



**COUNTY OF KENDALL, ILLINOIS  
LAW, JUSTICE, AND LEGISLATION COMMITTEE**

**Kendall County Office Building  
111 W. Fox Street; County Board RM 210; Yorkville  
Monday, September 27, 2021 ~ 3:15 p.m.  
Meeting Agenda**

- 1. Call to Order**
- 2. Pledge of Allegiance to the American Flag**
- 3. Roll call and determination of a quorum:** Judy Gilmour (Chair), Amy Cesich, Dan Koukol, Ruben Rodriguez, Robyn Vickers
- 4. Approval of the Agenda**
- 5. Approval of the August 23, 2021 Meeting Minutes**
- 6. Public Comment**
- 7. Status reports**
  - A. Coroner
  - B. Emergency Management Agency
  - C. Public Defender
  - D. Circuit Clerk
  - E. Court Services
  - F. Chief Judge
  - G. State's Attorney
  - H. Sheriff's Office
- 8. Old Business**
- 9. New Business**
  - *Discussion an Ordinance Regulating Hawkers, Peddlers, Itinerant Merchants, and Transient Vendors*
  - *Discussion and Approval of an IGA between Kendall County and the State of Illinois Emergency Management Agency*
  - *Discussion of Elimination of Cash Bail In IL: Financial Analysis*
- 10. Legislative Update**
- 11. Items for County Board**
- 12. Items for Committee of the Whole**
- 13. Chairman's report/comments**
- 14. Public Comment**
- 15. Executive Session**
- 16. Adjournment**

*If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at (630) 553-4171, a minimum of 24-hours prior to the meeting time*

# COUNTY OF KENDALL, ILLINOIS

## Law, Justice and Legislation Committee

Monday, August 23, 2021

### Meeting Minutes

**Call to Order and Pledge Allegiance** – Chair Judy Gilmour called the meeting to order at 3:15 p.m. and led the Pledge of Allegiance.

#### **Roll Call:**

<b>Committee Member</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Judy Gilmour	Here		
Amy Cesich	Present		
Dan Koukol	Here		
Rubin Rodriguez	Here		
Robin Vickers	Here		

**Others Present:** EMA Director Roger Bonuchi, Court Services Director Alice Elliott, State’s Attorney Eric Weiss, Chief Judge Robert Pilmer, Interim Public Defender Ken Johnson, Circuit Clerk Matthew Prochaska, Coroner Jacquie Purcell, Undersheriff Bobby Richardson

**Approval of Agenda** – Member Koukol made a motion to approve the agenda, second by Member Rodriguez. **With all members present voting aye, the agenda was approved.**

**Approval of Minutes** – Member Cesich made a motion to approve the July 26, 2021 meeting minutes, second by Member Vickers. **With all members present voting aye, the agenda was approved.**

**Public Comment** – Ronald Mattson and Anthony Sulla spoke in favor of the committee passing the Resolution Declaring Full Support of the Second Amendment to the Constitution of the United States of America.

#### **STATUS REPORTS**

Coroner – Written report provided. Coroner Purcell reviewed the July 2021 report stating there were 34 total deaths, including 1 accidental death in Plainfield. Chief Deputy Levi Gotte received his American Board of Medical Legal Death Investigator Certification. Coroner Purcell provided training for the Illinois Search and Rescue Council for Human Bone Identification on July 10, 2021. Coroner Purcell stated 19 community service hours were performed in the morgue in the month of July.

EMA – Written report provided. Director Bonuchi reported that as of August 16, 2021 the IDPH reported Region 2 has a 6% rolling 7-day average positivity rate, which is below the 8% action level. ICU bed availability is 19% below the 20% limit. Director Bonuchi stated the numbers are starting to flatten out.

Public Defender – Judge Pilmer introduced Mr. Ken Johnson as the interim Public Defender for Kendall County. Written reports have been prepared and will be dispersed after the meeting. Judge Pilmer stated the department has a large caseload and Mr. Johnson’s priority will be to fill vacant positions.

Circuit Clerk – Circuit Clerk Matthew Prochaska informed the committee the report will be provided via email after the meeting. Mr. Prochaska stated there has been no changes since the report was given at the previous county board meeting. Mr. Prochaska stated the number of foreclosures are at 2 and the number of evictions are

at 5 for the month of July. Mr. Prochaska reported the work is continuing on implementing the Manual of Recordkeeping. Once implemented the number of case filings will decrease due to the new case filing system. Mr. Prochaska stated Research Illinois is another big change in which the Illinois Administrative Office of Illinois Courts is working on through the Illinois State Supreme Court; once fully implemented an attorney or member of the public will be able to log on and review cases in all 102 counties. Mr. Prochaska stated the system is currently being stressed tested to verify documents that are sealed are not accessible.

Court Services – Written reports will be provided via email. Ms. Elliott reported that the union contract is still under negotiations. Ms. Elliott stated the report was completed and submitted before the State of Illinois Supreme Court made its decision on the pre-trial for the State of Illinois, which will now be reported under AOIC. The change will go into effect sometime in July 2022 to January 2023 or later. Ms. Elliott has a meeting scheduled to obtain further information. The state fiscal year 2022 funding for reimbursement for salaries have increased to \$795,000 which is in effect for July 2021 to June of 2022.

Chief Judge – Judge Pilmer updated the committee on the continuation of jury trials; three preformed last week and two this week. As of today the mask mandate has not been implemented at the Courthouse, but they are required for jury trials as a cautionary measure. Judge Pilmer informed the committee the new computers for Judge’s benches funded through a grant have been delivered and is awaiting installation. Judge Pilmer did state virtual hearings are still continuing. Judge Pilmer informed the committee Judge Volland will be seated in Dekalb County until July 2023, in turn Judge Stephanie Klein, a newly sworn Judge and former Dekalb County prosecutor will be seated in Kendall County. Judge Pilmer explained due to the nature of being a former prosecutor in Dekalb it is not uncommon for a Judge to sit in another county temporarily. Judge Klein will be handling traffic court and misdemeanors.

States Attorney - Mr. Weiss stated by adding the second week of jury trials will be helpful with the backlog of cases. Mr. Weiss stated they are at full staff with attorneys except for the new positions just approved. Mental Health Court is going extremely well with two new applications per week. Mr. Weiss stated the application process to ensure the right people whom will benefit from this court does take longer. It is extremely well received and will be a benefit for Kendall County.

Sheriff’s Report –

- a. Operations Division – Written report provided.
- b. Corrections Division – Written report provided. Undersheriff Bobby Richardson explain the electronic home monitoring program and reported program is going very well.
- c. Records Division – Written report provided.

