1. **CALL TO ORDER**

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:16 AM.

2. **ROLL CALL**

   **PRESENT:** Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
   **ABSENT:** Healy

   Ms. Chaplin was also present.

3. **PUBLIC COMMENT**

   None

4. **CHAIRMAN'S REMARKS**

   Chairman Eckhoff gave the floor to Dr. Ruscitti who took a moment to address the committee and attendees. Indeed, Dr. Ruscitti let the assembled group know that the US Department of Justice School Safety Mental Health Prevention Grant has been awarded to DuPage ROE. The award amount is $525,000.00.

5. **APPROVAL OF MINUTES:**

   A. Judicial/Public Safety Committee - Regular Meeting - Sep 18, 2018 8:15 AM

   **RESULT:** ACCEPTED [UNANIMOUS]
   **MOVER:** Donald Puchalski, District 1
   **SECONDER:** Peter DiCianni, District 2
   **AYES:** Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
   **ABSENT:** Healy

6. **BUDGET TRANSFERS**
A. Budget Transfers -- Transfer of funds from account no 53828 (contingencies) to 51050 (flexible benefit earnings) for the Law Library in the amount of $340.00 to cover benefits of new employee.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L. Larsen, Vice Chair
SECONDER: James Zay, District 6
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

7. ACTION ITEMS

A. FI-R-0893-18 RESOLUTION -- Acceptance and Appropriation of the Comprehensive Law Enforcement Response to Drugs Grant FY19 Agreement #416721 Company 5000 - Accounting Unit 6615 $66,061

RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Tonia Khouri, District 5
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

B. JPS-P-0252-18 Recommendation for approval of a contract purchase order to William G. Worobec, Attorney at Law, to provide professional services as a conflict attorney for the 18th Judicial Circuit Court. This contract covers the period of November 1, 2018 through October 31, 2019 for a contract total amount not to exceed $47,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant DuPage County Code Section 2-300.4-108 (1) (b).

RESULT: APPROVED [UNANIMOUS]
MOVER: Sam Tornatore, District 1
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy
C. JPS-P-0253-18 Recommendation for the approval of a contract purchase order to Johnson Controls for the purchase and installation of network cameras, servers, and licenses for monitoring and recording of all inmate day room areas for the Sheriff's Department, for a contract total amount of $66,124.00 with an annual support renewal of the licenses which is budgeted for $1,436.00 annually. Per lowest responsible bid #18-136-DT. (This purchase will be paid out of the treasury fund)

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: James Zay, District 6
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

8. INFORMATIONAL ITEMS


Information Item 8.A was accepted and placed on file.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: Sam Tornatore, District 1
AYES: Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Healy

9. OLD BUSINESS

None

10. NEW BUSINESS

Member Zay and several other JPS members expressed concern over the zoning that is the standard right now in Districts 1 and 6 with regards to the adult clubs and public safety. Many members were vocal in their support of home rule for unincorporated areas. Member Tornatore reassured the JPS Committee that the Building and Zoning Committee is well aware of the issue and working to resolve the matter as well, at least to the best of their abilities.

Additionally, Ms. Chaplin brought the topic of Willowbrook's Sterigencis company to the table. She let the assembled group know that residents are very concerned about the flammability of the chemical (ethylene oxide), and residents would like to know what the County has in place since it would seem that Willowbrook has no emergency plans. To this, Member Eckhoff did establish that he is part of a committee (the Local Emergency Planning Committee (LEPC)) that addresses DuPage chemicals and policies. Mr. Snow of the DuPage Office of Homeland
Security and Emergency Management further clarified that a list is maintained by the LEPC, in conjunction with the state, naming which companies have possession of what chemicals. Further inquiries into plans and measures would need to be addressed to the DuPage LEPC.

11. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:30 a.m.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Donald Puchalski, District 1</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Peter DiCianni, District 2</td>
</tr>
<tr>
<td>AYES:</td>
<td>Hart, DiCianni, Eckhoff, Grant, Grasso, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Healy</td>
</tr>
</tbody>
</table>
1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:16 AM.

2. ROLL CALL

PRESENT: Hart, DiCianni, Eckhoff, Grasso, Healy (8:18 AM), Khouri, Larsen, Noonan, Tornatore (8:20 AM)
ABSENT: Grant, Puchalski, Zay

Mr. Gavanes was also present.

3. PUBLIC COMMENT

None

4. CHAIRMAN'S REMARKS

None

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Sep 4, 2018 8:15 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Khouri, Larsen, Noonan
ABSENT: Grant, Healy, Puchalski, Tornatore, Zay

6. BUDGET TRANSFERS

A. Budget Transfers -- Transfer of funds from account no 53610 (instruction & schooling) to account no 53830 (other contractual expenses) for the Sheriff’s Office in the amount of $23,205.00 to cover incoming invoices for the BCO Academy Training.
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grasso, Khouri, Larsen, Noonan
ABSENT: Grant, Healy, Puchalski, Tornatore, Zay

7. ACTION ITEMS


RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Khouri, Larsen, Noonan
ABSENT: Grant, Healy, Puchalski, Tornatore, Zay

B. JPS-O-0065-18 ORDINANCE -- Enabling Ordinance Hinsdale Lake Terrace Avanath Realty Inc. for traffic control in residential subdivision.

Member Healy arrived at 8:18 AM.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

C. JPS-P-0241-18 Recommendation for the approval of a contract purchase order to Sentinel Offender Services LLC, to provide GPS device or electronic monitoring services to juveniles and indigent adult offenders and their victims, for the period October 1, 2018 through September 30, 2019, for a total contract amount not to exceed $75,000.00. Contract pursuant to the Intergovernmental Cooperation Act – National Association of State Procurement Officers (NASPO).
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

D. 2018-220 Recommendation to approve the payment of invoice to Genus Technologies LLC for annual maintenance contract for the Circuit Court Clerk’s Office for the total amount of $5,395.00, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Greg Hart, District 3
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

E. 2018-221 Recommendation to approve the payment of invoice to HOV Services for hardware maintenance for the Circuit Court Clerk’s Office for the total amount of $1,845.00, per 55 ILCS 5/5-1022 Competitive Bids (d) IT/Telecom purchases under $35,000.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

F. 2018-222 Recommendation for the approval of a contract purchase order to Dr. Melissa K. Runyon, Ph. D., to provide 2-Day Introductory Training in Trauma Focused Cognitive Behavioral Therapy for Probation and/or community-based clinical partners, for the period of September 1, 2018 through June 30, 2019, for a contract total amount not to exceed $10,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b). “GRANT FUNDED”

Member Khouri questioned the Doctor's daily rate. Probation's Sharon Donald explained that the fee included not only the two days of training but also the initial work and follow up calls that would be made regarding any points of clarification.
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: Sean T Noonan, District 2
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

G. Authorization for Overnight Travel -- Authorization to Travel-OHSEM Supervisor to travel to Emmitsburg, Maryland on November 4 through November 9, 2018 to attend Federal Emergency Management Agency (FEMA) training for the Master Exercise Practitioner Program, discussing exercise standards. This is part one of two trips to Maryland. Most costs are being covered by FEMA. The approximate cost to the County for this trip is $75.00.

Action Items 7.G and 7.H were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

H. Authorization for Overnight Travel -- Authorization to Travel-OHSEM Supervisor to travel to Emmitsburg, Maryland on March 3 through March 8, 2019 to attend Federal Emergency Management Agency (FEMA) training for the Master Exercise Practitioner Program, discussing exercise standards. This is part two of two trips to Maryland. Most costs are being covered by FEMA. The approximate cost to the County for this trip is $75.00.

Action Items 7.G and 7.H were combined and approved.

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan
ABSENT: Grant, Puchalski, Tornatore, Zay

8. OLD BUSINESS

A. 2019 Jail Food Bid - James McGuire
   Member Tornatore arrived at 8:20 AM.
Mr. McGuire addressed the committee, sharing that three potential companies have been identified as food providers for the jail, and the entire process will move from a 3 step to a 2 step process. Overall, Procurement and the Sheriff's Office are working together to reduce costs by creating a more precise menu with the potential for overlapping services. The current food contract for the jail will expire in March of 2019.

