREAS, the State of Illinois maintains a stockpile that supplies the existing PPE supply chains and stocks at various healthcare facilities; and,

WHEREAS, while the State continues to make every effort to ensure an adequate supply of PPE, if those procurement efforts are disrupted or Illinois experiences a surge in COVID-19 cases, the State may face a life-threatening shortage of respirators, masks, protective eyewear, face shields, gloves, gowns, and other protective equipment for health care workers and first responders; and,

WHEREAS, Illinois continues to use a significant percentage of hospital beds and ICU beds; and, if COVID-19 cases surge, the State could face a shortage of critical health care resources; and,

WHEREAS, there are parts of the country in which there are few if any available ICU beds as a result of the Delta variant, and many parts of Illinois have a diminishing number of available ICU beds as a result of the Delta variant; and,

WHEREAS, the State has now tested more than 32.79 million¹⁰ total specimens for COVID-19; and,

WHEREAS, in addition to causing the tragic loss of more than 25,000 Illinoisans and wreaking havoc on the physical health of tens of thousands more, COVID-19 has caused extensive economic loss and continues to threaten the financial welfare of a significant number of individuals and businesses across the nation and the State; and,

WHEREAS, nationwide more than 80 million people have filed unemployment claims since the start of the pandemic; and,

WHEREAS, the Illinois Department of Employment Security announced that the State's unemployment rate continues to be high at 11.1% ¹¹in August 2021; and,

WHEREAS, the most recent unemployment data for Peoria County from the Illinois Department of Employment Security is from August 2021 and showed an unemployment rate of 7.6%;¹² and,

WHEREAS, the Department of Commerce and Economic Opportunity is working to address the economic crisis, including through assistance programs such as the Business Interruption Grants Program for businesses that experienced a limited ability to operate due to COVID-19 related closures; and,

WHEREAS, the economic loss and insecurity caused by COVID-19 threatens the viability of business and the access to housing, medical care, food, and other critical resources that directly impact the health and safety of residents; and,

WHEREAS, access to housing helps prevent the spread of COVID-19 because individuals with housing are able to minimize physical contact with those outside their households; and,

WHEREAS, the Peoria County Emergency Management Agency, along with the City of Peoria's Office of Emergency Management activated the County's Public Health Emergency Plan, the County's Emergency Operations Plan, and the City's Emergency Operations Plan to coordinate emergency response efforts at the local level in order to avoid a surge in the use of hospital resources and capacity; and,

WHEREAS, based on the foregoing facts, and considering the rapid spread of COVID-19 and the ongoing health and economic impacts that will be felt over the coming month by people across the State, the current circumstances in Illinois surrounding the spread of COVID-19 constitute an epidemic emergency and a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, based on the foregoing, the continuing burden on hospital resources, the potential shortages of resources in the event of a surge in infections, and the critical need to increase the purchase and distribution of PPE as well as to expand COVID-19 testing capacity and contact tracing constitute a public health emergency under Section 4 of the Illinois Emergency Management Agency Act; and,

WHEREAS, it is the policy of the County of Peoria to be prepared to address any disasters and, therefore, it is necessary and appropriate to make County resources available to ensure that our public health system is capable of serving those impacted by COVID-19 and that Peoria County residents remain safe and secure and able to obtain medical care; and,

WHEREAS, this proclamation will assist the County of Peoria in facilitating economic recovery for individuals and businesses in an effort to prevent further devastating consequences from economic instability; and,

WHEREAS, these conditions provide legal justification under Section 7 of the Illinois Emergency Management Agency Act for the new issuance of a proclamation of disaster; and,

NOW, THEREFORE, in the interest of aiding the people of Peoria County for ensuring public health and safety, I, Andrew A. Rand, Chairperson of the Peoria County Board of Peoria County, Illinois, hereby proclaim as follows:

Section 1. Pursuant to the provisions of Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, I find that a disaster exists within the County of Peoria, Illinois and specifically declare Peoria County as a disaster area. The proclamation authorizes the exercise of all of the emergency powers provided in Section 7 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/7, afforded to county government, including but not limited to those specific emergency powers set forth below.

Section 2. The Peoria City/County Health Department is directed to continue implementing the County Emergency Operations Plan and Public Health Emergency Plan in coordination with the City of Peoria and applicable agencies of the State of Illinois.

Section 3. The Peoria City/County Health Department is further directed to cooperate with the State agencies, the Peoria County Board, and local authorities in Peoria County in the development and implementation of strategies and plans to protect the public health in connection with the present public health emergency.

Section 4. The provisions of Chapter 6.5, Centralized Purchasing, of the Peoria County Code of Ordinances that would in any way prevent, hinder or delay necessary action in coping with the disaster are suspended to the extent they are not required by federal law to aid with emergency purchases necessary for response and other emergency powers as authorized by the Illinois Emergency Management Agency Act.

Section 5. This proclamation can facilitate requests for both federal and state emergency and/or disaster assistance if a complete and comprehensive assessment of damage indicates that effective recovery is beyond the capabilities of the County of Peoria, Illinois.

Section 6. This proclamation shall be effective immediately and remain in effect for 30 days.

DATED at Peoria, Illinois, this 14th day of October, A.D., 2021.

Andrew A. Rand / James T. Fennell
Peoria County Board Chairperson / Peoria County Board Vice Chairperson

ATTEST:

Rachael Parker
Peoria County Clerk

Sources:

¹ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

² State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

³ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁴ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁵ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

⁶ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

⁷ State of Illinois County Level COVID-19 Risk Metrics: <http://dph.illinois.gov/countymetrics>

⁸ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

⁹ John Hopkins Coronavirus Resource Center: <https://coronavirus.jhu.edu/map.html>

¹⁰ State of Illinois Coronavirus (COVID-19) Response website: <https://coronavirus.illinois.gov/s/>

¹¹ Illinois Department of Employment Security, Local Area Unemployment Statistics (LAUS):
<https://ides.illinois.gov/resources/labor-market-information/laus.html>

¹² Illinois Department of Employment Security, Illinois Unemployment Rate by County:
https://ides.illinois.gov/content/dam/soi/en/web/ides/labor_market_information/local_area_unemploymentstatisticslaus/countymap.pdf