**Old Business** - None

**New Business**

- Discussion and Approval of a Resolution Declaring Full Support of the Second Amendment to the Constitution of the United States of America.

Member Cesich made a motion for discussion on the Approval of a Resolution Declaring Full Support of the Second Amendment to the Constitution of the United States of America. Second by Member Koukol. **With all members present voting aye, the motion carried. This item will be sent to the County Board for further discussion, approval and action.**

- Discussion and approval of Master Services Agreement between Kendall County Circuit Clerk and Conscisys

Member Koukol made a motion to forward the approval of Master Services Agreement between Kendall county Circuit Clerk and Conscisys to the September 7, 2021 County Board meeting for further discussion and final approval, second by Member Rodriguez. **With all members present voting aye, the motion carried. This item will be sent to the County Board for further discussion, approval and action.**

- Discussion and approval addendum to the Master Services Agreement between Kendall County Circuit Clerk and Conscisys for Electronic Search Warrants.

Member Rodriguez made a motion to forward the approval addendum to the Master Services Agreement between Kendall County Circuit Clerk and Conscisys for Electronic Search Warrants to the September 7, 2021 County Board meeting for further discussion and final approval, second by Member Koukol. **With all members present voting aye, the motion carried. This item will be sent to the County Board for further discussion, approval and action.**

**Legislative Update** – Chair Gilmour informed the committee Illinois Senate hearings will begin next week on redistricting. HB 2834 designates August 26th as Illinois Constitution Day to commemorate August 26, 1818 as the day the Illinois Constitution was ratified. HB633 Vegetable Garden Protection Act.

#### **Items for the September 7, 2021 Kendall County Board Meeting**

- Approval of a Resolution Declaring Full Support of the Second Amendment to the Constitution of the United States of America
- Approval of Master Services Agreement between Kendall County Circuit Clerk and Conscisys
- Approval addendum to the Master Services Agreement between Kendall County Circuit Clerk and Conscisys for Electronic Search Warrants

**Items for the August 26, 2021 Committee of the Whole Meeting** - None

**Chairman’s Report/Comments** - None

**Public Comment** – None

**Executive Session** - None

**Adjournment** – Member Cesich made a motion to adjourn the meeting, second by Member Koukol. **With all members present in agreement, the motion carried the meeting ended at 4:19 p.m.**

Respectfully Submitted,

Christina Wald  
Administrative Assistant



# Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

## EMA/Search and Rescue Report

August 2021

### COVID

- COVID Delta variant is relatively flat
- PPE is routinely ordered from the State and commercial suppliers. They are then distributed to schools, Kendall County departments and municipal police departments.

### Meetings/Training/Volunteers

- KCEMA Volunteer training on August 16<sup>th</sup> – Topic Establishing a CERT Program
- Participated in the Sheriff's National Night Out event on Tuesday, August 3<sup>rd</sup>
- Three inactive volunteers have resigned this month. Recruitment, interviews and backgrounds are in progress for three new volunteers that will come on in September.

### Local Emergency Planning Committee (LEPC)

- We've recently answered a FOIA on a parcel in the very southern portion of Seward Township, just west of Ridge Road and north of I-80. The petitioner was looking for past chemical spills. We worked with the State HAZMAT database going back 20 years and reported that no chemical spills have occurred on that parcel.

### Hazard Mitigation Plan

- The County's hazard mitigation plan is outdated. It's 6 years old. We've started a project to update it using a FEMA BRIC project grant. Although the "BRIC" program is titled "Building Resilient Infrastructure and Communities", a portion of the money is set aside for hazard planning. We will be bringing an RFP draft to LJI in September to look for a contractor we're seeking to do the work with information collected in meetings with our staff. The project would be paid for 75/25% with 25% our responsibility. However, Kendall County will get credit for our work with the information collection meetings so there would be no cost to us.

### CERT Program

- Our CERT program planning is in progress. We're planning two 10-person, 8-week sessions after January of 2022.

### Search and Rescue

- August 2 - Lead/Instructed Search and Rescue Initial Operations class in Chicago for Cook County Sheriff's Police. There were thirty-nine (39) participants attending. One (1) Kendall County EMA SAR personnel taught the class along with another from Illinois Wisconsin Search Dogs.
- August 14 - Multi agency Search and Rescue training was held at Chicago Marine Safety Center on Lake Michigan in Chicago. The subject was Shoreline Safety. Forty-three (43) persons from sixteen (16) area agencies took part in the training. Chicago Fire and Chicago Police instructed as to their roles in water safety in Chicago. The Chicago Fire dive team put divers in the water for the participants to practice rope throw bags. Other techniques were taught by Rich Frizelis of Chicago CERT and Kimberly Gotte of Kendall County EMA SAR. Five (5) Kendall County EMA SAR personnel took part in the training.
- August 21 - Lead/Instructed a Basic Navigation class in North Aurora. There were twenty-one (21) students from five (5) agencies attended. One (1) Kendall County EMA SAR personnel taught the class along with others from Kane County OEM, McHenry County EMA and Illinois Wisconsin Search Dogs.
- August 28 - Missing person search for 62 YOA female that had chased after her dog into a cornfield in Ottawa. The missing woman was found deceased in the cornfield. Her dog was rescued. Two (2) Kendall County EMA SAR personnel participated in the search.

## Kendall County Circuit Clerk Report

**August Update:** In the month of August, the Circuit Clerks Office is continuing training for the new Manual of Recordkeeping changes, and updates to eFile. We had 1 staff leave the office and 1 give notice and are working on hiring the replacements. In addition, we are currently implementing the new state laws and mandates.