9. NEW BUSINESS

10. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:25 AM.

| RESULT:   | APPROVED [UNANIMOUS] |
| MOVER:   | Robert L Larsen, Vice Chair |
| SECONDER: | Sean T Noonan, District 2 |
| AYES:     | Hart, DiCianni, Eckhoff, Grasso, Healy, Khouri, Larsen, Noonan, Tornatore |
| ABSENT:   | Grant, Puchalski, Zay |
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1400
Company:

Law Library
Company/Accounting Unit Name

<table>
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<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
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<td>CONTINGENCIES</td>
<td>$(340.00)</td>
<td>8968</td>
<td>8628</td>
<td>9/14/18</td>
</tr>
</tbody>
</table>

Total $ (340.00)

To: 1400
Company:

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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</thead>
<tbody>
<tr>
<td>5560</td>
<td>51050</td>
<td></td>
<td>FLEXIBLE BENEFIT EARNINGS</td>
<td>340.00</td>
<td>(85-)</td>
<td>255-</td>
<td>9/14/18</td>
</tr>
</tbody>
</table>

Total $ 340.00

Reason for Request:
To cover law library employee's Flexible Benefit Earnings through the end of the year.

Finance Department Use Only

Fiscal Year 2018, Budget Journal #, Acctg Period

Entered By/Date, Released By/Date, Posted By/Date

***Please sign in blue ink on the original form***

Department Head: [Signature]
Date: 9/13/18

Chief Financial Officer: [Signature]
Date: 9/14/18
ATTACHMENT I

ADDITIONAL APPROPRIATION TO ESTABLISH THE COMPREHENSIVE LAW ENFORCEMENT RESPONSE TO DRUGS GRANT FY19
INTER-GOVERNMENTAL AGREEMENT NO. 416721
COMPANY 5000 – ACCOUNTING UNIT 6615
$66,061

REVENUE

41000-0004 – Federal Operating Grant – DOJ $ 66,061

TOTAL ANTICIPATED REVENUE $ 66,061

EXPENDITURES

PERSONNEL

50000 - Regular Salaries $ 66,061

TOTAL PERSONNEL $ 66,061

TOTAL ADDITIONAL APPROPRIATION $ 66,061
The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and County of DuPage on behalf of the DuPage County State’s Attorney’s Office (Grantee), with its principal office at 421 N. County Farm Road, Wheaton, Illinois 60187, 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 135836026 is Grantee’s correct DUNS number, that 36-6006551 is Grantee’s correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- Individual
- Sole Proprietorship
- Partnership
- Corporation (includes Not-For-Profit)
- Medical Corporation
- Governmental Unit
- Estate or Trust
- Pharmacy Non-Corporate
- Pharmacy/Funeral Home/Cemetery Corp.
- Tax Exempt
- Limited Liability Company (select applicable tax classification)

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 $66,061.00, of which $66,061.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated.
herein as part of this Agreement.

1.3. **Identification Numbers.** The Federal Award Identification Number (FAIN) is 2016-DJ-BX-0083, the Federal awarding agency is Office of Justice Programs, Bureau of Justice Assistance, Department of Justice, and the Federal Award date is September 9, 2016. The Catalog of Federal Domestic Assistance (CFDA) Name is Edward Byrne Memorial Justice Assistance Grant and Number is 16.738. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1469. The State Award Identification Number (SAIN) is 1469-10113.

1.4. **Term.** This Agreement shall commence on October 1, 2018, and shall expire on March 31, 2019, unless terminated pursuant to this Agreement.

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

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

By: ________________________________  Date: ______________________________
John Maki, Executive Director
Illinois Criminal Justice Information Authority

By: ________________________________  Date: ______________________________
Dan Cronin, Chairman
County of DuPage
Dan.Cronin@dupageco.org

By: ________________________________  Date: ______________________________
Paul Rafac, Chief Financial Officer
County of DuPage
Paul.Rafac@dupageco.org

By: ________________________________  Date: ______________________________
Robert, Berlin, State’s Attorney
DuPage County State’s Attorney’s Office
Robert.Berlin@dupageco.org
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 $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. **Compliance with Registration Requirements.** Grantee and its sub-grantees shall: (i) be registered with the Federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) 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:


“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code Part 7000.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

“Financial Assistance” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.
“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.

ARTICLE IV
PAYMENT

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

4.2. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee 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. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in PART TWO or PART THREE, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable Federal laws or regulations. See 2 CFR 200.305; 44 Ill. Admin. Code Part 7000.

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

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

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

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

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Illinois Grant Funds Recovery Act, 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; See also 30 ILCS 705/10.

4.7. **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

4.8. **Certification.** Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. 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).

**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 as an attachment.

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. 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. 2 CFR 200.308.

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

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

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

**ARTICLE VII**

**ALLOWABLE COSTS**

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

7.2. **Indirect Cost Rate Submission.**

   (a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.
(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 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 the cost policy statement used to negotiate that rate. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

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

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

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

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

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. 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 sub-award 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.

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 of Illinois
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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.

ARTICLE IX
CRIMINAL DISCLOSURE

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

ARTICLE X
UNLAWFUL DISCRIMINATION

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

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

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


(d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);

(e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and

(f) The Age Discrimination Act (42 USC 6101 et seq.).

ARTICLE XI
LOBBYING

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

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
11.3. **Lobbying Costs.** Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

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

11.5. **Sub-awards.** Grantee must include the language of this ARTICLE XI in the award documents for any sub-awards 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.

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**ARTICLE XII**

**MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

12.1. **Records Retention.** Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor’s Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. **Monitoring and Access to Information.** Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply,
upon Grantor’s request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in PART TWO or PART THREE.

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 15 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 30 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 30 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

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

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.

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

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.
(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) 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.

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 15 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.


14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award’s statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

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 set forth by the Governor’s Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. 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 and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within 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 $300,000 or more in Federal and State Awards, singularly or in any combination, 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 $300,000 in Federal and State Awards, but the total revenue it receives is in excess of $300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor’s report(s) or (ii) 180 days after the end of the Grantee’s audit period.

15.3. 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 audits required to be performed subject to Generally Accepted Government 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.

15.4. Report Timing. 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 policy and consequences for late reporting.
ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days’ prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

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

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

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

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iv) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days’ written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days’ written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee
Compliance Enforcement System. 2 CFR 200.341.

16.5. **Effects of Suspension and Termination.**

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRANTS**

17.1. **Sub-recipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**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, 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 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

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(a). 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.

**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.

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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.** 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 Administrative Rule(s), the relevant statute(s) or rule(s) shall 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.

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EXHIBIT A
PROJECT DESCRIPTION

Provide a clear, concise summary of the program stating the problems or needs to be addressed and outcomes to be gained.

The Narcotics and Gang Unit (NAG) of the DuPage County States Attorney’s Office will continue to focus on prosecuting the delivery, manufacturing and trafficking of controlled substances and cannabis. The NAG Unit consists of 6 attorneys, an investigator and an administrative assistant. The NAG unit will continue to work closely with law enforcement providing them with comprehensive legal advice, investigative support and monthly training. The Unit works closely with the DUMEG, and other specialized narcotics investigation teams providing legal support twenty-four hours per day.

Criminal prosecutions remain the central focus of the NAG Unit. Building strong cases against drug dealers requires a trained staff and experienced attorneys. To that end, the NAG Unit emphasizes continuing legal education and training. In addition to monthly legal training, the Unit attorneys meet bi-weekly and discuss investigation and case issues encountered. Strategies are developed to effectively charge and prosecute narcotics dealers and traffickers.

Well-trained police officers are essential for building successful prosecutions. As a result of our focus on education and training, strengthening investigations and aggressive prosecutions, the Unit has exceeded its goal of a 95% conviction rate over the last 2 grant periods. Therefore, the NAG Unit will continue to focus on providing training and continuing education opportunities to NAG Unit personnel and law enforcement officers.