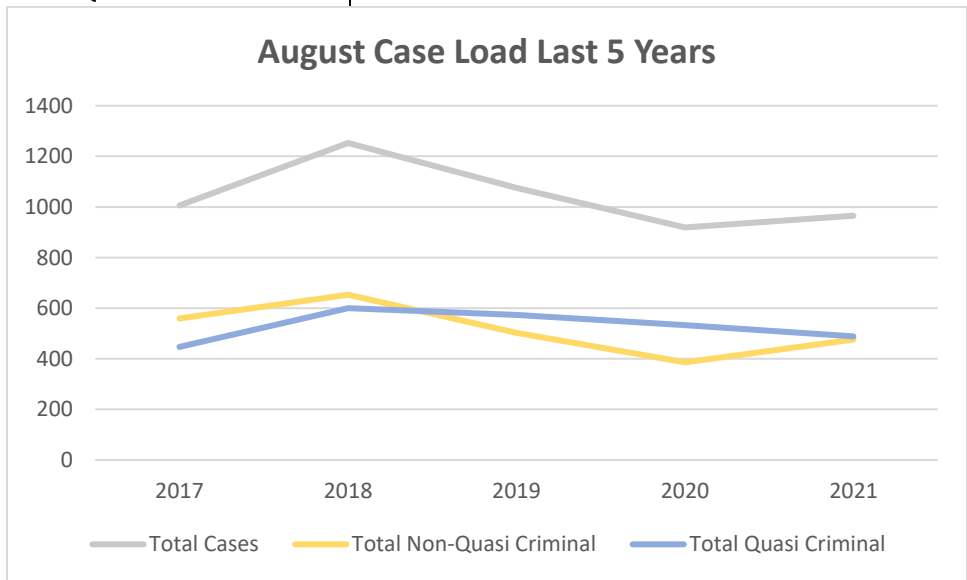
### 2021 Case Filings YTD

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
Adoption	2	0	1	2	0	1	2	1
Contempt of Court	3	4	3	0	5	2	4	4
Criminal Felony	16	29	42	27	34	56	27	42
Chancery	3	6	3	3	5	10	6	5
Civil Law Violation	1	1	1	0	3	1	0	2
Criminal Misdemeanor	45	33	34	51	38	55	46	46
Conservation Violation	2	1	0	0	2	2	6	1
Divorce	41	30	38	35	31	26	42	38
DUI	15	12	24	18	25	30	14	21
Eminent Domain	0	0	0	0	0	0	0	0
Family	16	5	13	10	9	12	9	15
Juvenile	0	0	2	0	4	2	0	0
Juvenile Abuse/Neglect	2	4	9	16	6	12	3	5
Juvenile Delinquency	6	4	13	2	6	14	16	4
Law	10	11	11	6	9	6	7	10
Law Magistrate	25	57	46	32	28	40	25	29
Mental Health	0	0	2	3	1	2	0	1
Misc. Remedy	22	27	30	24	28	28	20	26
Order of Protection	21	22	27	35	37	32	27	39
Ordinance Violation	0	4	4	2	4	1	4	0
Probate	15	24	20	14	6	17	20	11
Small Claims	118	117	140	84	89	110	73	166
Traffic	286	267	465	491	354	472	432	488
Tax	1	0	0	18	1	5	1	0
Wills	26	16	15	16	18	18	17	10
Misc	7	1	6	4	6	2	0	1
	<b>683</b>	<b>675</b>	<b>949</b>	<b>893</b>	<b>749</b>	<b>956</b>	<b>801</b>	<b>965</b>
<b>Totals for 2020</b>	<b>1025</b>	<b>1014</b>	<b>705</b>	<b>349</b>	<b>442</b>	<b>642</b>	<b>801</b>	<b>919</b>

**Note: CH Foreclosures filings are at 5, LM Evictions are 16**

## CIRCUIT CLERK: 2017-21 JULY CASELOAD NUMBERS

	2017	2018	2019	2020	2021
<b>Adoption</b>	1	0	0	1	1
<b>Contempt of Court</b>	5	2	1	3	4
<b>Criminal Felony</b>	29	61	38	35	42
<b>Chancery</b>	35	28	40	3	5
<b>Civil Law Vilolation</b>	9	14	8	0	2
<b>Criminal Misdemeanor</b>	66	79	62	50	46
<b>Conservation Violation</b>	5	3	1	0	1
<b>Divorce</b>	49	46	29	38	38
<b>DUI</b>	13	23	23	12	21
<b>Eminent Domain</b>	0	0	1	0	0
<b>Family</b>	10	12	18	4	15
<b>Juvenile</b>	0	0	0	0	0
<b>Juvenile Abuse/Neglect</b>	3	0	0	6	5
<b>Juvenile Delinquency</b>	21	26	20	6	4
<b>Law</b>	6	12	8	11	10
<b>Law Magistrate</b>	50	64	69	19	29
<b>Mental Health</b>	0	0	0	2	1
<b>Misc. Remedy</b>	32	29	29	24	26
<b>Order of Protection</b>	40	32	31	30	39
<b>Orninance Violation</b>	2	0	0	4	0
<b>Probate</b>	7	12	8	11	11
<b>Small Claims</b>	159	194	108	107	166
<b>Traffic</b>	440	597	572	529	488
<b>Tax</b>	2	0	0	0	0
<b>Wills</b>	22	19	9	22	10
<b>Misc</b>	0	0	0	2	1
<b>Total Cases</b>	<b>1006</b>	<b>1253</b>	<b>1075</b>	<b>919</b>	<b>965</b>
<b>Total Non-Quasi Criminal</b>	559	653	502	386	476
<b>Total Quasi Criminal</b>	447	600	573	533	489





**To:** Kendall County Board \* Law, Justice and Legislation Committee  
**From:** Alice Elliott, Director \* Kendall County Court Services  
**Date:** Sept 2021  
**Re:** Monthly Report

**Juvenile Detention – FY2021 ~ Costs Incurred**

Kendall County Court Services FY2021 Summary - Juvenile Detention					Same Time 2020	Same Time 2019	Same Time 2018	Same Time 2017	Same Time FY2016
Month	Total New Admissions	Total Holdovers*	Total Days	Total Cost Incurred					
						\$18,652.00* Paid FY19 incurred FY18			
12/2020	2	2	65	\$7,800.00	\$6,600.00	\$17,640.00	\$10,450.00	\$8,690.00	\$15,620.00
01/2021	1	1	35	\$4,725.00	\$11,160.00	\$12,120.00	\$9,020.00	10,560.00	15,180.00
02/2021	4	1	42	\$5,670.00	\$10,200.00	\$10,320.00	\$11,330.00	15,070.00	11,110.00
03/2021	6	1	77	\$10,395.00	\$18,120.00	\$6840.00	\$21,730.00	9,900.00	3,410.00
04/2021	1	5	57	\$7695.00	\$3,960.00	\$7920.00	\$15,960.00	13,640.00	5,940.00
05/2021	1	1	34	\$4590.00	\$6,840.00	\$18,840.00	\$10,560.00	5,610.00	4,180.00
06/2021	2	2	86	\$11,610.00	\$10,320.00	\$24,000.00	\$7,320.00	6,270.00	11,660.00
07/2021	2	2	86	\$11,610.00	\$19,320.00	\$14,880.00	\$11,760.00	1,540.00	10,120.00
08/2021	5	3	106	\$14,310.00	\$14,860.00	\$4560.00	\$12,000.00	3,850.00	11,880.00
09/2021	4	2	142	\$19,170.00	\$8,520.00	\$4560.00	\$9120.00	9,130.00	2,640.00
10/2021					\$9,240.00	\$9000.00	\$15,120.00	10,780.00	5,610.00
11/2021					\$7,800.00	Paid in FY20	\$18,600.00	5,170.00	11,110.00
<b>TOTAL</b>	<b>28</b>	<b>20</b>	<b>730</b>	<b>\$97,575.00</b>	<b>\$126,850.00</b>	<b>\$149,332.00</b>	<b>\$152,970.00</b>	<b>\$100,210.00</b>	<b>\$108,460.00</b>

\*Holdover=A minor detained on the last day of the previous month carried over to the first day of the current month.

**Kendall County Fiscal Year 2021 (Juvenile Detention):**

Amount Budgeted: \$ 150,000.00  
Amount Expended: \$ 97,575.00  
Amount Remaining: \$ 52,425.00

**Kendall County Fiscal Year 2021 (Juvenile Board & Care):**

Amount Budgeted: \$ 50,000.00  
Amount Expended: \$ 0  
Amount Remaining: \$ 50,000.00

**Juvenile Board & Care - FY2021 ~ Costs Incurred**

	Number of Minors Placed	Days Paid	Total Monthly Cost Incurred	Total Cost Incurred (Running Total)
12/2020- 09/21	N/A	N/A	N/A	N/A

**Items Worthy of notice to the County Board:**

The Metropolitan Alliance of Police (MAP) new union contract negotiations are ongoing. The old contract is not scheduled to expire until 11-30-21.

The Probation Department will be providing a series of mini informational sessions during the Law and Justice Committee meetings designed to provide an overview of what service our department provides to the community. Today I will provide a brief over view and then each month I will bring one of our supervisors to talk about their specific unit and or a specific program(s). Illinois state statutes dictate the Chief Judge in each Circuit shall establish probation services in each county in their jurisdiction and the Probation Officer Act establishes the personnel of a probation department to be judicial employees. The mission of the 23<sup>rd</sup> Judicial Circuit Court Services is to serve the community by promoting positive behavioral change utilizing proven methods to increase public safety. We do this by:

1. Maintaining a work environment in which mutual respect, teamwork and collaboration are central components and positivity and creativity are encouraged.
2. Being responsive to the Courts and upholding the belief in the ability to change.
3. Developing, implementing and evaluating the success and cost effectiveness of programs and services.

4. Utilizing effective assessment tools and adapting services to meet individual needs that will help guide case management in order to promote social growth and personal responsibility.

In Kendall County we have 4 specific units to carry out these functions:

Adult Unit:

- General supervision of individuals sentenced in this county as well as those sentenced in other counties or states but reside here.
- Community Service Work Coordinator- Provides coordination of court ordered Public Service Work for both adult and juvenile offenders. And collaborates with non-profits to achieve this objective.
- Drug Test Technician(s)- assists in the collection and interpretation of urine for the purpose of determining unlawful alcohol or drug usage for both adult and juvenile offenders.

Special Programs Unit

- Specialized Sex Offender Caseload
- Specialized High Risk Domestic Violence Caseload
- Problem Solving Court Officer (Drug Court/Mental Health Court/Veterans Court)
- Investigations- Presentence Reports

Pretrial Unit (will be dissolved in a year)

- Bond Reports
- Pretrial Supervision

Juvenile Unit:

- Juvenile Diversion Specialist
- General Supervision of youth sentenced to Court Supervision or Probation in Kendall County or in another county or state but reside here.
- Investigations- Social History Reports
- Enhanced Probation Services- Specialized caseload of youth and families with mental health and/or family dynamics that result in extensive court involvement. It should be noted, this is a new initiative still being developed and refined and is designed to target many of the same youth that occupy the detention beds. It is our intention to decrease detention stays for our repeat offenders through intentional collaborative interventions.

I am very proud of the department we have here and the desire of each and everyone one of the staff to do their best and be the best. Each and every one believes in a person's ability to change and want the very best for the clients we serve and the community we protect.

# KENDALL COUNTY SHERIFF'S OFFICE

## MONTH-END REPORT



AUGUST

2021

---

---

***OPERATIONS DIVISION***

---

---

<b>POLICE SERVICES</b>	<b>August-20</b>	<b>August-21</b>
Calls for Service	767	764
Police Reports	315	347
Total Arrests	59	37
Ordinance Citations Issued	1	0

<b>TRAFFIC SERVICES</b>		
Traffic Contacts	411	184
Traffic Citations Issued	135	62
DUI Arrests	3	4

<b>TRAFFIC CRASH INVESTIGATIONS</b>		
Property Damage	11	24
Personal Injury	23	34
Fatalities	0	0
<b>TOTAL CRASH INVESTIGATIONS</b>	<b>34</b>	<b>58</b>

<b>VEHICLE USAGE</b>		
Total Miles Driven by Sheriff's Office	54,027	43,523
Vehicle Maintenance Expenditures	\$1,921	\$6,358
Fuel Expenditures	\$8,356	\$11,777
Fuel Gallons Purchased	4,374	4,047
Squad Damage Reports	0	0

<b>AUXILIARY DEPUTIES</b>		
Ride-A-Long Hours	0	0
Auxiliary Hours	10	99
<b>TOTAL AUXILIARY HOURS</b>	<b>10</b>	<b>99</b>

<b>EVIDENCE/PROPERTY ROOM</b>		
New Items into Property Room	104	125
Disposal Orders Processed	97	36
Items Disposed Of	125	129
Items Sent to Crime Lab for Processing	11	8
Pounds of Prescription Meds Collected from Drop Box	15	9

<b>INVESTIGATIONS/COPS ACTIVITIES</b>		
Total Assigned Cases (Patrol/Invest)	25	50
Total Closed Cases (Patrol/Invest)	18	126
Total Open Cases (Patrol/Invest)	157	31
Community Policing Meetings/Presentations	23	24

<b>Sex Offender / Violent Offenders Against Youth Registrations</b>		
Sex Offender Registrations	11	12
Sex Offender - Address Verifications Completed	0	0
Sex Offender - Address Verification Attempted	0	0
Total # of Sex Offenders- Jurisdiction	32	31
Total # of Sex Offenders- Entire County	80	87
Violent Offenders Against Youth Registrations	1	0
VOAY - Address Verification Completed	0	0
VOAY - Address Verification Attempted	0	0
Total # of VOAY- Jurisdiction	5	6
Total # of VOAY- Entire County	20	27