The nationwide opioid epidemic continues to plague communities throughout DuPage County and has forced law enforcement and the judicial system to change our approach in combating the drug trade. Certainly, traffickers must be investigated and punished; however opioid addiction has affected many people and victimized countless families. It is clear that unless steps are taken to address the demand for illegal narcotics the problem will only intensify. The NAG Unit will continue aggressively prosecuting drug dealers and also look for ways to stem the demand for illegal opioids as the problem must be addressed at both levels. To further that goal, the NAG Unit is an active participant in the DuPage Narcan® Program (DNP). The Program is a collaborative effort
between the DuPage County Coroner, Sheriff, State’s Attorney, Chiefs of Police, and Health Department.

The DNP has a single mission objective: to save lives through increasing the use of naloxone. Naloxone, an opioid antagonist drug, is responsible for 414 overdose reversals since 2014. Moving forward into Year Two, the NAG Unit will continue to work with the DNP to find ways to provide recovery and rehabilitation information to persons who have been saved using naloxone. The sooner someone saved by naloxone is reached with information about treatment, the better their chance at a successful recovery. Currently, we are studying ways to reach survivors as soon after the save as possible. According to the DuPage County Coroner’s Office, in 2017 there were 167 total drug overdose deaths in the County. Of those, 95 deaths were caused by opioids, which is the same number of deaths as in 2016. The plateau in deaths can be credited to the increase in naloxone doses administered by first responders.

The NAG Unit also promotes the use of RxBOX, a drug take-back initiative that encourages citizens to dispose of unused or expired prescription medications into designated receptacles. The program, launched by the DuPage County Health Department in 2009, provides drop boxes at various locations throughout DuPage County where the medications, including opioid painkillers, can be disposed. Recently, the program has gained popularity as another way to keep opioids out of the wrong hands. 44 tons of drugs were collected and disposed of through the RxBOX program.

Unfortunately, the flood of illegal narcotics continues into DuPage County from Chicago and suburban Cook County. The narcotics include synthetic opioids, such as fentanyl, as well as cocaine, methamphetamine and heroin. The Drug Enforcement Administration reports that we are beginning to see a trend towards mixtures of heroin and fentanyl and the emergence of powerful fentanyl analogues in the Chicagoland area. Some fentanyl analogues are extremely potent. The Coroner has recently identified another death due to carfentanil, which is 10,000 times stronger than morphine. Other analogues, which have an effect similar to fentanyl, may not be controlled by criminal statutes due to their molecular structures and ambiguities in the law. An effort is underway to propose legislation which would clearly add such dangerous fentanyl analogues to the controlled substances statute.

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Please list the geographic area to be served.

DuPage County is the geographic area to be served.

Provide the population and urban/suburban/rural characteristics of the area to be served, as well as any other descriptive information relevant to the statement of the need.

In 2017, DuPage County had an estimated total population of 930,128, making it Illinois’ second-largest populous county. The county population is mostly suburbanized with some small pockets of farmland on the county’s western edges. The population of DuPage County has modestly increased since the 2010 census, seeing a 1.4% increase from 2010 to 2016. DuPage County’s close proximity to Chicago and other smaller towns in Cook County present significant law enforcement challenges when it comes to narcotics investigations. The Cook County sources of supply for addicts are much closer to DuPage than most other Illinois counties making narcotics dealers easily accessible via area expressways and public transportation. The main artery for drug purchases and distribution in the county is the Eisenhower Expressway which runs from Chicago and surrounding Cook County suburbs directly through DuPage. The route is known to law enforcement as the Heroin Highway because users can quickly find street dealers within 1 or 2 blocks after exiting the expressway at any number of streets in Chicago or its suburbs, then turnaround and return to DuPage. Similarly, dealers called into DuPage from Cook County make quick drop-off deliveries using the Heroin Highway and other area expressways.

Complete the data table.

<table>
<thead>
<tr>
<th>Data Element</th>
<th>2014</th>
<th>2015</th>
<th>2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Population of county(ies) served.</td>
<td>932,708</td>
<td>933,736</td>
<td>929,368</td>
</tr>
<tr>
<td>Total number of drug submissions to lab for testing in the proposed counties to be served.</td>
<td>1965</td>
<td>1756</td>
<td>1631</td>
</tr>
<tr>
<td>Number of Prosecutors in the proposed county(ies) to be served (funded and non-funded).</td>
<td>80-90</td>
<td>80-90</td>
<td>80-90</td>
</tr>
</tbody>
</table>
Discuss the data completed in the table above. Provide details as to the nature and scope of the drug threat(s) in the area. How does the data demonstrate an ongoing need for the program?

The data shows that the nature and scope of the drug threat in and throughout DuPage County remains substantial. In 2017 during Year 1, the federal government recognized the threat and designated DuPage County a High Intensity Drug Trafficking Area (HIDTA). The HIDTA designation is placed on areas that are critical drug trafficking regions. The root of the problem lies in DuPage County’s close proximity to Chicago and in the larger geographical distribution networks whose routes run through and end in DuPage. Frequently, the routes are established heroin smuggling networks used to funnel heroin and other narcotics into Chicago and suburban Cook County jurisdictions that neighbor DuPage.

The Chicagoland and DuPage areas are primary destination points for Mexican and South American cartel narcotics. DuPage was the first stop for cartel cocaine and heroin in several initiated felony trafficking offenses over the last 3 years. Once the shipments arrive in Chicago and DuPage County they are distributed throughout the region via criminal street gangs and other mid-level dealers. Currently, the west and south sides of Chicago are the primary distribution point for heroin and fentanyl. Customers from DuPage frequently travel into Chicago and suburban Cook County neighborhoods to purchase narcotics using Interstates 55, 88, 90, 94 and 290.

Prosecutors were involved in the investigation of each of the 1068 felony cases referred to the State’s Attorney’s Office for prosecution. Unit attorneys assisted police officers by reviewing search warrants, eavesdrop applications, pen registers, tracking order applications and provided legal advice 24 hour per day. Similarly, the 302 major trafficking investigations referred for prosecution in 2016 are indicative of the seriousness of the problem. A NAG Unit prosecutor was also involved in each trafficking investigation. Once approved for felony prosecution, manufacturing, delivery and trafficking cases were assigned a NAG Unit prosecutor who prepared and handled the case in court.
The NAG Unit places an emphasis on opioid trafficking. The quantifiable data indicates that heroin is more accessible now than in past years. In 2014 and 2015, 17 of 19 drug task forces operating in Illinois reported not only that the availability of heroin was high but that it was also increasing. The data is based on a reported increase in heroin seizures made across Illinois. DUMEg was one agency reporting an increase noting that heroin was the most problematic drug in 2016. Drug induced homicide investigations have also increased, especially those caused by heroin and fentanyl mixtures. The NAG Unit participates in the investigations of each fatal overdose case along with our law enforcement partners in an attempt to determine the source of the drugs and bring the dealers to justice. The data chart below shows the extent of the problem.

![Heroin and Fentanyl Deaths - Change over Time](image)

Seventy-eight heroin related overdose deaths were investigated in 2016 up from 51 in 2015, a 53% increase.

The data confirms the continued need for the NAG Unit. Narcotics cases are often complex and aggressively defended. A specialized unit consisting of prosecutors and staff with training and experience in trafficking and delivery cases assures that narcotics cases will be strong from their inception. Well-trained officers translate into strong narcotics cases, and the data indicates that the vast majority of narcotics case referrals in DuPage County result in prosecutions. The States Attorney’s Office initiated approximately 90% of all drug cases referred for prosecution between 2013 and 2015. The high percentage is a direct result of the training and investigation support provided to law enforcement by NAG Unit attorneys. The percentage of cases initiated illustrates the NAG Unit’s successful partnership with law enforcement. Educating and training of police officers remain an important focus of the NAG Unit. Legal updates, informant development and a variety of constitutional questions, especially 4th Amendment issues, are among the training topics presented by NAG Unit attorneys. Not reflected in the
numbers are the daily phone calls, text messages and emails exchanged between Unit attorneys and local law enforcement whereby prosecutors provide advice and support during the course of investigations.

Please describe the currently funded program, detailing how it addresses the stated need.

The DuPage County States Attorney’s Office NAG Unit is a specialized unit which focuses on prosecuting the delivery, manufacturing and trafficking of controlled substances and cannabis. The NAG Unit consists of 6 attorneys, an investigator and an administrative assistant. The Unit works closely with law enforcement providing them with extensive legal advice, investigative support and monthly training. The Unit works closely with the DuPage Metropolitan Enforcement Group (DUMEG), a multi-jurisdictional law enforcement agency, to conduct proactive drug investigations.

Additionally, to address the increase of fatal heroin related overdoses, the NAG Unit has dedicated one prosecutor to assist law enforcement with all heroin overdose investigations. The assigned attorney is notified by the Coroner’s Office as soon as they are called out on a possible overdose case. The NAG Unit prosecutor, who is on call 24-hours a day, uses a variety of legal tools such as search warrants and eavesdrops to track down the source of the lethal dose. The prosecutor also provides legal and investigative support to assure sound and sustainable criminal cases. Time is of the essence in overdose investigations as once word of the overdose death reaches the dealer he will take steps to destroy evidence or go into hiding. Dedicating one NAG Unit attorney to this duty assures that a prosecutor experienced in these unique investigations will implement the proper investigatory tools and will quickly recognize common trends between overdose cases.

The NAG Unit has also taken steps to further focus on the opioid epidemic. In court, we seek prison sentences in most cases involving heroin traffickers. In 2015, nearly 70% of heroin cases prosecuted by the NAG Unit resulted in prison sentences, sending a strong message of deterrence to would-be dealers. Members of the NAG Unit also participate in the DuPage Coalition Against Heroin and the Chicago Area Opioid Task Force whose mission is to increase interdisciplinary collaborative action to reduce opioid misuse and overdose deaths across Chicago and surrounding counties.

From an operational standpoint, NAG Unit attorneys assist DUMEG and other law enforcement entities
operating in DuPage County by reviewing and approving search warrants, applications for eavesdrops and wires, requests for tracking orders and pen register applications. The NAG Unit attorneys provide investigation support 24-hours per day, 7 days a week. This is accomplished by a rotating schedule whereby NAG Unit attorneys are available after hours to assist law enforcement officers. The after-hours screening schedule requires that the assigned NAG Unit attorney be available by phone to answer questions from officers relating to on-going investigations, review search warrant applications and to approve felony charges for narcotics trafficking offenses. NAG unit attorneys are also available to respond to area police departments to assist with on-going narcotics investigations.

Describe unmet needs in the area to be served.
The program is in need of additional training opportunities for Unit attorneys. Unit prosecutors must receive frequent training on law updates and court cases that come down affecting our duties. Much of the training is provided in-house on a monthly basis by the States Attorney’s Office and by the Unit supervisor at bi-weekly Unit meetings. When attorneys are able to attend outside training, typically only one or two attorneys attend the seminars and report back and present what they have learned to fellow Unit attorneys and police when appropriate. While this is a somewhat effective method, it is more beneficial for the attorneys to experience the training program by participating in breakouts, making contacts, asking questions, etc. There are many valuable training courses across the country available to Unit attorneys that require registration fees. For instance, the National District Attorney’s Association is hosting a three-day, out of state training entitled “Investigating and Prosecuting Drug Cases” at a cost of $765.00 per person. Continued training is important because trends and smuggling techniques change frequently, as do court decisions, which impact the way that we conduct our investigations.

The Unit personnel face large caseloads and an increasing number of felony drug investigations. Unit attorneys have the largest caseload of any specialized unit in the States Attorney’s Office. The cases assigned to the Unit require substantial preparation and are more likely to go to hearing and trial. Consequently, it was necessary to add an attorney to the Unit during the last grant period.

Describe the local resources available to meet the identified programmatic needs, and identify why the jurisdiction may lack adequate resources to implement the program without JAG funding.

The NAG Unit would not be adequately staffed without the grant funding it receives. If we were to lose funds it is uncertain whether we could find other funding. Clearly, the Unit would lose personnel should funding be cut or discontinued. The level of support services provided to law enforcement would be reduced and the Unit would be unable to handle the large volume of court cases it is assigned. As a result, the strength of court cases and public safety would be diminished.

Historically, funding for NAG Unit personnel has been supplemented by grant funds, the County Board (matching
funds and benefits), the States Attorney’s Office budget (salaries) and proceeds from forfeitures (overmatch funds).

One-hundred percent of past grant funds have been used to assist in the payment of the salaries of 2 attorneys, a States Attorney’s Office investigator and an administrative assistant. Currently, there is not enough money in the States Attorney’s Office budget to cover the salaries of all Unit members.

The only other sources of income that could fund the Unit are proceeds from forfeitures and County Board funds.

Forfeiture proceeds are indefinite and usually take several months or years to be liquidated, making it impossible to depend on such funds in creating a budget. For instance, proceeds from the sale of a vehicle seized in January 2017 may not be deposited into our account for months, or even years, after the forfeiture judgment is entered.

Furthermore, the amount received from the sale of the vehicle is indeterminate until the vehicle is actually auctioned. It is impossible to rely on such funds to finance the Unit due to the number of variables that exist. Similarly, with respect to the County Board, they have never provided the level of funding the Unit needs, or indicated a willingness to increase our budget, should grant funds not be awarded or reduced.

**YEAR TWO: Project Implementation**

Clearly explain how your agency will plan, organize, staff, direct and use the requested resources to address the problem.

There are no proposed changes or refinements to the current program. The NAG Unit is on pace to meet its stated goals and will continue to prosecute individuals who deliver, manufacture and traffic in controlled substances and cannabis. In addition, the NAG Unit will continue to provide legal support to police officers involved in narcotic investigations.

Organizationaly, the program activities can be broadly categorized into 2 functions: Law enforcement support and criminal prosecutions. First, law enforcement support consists of: (1) 24-hour screening and support by an on-call NAG Unit prosecutor; (2) screening of informants; (3) review and approval of felony cases; (4) monthly DUMEG training; and (5) training for tactical units and other police groups on any matters per the request of law
enforcement. The scheduling for the 24-hour on-duty shifts and supervision of law enforcement support shall be the responsibility of the Unit supervisor. The decision to initiate all felony narcotics and cannabis manufacturing and distribution cases shall be made and documented by Unit attorneys. The supervisor has oversight and hears any appeals made on decisions declining felony approval for prosecution. The Unit supervisor will provide training when practicable, or review and approve all agendas and materials to be presented to law enforcement in his absence.

The second program function relates to criminal prosecutions of narcotics trafficking cases and consists of: (1) presentation of all appropriate felony cases to the DuPage County Grand Jury; (2) initiation of felony cases by preliminary hearings when necessary; (3) appearing in court on assigned cases as required until disposed; (4) obtaining and tendering appropriate discovery; (5) litigation of all pre-trial and post-trial motions; (6) trial of assigned cases; and (7) conducting sentencing hearings in a manner that provides the court with evidence in aggravation. The supervisor shall assign all Unit cases to the appropriate Unit prosecutor, who is responsible for handling every aspect of the case. Unit attorneys will continue to meet bi-monthly and give the Unit supervisor updates on cases and inform the supervisor when a motion or trial is scheduled. Unit prosecutors shall try cases and motions using 2-attorney trial teams. The administrative assistant is responsible for supporting Unit attorneys by preparing documents, correspondences and obtaining material at the direction of the attorneys. All Unit attorneys must discuss the issues presented in all motions and trails with the supervisor at bi-weekly meetings prior to hearing/trial. As stated above, Unit attorneys must complete data sheets at the inception and conclusion of all Unit cases.