---

---

***RECORDS DIVISION***

---

---

<b>SHERIFF SALES</b>		
Sales Scheduled	0	17
Sales Cancelled	0	9
Sales Conducted	0	8

<b>CIVIL PAPERWORK</b>	<b>August-20</b>	<b>August-21</b>
Papers Filed/Received	154	136
Papers Served/Executed	116	94

<b>REPLEVINS/LEVY</b>		
Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0

<b>SA, SUBPOENA &amp; FOIA REQUESTS</b>		
Electronic and Recording Copy Requests	69	52
Accident Reports	27	40
Background Checks	27	25
Incidents	91	79
Subpoenas	1	7
<b>TOTAL REQUESTS</b>	<b>215</b>	<b>203</b>

<b>WARRANTS</b>		
Total Warrants on File	1,690	1,741
New Warrants Issued	163	134
Total Warrants Served	47	112
Warrants Quashed	11	42

<b>EVICTIONS</b>		
Evictions Scheduled for Month	0	9
Evictions Cancelled	0	7
Evictions Conducted	0	2

<b>FEES</b>		
Civil Process Fees	\$1,674.00	\$5,103.50
Sheriff Sales Fees	\$1,200.00	\$3,600.00
Records Fees/Fingerprinting	\$237.15	\$90.00
Bond Processing Fees	\$702.94	\$1,762.71
<b>TOTAL FEES COLLECTED</b>	<b>\$3,814</b>	<b>\$10,556</b>

---

## ***CORRECTIONS DIVISION***

---

<b>JAIL POPULATION</b>		
New Intake Bookings	146	152
Inmates Released	152	156
Federal Inmate ADP	73	62
Kendall County Inmate ADP	48	70
Other Jurisdictions Inmate ADP	6	12
Average Daily Population	127	144

<b>JAIL MEALS</b>		
Number of Meals Prepared Consolidated Food	11,500	12,904
Price Per Meal	\$1.35	\$1.33

<b>INMATE TRANSPORTS</b>		
To and From Kendall County Courthouse	19	27
Other County Court Transports	0	0
Out of County Prisoner Pickups	13	10
To I.D.O.C	2	1
Medical/Dental Transports	2	4
Court ordered medical transports	2	0
Juvenile To and From Youth Homes/Courts	4	14
Federal Transports	6	15
<b>TOTAL INMATE TRANSPORTS</b>	<b>48</b>	<b>71</b>

<b>INMATE WORK CREWS</b>	<b>August-20</b>	<b>August-21</b>
Number of Inmates	0	0
Number of Locations	0	0
Total Hours Worked	0	0

<b>REVENUE</b>		
Amount Invoiced for Inmates Housed for Other Juris.	\$10,800.00	\$26,047.00
Amount Invoiced for Federal Housing	\$180,960.00	\$153,040.00
Amount Invoiced for Federal Court Transport	\$997.05	\$2,044
Amount Invoiced for Federal Medical Transport	\$775.43	\$2,727
<b>TOTAL INVOICED</b>	<b>\$193,532</b>	<b>\$183,858</b>

<b>MEDICAL BILLING</b>		
Medical Contractual Services	\$19,425.89	\$19,538.33
Prescriptions	\$3,932.19	\$2,978.45
Medical	\$3.00	\$52.09
Dental	\$0.00	\$0.00
Emergency Medical Services	\$234.66	\$266.86
Medical Supplies	\$136.86	\$455.78
<b>TOTAL MEDICAL BILLING</b>	<b>\$23,733</b>	<b>\$23,292</b>

<b>Outstanding FTA Fees</b>		
FTA Fees- Outstanding	\$375.00	\$75

<b>COURT SECURITY</b>		
Entries	10,751	9,904
Items X-rayed	3,435	4,255
Bond Call - In Person	7	6
Bond Call - Video	43	56
Kendall Prisoners	63	60
Other Prisoners	2	8
Arrests made at Courthouse	29	26
Contraband Refused	57	69

## ***ELECTRONIC HOME MONITORING***

<b>TOTAL DEFENDANTS ORDERED TO EHM</b>		
Juvenile		6
Adult		60
<b>TOTAL PARTICIPANTS</b>		<b>66</b>

<b>Orders</b>		
Presentenced		63
Bischof		41
Post Sentenced		3

<b>Days Defendants Served on EHM</b>		
Juvenile		134
Adult		1505
<b>TOTAL DAYS</b>		<b>1639</b>

<b>EHM VIOLATIONS</b>		
Juvenile		0
Adult		10
<b>TOTAL VIOLATIONS</b>		<b>10</b>

<b>COST vs. COLLECTIONS</b>		
Cost		\$4,310.57
Collected	13	\$4,675.43

---

---

**KCSO TRAINING**

---

---

<b>CORRECTIONS DIVISION</b>	<b>August-20</b>	<b>August-21</b>
<b>NATURE OF TRAINING</b>		
40 Hour Juvenile Officer Class		80
Addiction Treatment in the Justice Involved		9
Annual Firearms Qualification		4
Basic First Aid		2
CERT Training		28
CIT for Correctional Facilities		20
Communicating Eff/Prof W/ LGBTI Offenders		1
CourtSmart		1
Criminal Related Interviewing: Crime 1, 2, 3		16
Decision Making for Critical Incident Response		8
FBI LEEDA Supervisory Leadership Institute		80
Infectious & Communicable Diseases		25
LEADS LTFA		4
LEADS Re-Certification		3
Lexipol DTB's		19.5
Nova Stun Shield		16.5
Off Dut Qualification		1
Responding to Hostage Situations		8
Restraint Chair Procedures		46
OC Training		17.5
Taser X2 Re-Cert		102
Use of Force Workshop for Sergeants & Lieutenants		8
<b>TOTAL HOURS</b>	<b>53</b>	<b>500</b>

<b>OPERATIONS DIVISION</b>		
<b>NATURE OF TRAINING</b>		
40 Hour First Line Supervisory Skills		80
Annual Shotgun Qualification		1
Best Practices in Civil Unrest		1
Calls for Service		248
Communicating Eff/Prof w/ LGBTI Offenders		1
CourtSmart		14
Crash Investigation Aerial Photogrammetrist		64
Emotional Survival in 21st Century Policing		8
Evidence Technician		40
FBI LEEDA Supervisory Leadership Institute		40
Kendall Co. SAO Anti-Harassment Training		1
Kendall Co. SAO Supervisory Anti-Harassment Training		1
Leading the New Generation		1
LEADS LTFA		4
LEADS Re-Certification		4.5
Lexipol DTB's		22.5
My C.I.: Cultivating & Effectively Handling Today's Top CI		16
Off Duty Qualifications		1
Pepperball Instructor		8
Policy 315		1
PREA: Your Role Responding to Sexual Abuse		3
Rifle Qualification		1
Roll Call Training		4.25
Sergeant In-House		8
Social Media Overview		1
SRT		40
Taser Instructor		16
Taser X2 Re-Cert		3
The Art of Active Listening		1
The Reid Technique of Investigative Interviewing		6
Use of Force Workshop for Sergeants & Lieutenants		8
<b>TOTAL HOURS</b>	<b>75</b>	<b>648</b>