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EXHIBIT B
DELIVERABLES OR MILESTONES

<table>
<thead>
<tr>
<th>Task</th>
<th>Staff Position</th>
<th>Date of Completion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submit quarterly Fiscal Report to the Authority</td>
<td>Chief of Administration</td>
<td>January 15, 2019 April 15, 2019</td>
</tr>
<tr>
<td>Task Description</td>
<td>Responsible Parties</td>
<td>Due Dates</td>
</tr>
<tr>
<td>-----------------------------------------------------------</td>
<td>--------------------------------------------</td>
<td>-------------------------</td>
</tr>
<tr>
<td>Submit quarterly Progress Report to the Authority</td>
<td>NAG Unit Supervisor and Administration Bureau</td>
<td>January 15, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 15, 2019</td>
</tr>
<tr>
<td>Complete BJA PMT reports through <a href="https://bjapmt.ojp.gov">https://bjapmt.ojp.gov</a></td>
<td>NAG Unit Supervisor and Administration Bureau</td>
<td>January 15, 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td>April 15, 2019</td>
</tr>
<tr>
<td>Complete all Final Fiscal and Program Closeout Materials</td>
<td>NAG Unit Supervisor and Administration Bureau</td>
<td>April 30, 2019</td>
</tr>
</tbody>
</table>

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EXHIBIT C

PAYMENT

Grantee shall receive a maximum of $66,061.00 under this Agreement.

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

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

The federal funds payable under this agreement is dependent on the performance of Grantee in accordance with the terms and conditions of this agreement.

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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: Craig Cady  
Title: Criminal Justice Specialist I  
Address: 300 W. Adams St. Suite 200                    
Chicago, IL 60606                    
Phone: 1-312-814-5837                
TTY#: TTY #:  
Fax#: 1-312-793-8422   
E-mail Address: craig.cady@illinois.gov

GRANTEE CONTACT

Name: Demetri Demopoulos  
Title: Assistant State’s Attorney  
Address: 503 N. County Farm Road.  
Wheaton, IL 60187                    
Phone: 1-630-407-8079                
TTY #:   
Fax #: 1-630-407-8061   
E-mail Address: Demetri.Demopoulos@dupageco.org

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### EXHIBIT E

#### PERFORMANCE MEASURES

**Goal:** Increase public safety and reduce the large social and economic cost of narcotics use through specialized prosecution of drug traffickers.

<table>
<thead>
<tr>
<th>Process Objectives</th>
<th>Performance Measures</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hire specialized narcotics prosecutor by the first month of the program.</td>
<td>Not applicable to our program</td>
</tr>
<tr>
<td>Attend monthly specialized trainings to further educate prosecution unit staff with up-to-date laws and procedures.</td>
<td>16 Training session/seminars attended. 5 prosecutors attending per session (full participation-YTD). 6 Training session held with law enforcement (YTD). Approximately 120-130 law enforcement officers attended trainings/meetings (YTD).</td>
</tr>
<tr>
<td>Hold 12 trainings/meeting with law enforcement.</td>
<td></td>
</tr>
<tr>
<td>Provide prosecutorial support to all investigations targeting unlawful drug manufacture and distribution.</td>
<td>~130 (YTD)</td>
</tr>
<tr>
<td>File charges in/accept for prosecution 90% of drug manufacturing or distributions cases referred for prosecution.</td>
<td>51 (YTD) cases referred for prosecution 47 (YTD) accepted for prosecution</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Outcome Objectives</th>
<th>Performance Measures</th>
</tr>
</thead>
</table>
| Obtain a 95% conviction rate for drug manufacturing or distribution cases that were accepted for prosecution. | 54 cases in which a conviction was obtained (YTD).  
- Cocaine 14  
- Heroin 12  
- Cannabis 15  
- Prescription Pills 9  
- Look-alike 1  
- LSD 1  
- MDMA 2  
- 52 offenders convicted of drug manufacturing or distribution. |

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EXHIBIT F

PERFORMANCE STANDARDS

See Exhibit E

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EXHIBIT G

SPECIFIC CONDITIONS

Accreditation/licensing compliance program: Program Agency will develop required controls and document their implementation within six months of agreement execution.

One to five years of experience managing the scope of services: Requires monitoring visit within six months of agreement execution.

Same standard for match requirements as for expenses: As per Federal Fiscal Year 2016 (FFY2016), match is not required for Program Agencies receiving Edward Byrne Memorial Justice Assistance Grant (JAG) funding.

1. Grantee agrees to all comply with all of the terms and conditions required by the Department of Commerce and Economic Opportunity as a result of Grantee’s Internal Controls Questionnaire (ICQ).

2. The ICQ Specific Conditions are attached and included as EXHIBIT H.

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### EXHIBIT H

**INTERNAL CONTROLS QUESTIONNAIRE SPECIFIC CONDITIONS**

<table>
<thead>
<tr>
<th>Specific Conditions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICQ Section:</strong></td>
<td>06-Audit (2 CFR 200.500)</td>
</tr>
<tr>
<td><strong>Conditions:</strong></td>
<td>Requires desk review of the status of implementation of corrective actions;</td>
</tr>
<tr>
<td><strong>Risk Explanation:</strong></td>
<td>Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.</td>
</tr>
<tr>
<td><strong>How to Fix:</strong></td>
<td>Completion of corrective action plan implementation.</td>
</tr>
<tr>
<td><strong>Timeframe:</strong></td>
<td>When corrective action is complete.</td>
</tr>
</tbody>
</table>

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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:

1. Definitions

“Authority” means the Illinois Criminal Justice Information Authority.

“Program Agency” means the agency that is implementing the grant-funded program.

2. Budget Changes. Grantee may only make a discretionary line item transfer after providing written notification to Grantor.

3. Costs Incurred. Grantor shall not be responsible for costs incurred before or after the period of performance of this Agreement. At Grantor’s discretion, costs incurred before the execution date of this Agreement may be charged to this Agreement if included in the Budget, incurred during the period of performance, and Grantee performed in accordance with the terms and conditions of this Agreement. If Grantor finds undue delay on the part of Grantee in executing this Agreement, Grantee may not receive reimbursement for costs incurred prior to execution.


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

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

4.3. If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

4.4. If this agreement is terminated due to this section, Grantor will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to Grantee and not expended as of that date shall be repaid to Grantor upon notification by Grantor.

5. Supplanting. Grantee certifies that federal funds made available under this agreement will not be used to supplant/replace State, local, or other funds that would otherwise be made available to Grantee. Grantee certifies that federal funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

6. Program Income.
6.1. "Program income" means gross income received by Grantee directly generated by a supported activity, or earned only as a result of the award during the period of performance, except as provided in 2 CFR 200.307, paragraph (f) (also see the definition of period of performance). Program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired with grant funds, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant funds. Interest earned on advances of grant funds is not program income. Except as otherwise provided in State or federal statutes, regulations, or the terms and conditions of the award, program income does not include rebates, credits, discounts and interest earned on any of them.

6.2. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The award proportion of program income must be accounted for up to the same ratio of the award as funded in the program. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant program. Grantee shall report and account for such program income as required by the Grantor.

7. Reporting and Evaluation Requirements.

7.1. Grantee shall submit the following reports:

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

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

7.3. Grantee agrees to comply with the Bureau of Justice Assistance program guidelines for the evaluation of programs. Grantee agrees to report any additional information required by the Executive Director of the Authority.

7.4. The financial reports should be submitted based on the following schedule:

<table>
<thead>
<tr>
<th>Quarter End Date</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>December 31</td>
<td>January 15</td>
</tr>
<tr>
<td>March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>June 30</td>
<td>July 15</td>
</tr>
</tbody>
</table>

8. Audit and Inspection.

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

8.2. Grantee agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation...
of the data required in Section 11 of this Section, and all other program activity.