<b>COURT SECURITY</b>		<b>August-20</b>	<b>August-21</b>
<b>NATURE OF TRAINING</b>			
Addiction Treatment for the Justice Involved			1
CIT for Correctional Facilities			5
CourtSmart			2
Infectious & Communicable Diseases			4
Lexipol DTB's			5.25
Nova Stun Shield			3
OC Training			2.5
Taser X2 Re-Cert			18
Taser Instructor			16
<b>TOTAL HOURS</b>		<b>0</b>	<b>57</b>

<b>ADMINISTRATION DIVISION</b>			
<b>NATURE OF TRAINING</b>			
<b>TOTAL HOURS</b>		<b>0</b>	<b>0</b>

<b>AUXILIARY</b>			
<b>NATURE OF TRAINING</b>			
<b>TOTAL HOURS</b>		<b>0</b>	<b>0</b>

<b>PART TIMERS</b>			
<b>NATURE OF TRAINING</b>			
CourtSmart			2.5
Lexipol DTB's			6.75
<b>TOTAL HOURS</b>		<b>0</b>	<b>9</b>



87-2

ORDINANCE REGULATING HAWKERS,  
PEDDLERS, ITINERANT MERCHANTS  
AND TRANSIENT VENDORS

---

BE IT HEREBY ORDAINED by the County Board of Kendall County, State of Illinois, as follows:

Section 1. PERMIT. It shall be unlawful for any person, firm or corporation to go in or upon any private residence, farm or premises in the County beyond the corporate limits of any city or village in said county, which license or regulate said person, firm or corporation or to canvass for orders for goods, wares, merchandise or services of any character or description, or for the purpose of offering to give or to furnish or giving or furnishing any goods, wares, merchandise or services to any such occupants to induce, or invite such orders, without having first applied for and received from the County Clerk of Kendall County a solicitor's permit so do to.

Section 2. Any person desiring to secure such a solicitor's permit shall apply therefor in writing over his or her signature to the County Clerk of Kendall County on forms provided by the County of Kendall, and such application shall state: (1) the name and address of the applicant, (2) the name and address of the person, firm or corporation, by whom employed, (3) the length of service of such applicant with such employer, (4) the place of residence and nature of employment of the applicant during the last preceding year, (5) the nature or character of the goods, wares, merchandise or services to be offered by the applicant, (6) the personal description and complete identification of the applicant. An application shall be accompanied with a filing fee of \$5.00.

Section 3. That any person so registering with the County Clerk shall specify the dates that solicitation will occur and shall not at the time of registration be permitted to register for solicitation dates for in excess of seven (7) days from the date of registration.

Section 4. That no solicitation shall be permitted except on Monday through Friday between 8:00 A.M. and 9:00 P.M. and Saturday between 8:00 A.M. and 6:00 P.M.

Section 5. That the County Clerk of Kendall County shall maintain a record of the persons soliciting in Kendall County in accordance with the above.

Section 6. EXHIBITION OF PERMIT. Such permit shall be carried at all times by the applicant to whom issued, when soliciting or canvassing in the area of the county outside of the corporate limits of any city or village in said county, and shall be exhibited by any such applicant whenever he or she shall be requested so to do by any police officer or any person solicited.

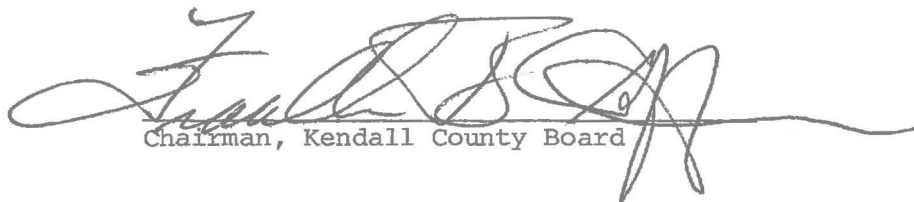
Section 7. REVOCATION OF PERMIT. Any such permit may be revoked by the County Clerk of Kendall County for violation by the holder thereof of any of the provisions of this Ordinance.

Section 8. This resolution shall not apply to any person, public body, church, school district, charitable organization, not for profit corporation or any firm or business that maintains an office or place of business in Kendall County.

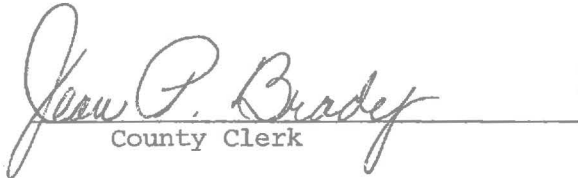
Section 9. PENALTY. Any person, firm or corporation violating any provisions of this resolution shall be fined not less than Five Dollars nor more than Two Hundred Dollars for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 10. That this Resolution shall be in full force and effect on an after its passage.

ADOPTED this 9 day of December, 1986

  
Chairman, Kendall County Board

ATTEST:

  
County Clerk



# Ticket Statistics



**Print Date/Time:** 09/21/2021 15:12  
**Login ID:** jlangston  
**Statute:** ORDINANCE REGULATING SOLICITORS

**From Date:** 09/01/2000  
**To Date:** 09/21/2021  
**Ticket Type:** ORDINANCE VIOLATION

KENDALL COUNTY SHERIFF'S OFFICE  
**ORI Number:** IL0470000

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC Totals

ORDINANCE VIOLATION	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
87-2 ORDINANCE REGULATING SOLICITORS	0	1	0	0	0	2	1	1	1	0	0	0	6
<b>ORDINANCE VIOLATION Totals</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>
<b>Totals</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>6</b>