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

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

10. Procurement Requirements and Requests for Proposals.

10.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Grantee must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. Grantee shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

10.2. Grantee shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If Grantee’s established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of Grantee’s procurement process.

- For procurements of $100,000 or less, Grantee must solicit quotes or bids from at least three sources.
- For procurements over $100,000, Grantee must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

10.3. All procurements over $100,000, that involve the use of federal funds, must be submitted by Grantee to Grantor for review and written approval prior to their issuance. In addition, Grantor reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to Grantor for review and approval prior to its issuance. In addition, Grantee shall notify and submit for approval to Grantor any other relevant procurement documents including but not limited to Request For Information (RFI).

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

11. Sub-contracting.

11.1. The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Grantor approval. Any work or professional services sub-contracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of sub-contractors is approved by Grantor, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as Grantee is bound and obligated. Grantee shall make reasonable efforts to assure that all sub-contractors adhere to
the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any sub-contractor.

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

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

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

12. Management and Disposition of Equipment and Supplies.

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

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

12.3. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:
   A. Reduce the amount of funding;
   B. Cancel this agreement;
   C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
   D. Extend the period to purchase this equipment past the 90-day period.

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

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

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

15. **Disclosure of Solicitation for Employment.** Grantee shall notify Grantor's Ethics Officer if Grantee solicits or intends to solicit for employment any of the Grantor's employees during any part of the award funding process or during the term of any interagency agreement awarded.

16. **Copyrights and Patents.**
   16.1. If this agreement results in a copyright, Grantor and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, sub-grantee or a contractor purchases ownership with grant support.

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

17. **Publications.**
   17.1. Grantee shall submit to Grantor for review, a draft of any publication that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with federal funds, no later than 60 days prior to its printing.

   17.2. For publications over 20 pages, Grantor will submit comments to Grantee no later than 30 days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 30-day review period.

   17.3. For publications of 20 pages or less, Grantor will submit comments to Grantee no later than 10 working days after receipt of the draft. If more than one such publication is submitted, Grantor reserves the right to extend the 10-day review period.

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

   17.5. Grantee shall submit to Grantor, copies, the number of which will be specified by Grantor, of the final publication no later than 20 days prior to release of the final publication.

   17.6. Exceptions to the above publication requirements may be granted upon prior Grantor approval.

   17.7. Any such publication shall contain the following statement:

   "This project was supported by Grant #2016-DJ-BX-0083, awarded by the Bureau of Justice"
17.8. These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

18. Sub-Contractor Transparency Act Compliance. Grantee and Program Agency further agree that all agreements entered into with sub-grantees or contractors, shall require compliance by the sub-grantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 including obtaining a DUNS number and maintaining registration with SAM.gov. The acquisition of a DUNS number and registration with SAM.gov is not required of sub-grantees and contractors who are individuals.

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

20. Reporting Grant Irregularities.

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

20.2. Grantee shall inform any sub-recipient of Grantor’s grant funds that the sub-recipient is similarly obligated to report irregularities and Grantee shall provide a copy of Grantor’s policy to any sub-recipient.

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

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

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606
Phone: 312-793-8550


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

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


22.1. Grantee certifies that its own and its sub-grantees’ and its sub-contractors’ board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

22.2. Grantee shall notify Grantor if any of its own or any of its sub-grantees’ and/or its sub-contractors’ board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. Grantor may terminate this agreement, at the Grantor’s sole discretion, if Grantee’s or any of its sub-grantees’ and/or its sub-contractors’ board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

23. Time Keeping.

23.1. Grantee shall, in furtherance of its performance of all aspects of the program description and budget as set forth in the attached exhibits and the Budget, maintain time keeping records for all grant-funded and match personnel as follows:
A. Personnel who spend less than 100% of their time on the funded program must maintain a Personnel Activity Report (PAR) that accurately reflects the time the employee spends performing the program and any other duties. The PAR must:
   1. reflect an after-the-fact distribution of the employee’s actual activity (not budgeted time);
   2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
   3. be prepared at least monthly and coincide with one or more pay periods;
   4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
   5. be supplemented with daily attendance timesheets.

B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
   1. include an-after-the fact certification that 100% of the employee’s time was spent in support of activities associated with the program;
   2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee’s work; and
   3. be supplemented with daily attendance timesheets.

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

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

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

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

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

   (a) Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
   (b) Enables the preparation of reports required by general and program-specific terms and conditions of Grantee’s awards.
   (c) Allows the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes; regulations; and the terms and conditions of the Federal or State award.
   (d) Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
   (e) Includes classification of expenditures (e.g., personnel, commodities, equipment).
   (f) Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
   (g) Ensures that Federal and State awarded funds and matching funds are not commingled with funds
from other Federal, State, or private sources. See 2 CFR 200.302.
(h) Utilizes generally accepted standards of accounting.


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

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

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

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PART THREE – THE PROJECT SPECIFIC TERMS

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

1. **Match.** Match or cost sharing is not required for this Agreement.

2. **Information Technology Requirements.**

   2.1. If for an item or services, listed in the Budget, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone, unless Grantee can demonstrate to the satisfaction of Grantor that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. Furthermore, any information technology system founded or supported by grant funds with comply with 28 C.F.R. Part 23. If Grantor determines that 28 C.F.R. Part 23 is applicable, Grantor at its discretion may perform an audit to ensure system is in compliance, fines may apply for violations.

   2.2. Grantor, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to Grantor for approval prior to begin work.

   2.3. Grantor’s Illinois Integrated Justice Information System’s Project manager, at 312-793-8550, shall receive written notification regarding any information technology project funded by this grant. Grantee must maintain an administrative file documenting the meeting of this requirement.

3. **Information Sharing.** Grantee, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. Grantee shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:

   a. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal*, *Common*, *Justice*, etc.) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common and Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.

   b. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.

   c. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.

   d. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.
e. Adhere to the **NIEM Naming and Design Rules** (NDR) to ensure correct, consistent schema development.

4. **National Environmental Policy Act and Related Legislation.**

4.1. If Grantee undertakes new activities related to the use of federal grant funds in connection with the program that include one or more of the activities listed below, Grantee shall assist Grantor and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements.

4.2. Grantee acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant funds, in connection with the program. As long as the new activity is being conducted by Grantee, or any sub-grantee, sub-contractor, or any third party, and the new activity needs to be undertaken in order to use the federal grant funds in connection with the program, the terms of this section must be met.

4.3. Prior to obligating federal grant funds in connection with the program Grantee must determine if any of the following activities will be related to the use of such federal grant funds Grantee must notify Grantor in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant funds in connection with the program:

- New construction
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- Implementation of a program relating to clandestine methamphetamine laboratories operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

4.4. Grantee understand and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement. Grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at http://www.ojp.usdoj.gov/BJA/resource/nepa.html, for programs relating to methamphetamine laboratory operations.

4.5. For existing and continuing programs or activities that will be funded with federal grant funds through Grantor, upon request by Grantor as directed by BJA, Grantee shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

5. **Equal Employment Opportunity Plan (EEOP).**

5.1. Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted, if Grantee has 50 or more employees and has received a grant of $25,000 or more, and has a service population with a minority representation of 3 percent or more, Grantee shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women.
5.2. If Grantee has less than fifty employees, receives an award of less than $25,000, is a nonprofit organization, is a medical institution, is an educational institution, or is an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete the DOJ OJP online EEO Reporting tool at: http://www.ojp.usdoj.gov/about/ocr/eeop.htm.

5.3. If Grantee is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to submit a Utilization Report through the DOJ OJP online EEO Reporting tool. The Utilization Report does not have to be approved by the DOJ under this subsection. Grantee agrees to provide proof that a Utilization Report was filed within two years of the execution of this Agreement.

5.4. If Grantee is a government agency or private business, has received an award for $500,000 or more, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it must submit a Utilization Report for review and approval prior to the execution of this Agreement. The Utilization Report must be completed through the DOJ OJP online EEO Reporting Tool. If Grantee is required to submit a Utilization Report under this subsection, it must provide Grantor proof that the Utilization Report was approved by the OCR.

5.5. Grantee must provide proof that an EEO Certification was completed through the DOJ OJP online EEO Reporting Tool within one year of the execution of this Agreement.

5.6 Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 5.3 or approved pursuant to subsection 5.4, as applicable, within two years of the execution of this Agreement.

5.7 Grantee acknowledges that failure to submit an acceptable EEO Certification or Utilization Report, if required by this section, is a violation of this Agreement and may result in suspension or termination of funding, until such time Grantee is in compliance.


6.1. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

6.2. Grantee shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

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

7.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, sub-contractor, or sub-grantee has either (1) submitted a false claim for grant funds in violation of the False Claims Act or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
7.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312-793-8550

7.3. Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General
U.S. Department of Justice
Investigation Division
950 Pennsylvania Ave, N.W. Room 4706
Washington. D.C. 20530

E-mail: oig.hotline@usdoj.gov  Phone: 1-800-869-4499  Fax: (202) 616-9881

Website: http://www.usdoj.gov/oig/

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

9. Association of Community Organizations for Reform Now (ACORN). Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub-award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of Grantor.

10. Text Messaging While Driving. Grantor encourages Grantee to adopt and enforce policies banning employees of Grantee or Program Agency and contractors or sub-contractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.


11.1. Grantee agrees to establish a trust fund account to be used solely for this Agreement. The trust fund may or may not be an interest-bearing account. The funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Byrne/JAG grant program. Grantee also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to Grantor no later than 45 days after the end of the grant period.

11.2. Any funds received by Grantee, under this Agreement, shall be deposited into the trust fund within ten (10) days of receipt of the funds.
11.3 If Grantee does not establish a trust fund account in accordance with this section, grant funds will be dispersed to Grantee on a reimbursement basis only. If Grantee requests payments on a reimbursement basis Grantee may submit reports monthly to be reimbursed on a monthly basis.

12. Debarment Certification. As required by Grantor, Grantee shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

13. Lobbying Certification.

13.1 Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

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


14.1 Grantee certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. Grantee certifies that in complying with 42 USC 10604(e), as implemented by 28 CFR Part 42, it shall comply with such guidance as may be issued from time to time by the Office for Civil Rights within the Office of Justice Programs. Grantee agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).


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

14.4 Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

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

14.6 Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

14.7 Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any complaints filed with Grantee of prohibited discrimination grant employees, beneficiaries or potential beneficiaries.

14.8 Grantee shall complete annual civil rights training as required by Grantor and ensure all Grantee employees have received annual Grantor approved civil rights training.

14.9 Grantee shall certify prior to grant execution that Grantee will comply with all Federal, State, and Grantor civil rights requirements.

14.10 Grantee shall fully participate in any investigation regarding allegation of prohibited discrimination by Grantee towards Grantee employees or Grantee beneficiaries.

14.11 Grantee shall provide notice to employees and beneficiaries that it complies with applicable civil rights laws and that complaints may be filed with Grantor or the U.S. Department of Justice, Office for Civil Rights.

14.12 Grantee understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

14.13 Grantee agrees to complete the Illinois Criminal Justice Information Authority (Grantor) Equal Employment Opportunity (EEO) and Civil Rights Compliance Certification form. In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing against Grantee, or any sub-grantee or contractor of Grantee, Grantee will forward a copy of the finding to Grantor. This obligation continues during the period of performance of the Agreement.

14.14 Grantee agrees to complete a Civil Rights Compliance Questionnaire as required by Grantor.

15. **Eligibility for Employment in the United States.** Grantee shall complete and keep on file, as appropriate,
the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by Grantee to verify that persons employed by Grantee are eligible to work in the United States.

16. Criminal Intelligence System Operating Policies. If the program described in the exhibits is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, Grantee certifies to Grantor that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, Grantee shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

17. Public Statements. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

18. Disposition Reporting. Grantee certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with Grantor and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by Grantor pursuant to federal law.

19. High-Risk Grantees. Grantee agrees to comply with any additional requirements that may be imposed during the grant performance period if Grantor determines that Grantee is a high-risk grantee.

20. Maximum Employee Compensation. Grantee understands and agrees that funds through this agreement may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government’s Senior Executive Services (SES) at an agency with a Certified SES Performance Appraisal System for that year. An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

21. Global Justice Information Sharing Initiative (DOJ’s Global). Grantee agrees to comply with DOJ’s Global guidelines and recommendations. Grantee shall conform to the Global Standards Package and all constituent elements, where applicable, as described at: http://www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

22. Duplication of Funding. Grantee agrees that if it currently has other active awards of federal funds, or if Grantee receives any other award of federal funds during the period of performance for this award, Grantee promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, Grantee must promptly notify Grantor in writing of the potential duplication, and, if so requested by Grantor, must seek a budget-modification to eliminate any inappropriate duplication of funding.

23. Religious and Moral Belief of Students. Grantee understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

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24. **Computer Network.** Grantee understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

25. **Grant Monitoring Requests.** Grantee agrees to comply with Grantor and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with Grantor, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. Further, Grantee agrees to abide by reasonable deadlines set by Grantor, BJA, and OCFO for providing the requested documents. Failure to cooperate with Grantor, and BJA's/OCFO's grant monitoring activities may result in sanctions affecting Grantee's awards, including, but not limited to: withholdings and/or other restrictions on Grantee access to grant funds; referral to the Office of the Inspector General for audit review; designation of Grantee as a High-Risk grantee; or termination of an award.

26. **Unmanned Aircrafts and Vehicles.** No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order.

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

   a. In accepting this award, Grantee –

      i. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

      ii. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to Grantor, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by Grantor.

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

      i. it represents that –

      1. it has determined that no other entity that Grantee’s application proposes may or will receive award funds (whether through a sub-award, contract, or subcontract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or
contractors from reporting waste, fraud, or abuse as described above; and

2. it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

28. **Indirect Costs.** If Grantee is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise Grantor in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC).

29. **JAG Performance Measures.** Grantee must collect, maintain, and provide to Grantor, data that measure the performance and effectiveness of activities under this award. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws. Failure to submit required data by established deadlines may result in the freezing of grant funds and future High-Risk designation.

30. **Prohibited Expenditure List.**

30.1. Grantee understands and agrees that grant funds may not be used for items that are listed on the Prohibited Expenditure List or Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time. The Prohibited Expenditure list: https://www.bja.gov/Funding/JAGControlledPurchaseList.pdf

30.2. Grantee understands and agrees that the purchase or acquisition of any item on the Controlled Expenditure List at the time of purchase or acquisition, including as the list may be amended from time to time, with award funds by an agency will trigger a requirement that the agency collect and retain (for at least 3 years) certain information about the use of 1) any federally-acquired Controlled Equipment in the agency’s inventory, and 2) any other controlled equipment in the same category as the federally-acquired controlled equipment in the agency’s inventory, regardless of source; and make that information available to BJA upon request. Details about what information must be collected and retained may be accessed here: https://www.whitehouse.gov/sites/default/files/docs/le_equipment_wg_final_report_final.pdf

30.3. Grantee understands and agrees that, notwithstanding 2 CFR § 200.313, no equipment listed on the Controlled Expenditure List that is purchased under this award may be transferred or sold to a third party, except as described below:

a. Agencies may transfer or sell any controlled equipment, except riot helmets and riot shields, to a Law Enforcement Agency (LEA) after obtaining prior written approval from BJA. As a condition of that approval, the acquiring LEA will be required to submit information and certifications to BJA as if it was requesting approval to use award fund for the initial purchase of items on the
Controlled Expenditure List.

b. Agencies may not transfer or sell any riot helmets or riot shields purchased under this award. c. Agencies may not transfer or sell any Controlled Equipment purchased under this award to non-LEAs, with the exception of fixed wing aircraft, rotary wing aircraft, and command and control vehicles. Before any such transfer or sale is finalized, the agency must obtain prior written approval from BJA. All law enforcement-related and other sensitive or potentially dangerous components, and all law enforcement insignias and identifying markings must be removed prior to transfer or sale.