# ELIMINATION OF CASH BAIL IN ILLINOIS: FINANCIAL IMPACT ANALYSIS

## EXECUTIVE SUMMARY

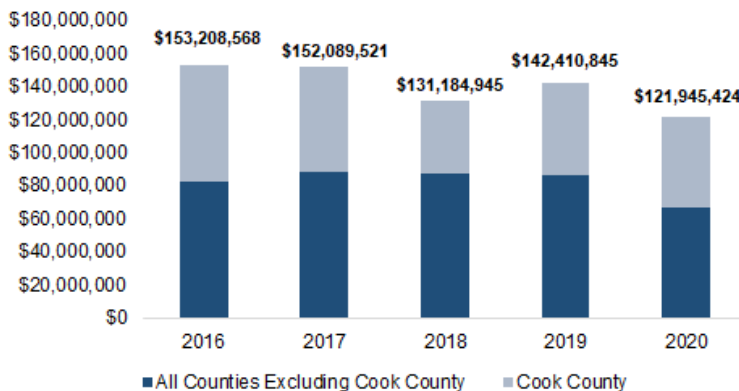
In preparation for the elimination of cash bail beginning in January 2023, the Illinois Supreme Court Pretrial Practices Implementation Task Force set out to measure the financial impact this policy change will have on counties throughout the State of Illinois, and specifically circuit court clerks who will no longer retain up to 10% of bond deposits as bond processing fees. In a first-of-its kind analysis, the Task Force compiled data on the annual total bond payments across Illinois over the past five years. The focus of the report is the amount of bond payments applied, which means bonds processed and disbursed at the conclusion of a criminal case, and how clerks of circuit courts distributed those bond amounts. The findings focus on bonds applied, rather than bond payments collected at the time of pretrial release, in order to understand how those funds are used for a variety of purposes, including to satisfy fines, fees and assessments, restitution payments, and refunds to the person who paid the bond.

### SUMMARY OF FINDINGS

#### Total Bond Payments Processed

Across the 95 Illinois counties that provided data, bond payments processed in criminal cases totaled \$153.2 million in 2016. This amount decreased to \$121.9 million in 2020. Bonds processed in Cook County represented approximately 40% of the state total on average across the five-year period. 2020 is not a representative year due to disruptions caused by the COVID-19 pandemic. Court closures and case delays, combined with a reduction in crime and arrests, likely led to a much lower volume of processed cases in 2020 and therefore fewer court fees and fines processed compared to prior years.

**Total Bond Payments Applied in Illinois**



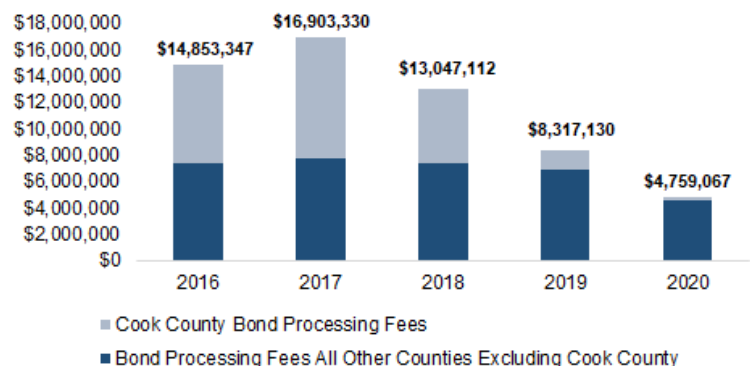
Of the total bond payments processed:

- The majority—70%—were applied to satisfy court-ordered fees;
- 10% were applied to satisfy fines and restitution payments; and
- The remaining 20% were refunded to the person who paid the bond or paid to private attorneys who represented the defendant.

#### Circuit Court Clerk Bond Processing Fees

- Clerks of circuit courts collected a total of \$14.9 million in bond processing fees (also known as bail bond costs) in 2016. This amount decreased to \$4.8 million in 2020.
- On average over this period, bond processing fees represented 8% of total bonds applied.
- These bond processing fees will be eliminated with the abolishment of cash bail.

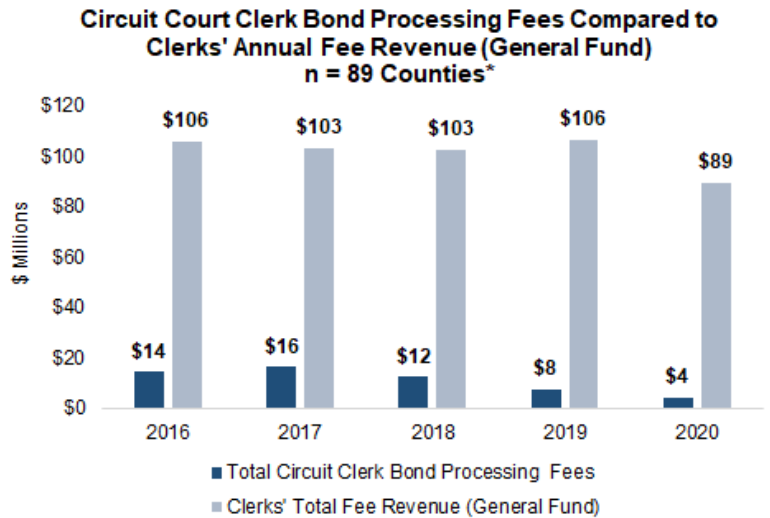
**Bond Processing Fees Received by Circuit Court Clerks in Illinois**



## SUMMARY OF FINDINGS (CONTINUED)

### Bond Processing Fees Compared to Clerks' Total Fee Revenue

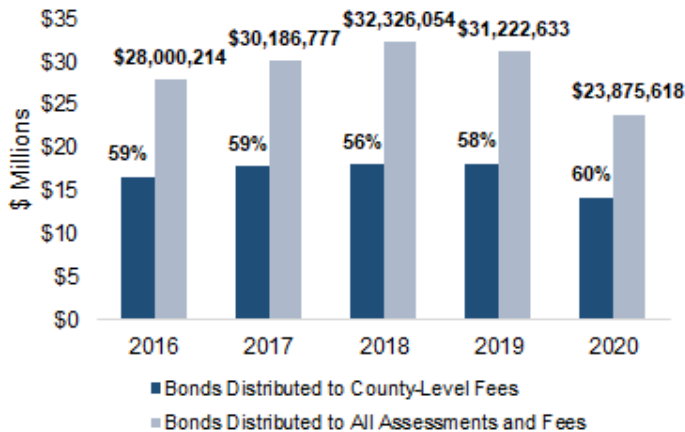
Bond processing fees are budgeted as circuit court clerks' fee revenue within the county general fund. To demonstrate the magnitude of "revenue loss" these bond processing payments represent in context of clerks' total fee revenue, the figure to the right shows this comparison. When compared to circuit court clerks' total general fund fee revenue, bond processing fees represented 11% of clerks' fee revenue on average over the five-year period from 2016 through 2020.



\*Excludes 6 counties: Calhoun, Macoupin, Morgan, Sangamon, Shelby and Winnebago.

### Bonds Applied to County-Level Fees as a Percentage of Bonds Applied to All Fees

n = 88 Counties\*



\*Excludes 7 counties: Cook, DuPage, McLean, Peoria, St. Clair, Tazewell and Will.

### Bond Payments Applied to Satisfy Fees

A significant portion of bond payments (70%) are used to satisfy court-ordered fees and assessments. These fees support a variety of government functions at the state, county and municipal level. Fees, assessments and fines (other than circuit clerks' bond processing fees) will not be eliminated through the SAFE-T Act. However, bond payments will no longer be used to satisfy the payment of fees.

The figure to the left shows the total fees applied from bonds from 2016 through 2020. On average over this period, 58% of bond payments were distributed to county-specific fees, while the remaining 42% of bonds applied to fees were directed to other state or municipal fees.

*Additional findings are detailed in the full report. For details about the information included in the analysis and the limitations and challenges with data used to complete the analysis, please see the Methodology and Data Limitations sections of the full report.*

INTER-GOVERNMENTAL GRANT AGREEMENT



BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND  
COUNTY OF KENDALL

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield Illinois 62704, and County of Kendall (Grantee), with its principal office at 111 West Fox Street, Yorkville, Illinois 60560 and payment address (if different than principal office) at 1102 Cornell Lane, Yorkville Illinois 60450, 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 361779440 is Grantee's correct DUNS Number, that 366006598 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 Governmental Unit. If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$21,425.00**, 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. The Catalog of State Financial Assistance (CSFA) Number is 588-15-1018.

1.4. Term. This Agreement shall be effective on **July 1, 2021** and shall expire on **June 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.

**Illinois Emergency Management Agency**

By: \_\_\_\_\_

Alicia Tate-Nadeau, Director

By: \_\_\_\_\_

Signature of Designee

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Designee

By: \_\_\_\_\_

Signature of First Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Other Approver

By: \_\_\_\_\_

Signature of Second Other Approver, if Applicable

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_

Second Other Approver

**County of Kendall**

By: \_\_\_\_\_

Signature of Authorized Representative

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: County Board Chairman

E-mail: \_\_\_\_\_

**ARTICLE II  
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

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

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

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

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

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

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

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

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

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



**ARTICLE III  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“FAIN” means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Illinois.

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

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

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

#### ARTICLE IV PAYMENT

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

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

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

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

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

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

4.7. Interest.

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

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

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

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

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

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

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

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

**ARTICLE VI**  
**BUDGET**

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

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

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

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

## ARTICLE VII ALLOWABLE COSTS

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

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(d).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE VIII REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

500/50-10.5).

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

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

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

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

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

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

## ARTICLE IX CRIMINAL DISCLOSURE

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

## ARTICLE X UNLAWFUL DISCRIMINATION

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

(a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44

III. 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(l) 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.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**EXHIBIT A**

**PROJECT DESCRIPTION**

The Illinois Nuclear Safety Preparedness Act (the Act), 420 ILCS 5, authorizes the Grantor to compensate local governments from fees collected pursuant to Section 4 of the Act for expenses incurred in activities defined as necessary by the Grantor to implement and maintain the plans and programs authorized by the Act. To be eligible for a grant, the local government must be an active participant in the Illinois Radiological Emergency Preparedness (REP) Program. The purpose of this Agreement is to compensate the Grantee, a local government with direct response duties, for its costs for maintaining the Illinois Plan for Radiological Accidents (IPRA) and for IPRA response capabilities.

This Agreement will be administered under the parameters set forth in 32 Ill. Admin. Code 501. As defined in 32 Ill. Admin. Code 501.90, the following categories are used by the Grantor in determining necessary activities and authorized expenses payable under this grant program:

- Plan development and maintenance
- Preparation for and participation in training
- Preparation for and participation in exercises and drills
- Maintenance of a specific capability to implement nuclear emergency response plans

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

The Grantee is required to perform each of the following tasks:

1. Annual review and update of the IPRA.
2. Exercise participation and successful demonstration of required exercise criteria.
3. Successful corrective actions for issues identified in an exercise or a federal or state plan review.
4. Biennial participation in specific REP training provided or approved by the Grantor.
5. Submission of performance reports as set forth in Exhibit E.
6. Submission of financial claim forms as set forth in Exhibit E.



**EXHIBIT C**

**PAYMENT**

Grantee shall receive \$21,425.00 under this Agreement.

Enter specific terms of payment here:

Such compensation by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement and approved budget (Spend Plan).

**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: Tolly Knezevich  
Title: Disaster Services Planner  
Address: 1035 Outer Park Drive  
Springfield, IL 62704  
Phone: (217) 785-9943  
TTY#: \_\_\_\_\_  
Fax#: (217) 524-9036  
E-mail Address: toly.j.knezevich@illinois.gov

**GRANTEE CONTACT**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
TTY #: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Additional Information: \_\_\_\_\_

**EXHIBIT E**  
**PERFORMANCE MEASURES**

The Grantee shall submit performance reports and financial claim forms to the Grantor according to the schedule set out below.

The performance reports must detail in narrative form all work completed toward each Task described in Exhibit B during the reporting period. The financial claim forms show the eligible costs in accordance with the Spend Plan during the reporting period.

If the Grantee is a county, performance reports and financial claim forms are due on a quarterly basis in accordance with the following schedule:

- 1st Quarter (July-September): due October 31
- 2nd Quarter (October-December): due January 31
- 3rd Quarter (January-March): due April 30
- 4th Quarter (April-June): due July 31

If the Grantee is a political subdivision other than a county, performance reports and financial claim forms are due on a biannual basis in accordance with the following schedule:

- 1st and 2nd Quarter (July-December): due January 31
- 3rd and 4th Quarter (January-June): due July 31

The performance reports and financial claim forms must be signed, include a copy of the related receipts that verify eligible expenditures of Grant Funds, and be mailed or faxed to the Grantor by the applicable due date.

**EXHIBIT F**  
**PERFORMANCE STANDARDS**

Performance standards include:

1. Appropriate use of Grant Funds in accordance with 32 Ill. Admin. Code 501, applicable grant guidance documents, and the terms outlined in this Agreement.
2. The timely submittal of required documentation, as defined in 32 Ill. Admin. Code 501.80 and Exhibit E of this Agreement.
3. Adequate results from grant audits conducted by the Grantor.

Failure to use Grant Funds in accordance with the terms outlined in this Agreement will result in the recovery of Grant Funds and/or the reduction of future grant awards.

**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.

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires

**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:

None.

**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.