30.4 Grantee further understands and agrees to notify Grantor prior to the disposal of any items on the Controlled Expenditure List purchased under this award, and to abide by any applicable laws and regulations in such disposal.

30.5 Grantee understands that, pursuant to recommendation 2.1 of Executive Order 13688, law enforcement agencies that acquire controlled equipment through Federal programs must adopt robust and specific written policies and protocols governing General Policing Standards and Specific Controlled Equipment Standards. General Policing Standards includes policies on (a) Community Policing; (b) Constitutional Policing; and (c) Community Input and Impact Considerations. Specific Controlled Equipment Standards includes policies specifically related to (a) Appropriate Use of Controlled Equipment; (b) Supervision of Use; (c) Effectiveness Evaluation; (d) Auditing and Accountability; and (e) Transparency and Notice Considerations. Upon Grantor’s or OJP’s request, Grantee agrees to provide a copy of the General Policing Standards and Specific Controlled Equipment Standards, and any related policies and protocols.

30.6 Grantee understands and agrees that failure to comply with conditions related to Prohibited or Controlled Expenditures may result in a prohibition from further Controlled Expenditure approval under this or other federal awards.

31. Prohibited Conduct Related to Trafficking in Persons.

31.1 Grantee’s employees or contractors may not engage in—

a. Severe forms of trafficking in persons;
b. Procurement of a commercial sex act;
c. Use of forced labor in the performance of this Agreement;
d. Acts that directly support or advance trafficking in persons, including acts such as:
i. Denying an employee access to the employee’s own identity or immigration documents (including by destroying or confiscating such documents);
ii. Without legally-sufficient justification as determined by Grantor or OJP, failing to provide (or pay for) return transportation to an employee to the country from which the employee was recruited (if other than the United States), if the employee requests such return transportation upon the end of employment;
iii. Using materially false or fraudulent pretenses, representations, or promises regarding the employment to soliciting a person for employment, or in an offer of employment;
iv. Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee’s monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited; or
v. Providing or arranging housing that fails to meet the host country (e.g., the United States) housing and safety standards.
31.2 OJP or Grantor may unilaterally terminate this award, without penalty, if it is determined that the Grantee or any of Grantee’s contractors that is a private entity—

   a. Violated a prohibition of section 31.1; or
   b. Has an employee who violated a prohibition in section 31.1 through conduct that is either—
      i. Associated with performance under this Agreement; or
      ii. Imputed to Grantee or any of Grantee’s contractors using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by DOJ at 2 C.F.R. Part 2867.

31.3 Grantee agrees to inform Grantor promptly, and without delay, of any information the recipient receives from any source alleging a violation of a prohibition in section 31.1.

31.4 Grantee must include and incorporate all applicable provisions of this section 31 in any sub-award ("sub-grant") Grantor makes to a private entity.

32. Conferences, Meetings, Trainings, and other events.

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

32.2 Conference is defined broadly, and includes meetings, retreats, seminars, symposiums, or training activities. A conference typically is a pre-arranged formal event with at least some of the following characteristics: Designated participants and/or registration, a published substantive agenda, and scheduled speakers or discussion panels on a particular topic.

33. Training Material. Any training or training materials that Grantee develops or delivers with grant funds must adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees, available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

34. Faith-Based and Religious Organizations.

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

34.2 Grantee will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
34.3. Grantee will give beneficiaries written notice of certain protections. The notice must include the following:

(a) The organization may not discriminate against beneficiaries or prospective beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice;

(b) The organization may not require beneficiaries or prospective beneficiaries to attend or participate in any explicitly religious activities that are offered by the organization, and any participation by beneficiaries in such activities must be purely voluntary;

(c) The organization must separate in time or location any privately funded explicitly religious activities from activities supported by direct Federal financial assistance;

(d) If a beneficiary or prospective beneficiary objects to the religious character of the organization, the organization will undertake reasonable efforts to identify and refer the beneficiary or prospective beneficiary to an alternative provider to which the beneficiary or prospective beneficiary has no objection; and

(e) Beneficiaries or prospective beneficiaries may report an organization's violation of these protections, including any denials of services or benefits by an organization, by contacting or filing a written complaint with the Office for Civil Rights or the intermediary that awarded funds to the organization.

34.4. This written notice must be given to prospective beneficiaries prior to the time they enroll in the program or receive services from the program. When the nature of the service provided or exigent circumstances make it impracticable to provide such written notice in advance of the actual service, organizations must advise beneficiaries of their protections at the earliest available opportunity.

35. Appropriations-law Restrictions. Grantee must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2016, are set out at http://ojp.gov/funding/Explore/FY2016-AppropriationsLawRestrictions.htm, and are incorporated by reference here.

36. Prohibition on Reprisals. Grantee must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. Grantee also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

37. Law Enforcement Task Force or Metropolitan Enforcement Group. Grantee agrees that within 120 days of execution of this Agreement, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. Additionally, all future task force members are required to complete this training once during the life of this award, or once every four years if multiple awards include this requirement. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfl.org). When BJA funding supports a task force, a task force personnel roster should be compiled and maintained, along with course completion certificates, by the grantee.
recipient. Additional information is available regarding this required training and access methods via BJA's web
site and the Center for Task Force Integrity and Leadership (www.ctfli.org)

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY
# Purchase Requisition
## Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Law Office of William G. Worobec PC  
  - Vendor #: 12961
- **Attn:** William G. Worobec  
  - Email: william.worobec@yahoo.com
- **Address:** 207 Reber St. Suite 201
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:** 630-665-3400  
  - Fax: 630-260-0040

### Send Invoices To:
- **Dept:** 18th Judicial Circuit Court  
  - Division:
- **Attn:** Accounts Payable  
  - Email:
- **Address:** 505 N. County Farm Rd.  
  - Room: 2015
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:** 630-407-8901  
  - Fax: 630-407-8836

### Send Payments To:
- **Vendor:** Law Office of William G. Worobec PC  
  - Vendor #: 12961
- **Attn:** William G. Worobec  
  - Email: william.worobec@yahoo.com
- **Address:** 207 Reber St. Suite 201
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- **Dept:** 18th Judicial Circuit Court  
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  - Room: 2015
- **City:** Wheaton  
  - State: IL  
  - Zip: 60187
- **Phone:** 630-407-8901  
  - Fax: 630-407-8836

### Payment Terms
- F.O.B.
- PO 20 Delivery Date
- Requisitioner

### Use for
- Contract Administrator
- Lisa Herpel
- Nov 1, 2018
- Oct 31, 2019
- PO25 only

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**Requisition Total** $ 47,000.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

Contract period 11/1/18-10/31/19

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

---

**Attachment:** William G. Worobec PC - Requisition (JPS-P-0252-18 : Law Office of William G. Worobec, PC)
Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over $25,000
and as otherwise required by the Procurement Review Checklist.

Requesting Department: Circuit Court
Department Contact: Lisa Herpel

Contact Email: lisa.herpel@18thjudicial.org
Contact Phone: 407-8788

Vendor Name: Law Offices of William G. Worobec PC
Vendor #: 12961

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

To renew contract with William G. Worobec to provide professional services as a conflict attorney.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

In cases where the Public Defender cannot represent a party, the court then appoints a private attorney to represent the defendants. In cases involving the Sexually Violent Persons Act and the Sexually Dangerous Persons Act the defendant is entitled to be represented by counsel.

Strategic Impact

Customer Service

Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Services to the public.

Source Selection/Vetting Information - Describe method used to select source.

The position was pointed in July for 30 days, only one candidate applied for the position.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

1. To approve the contract with William G. Worobec, Attorney at Law.
2. To appoint individual private attorney's per case, this would be significantly more expensive.
3. To add a conflict attorney to the court's headcount.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

Total contract is $47,000.00, which is budgeted under account 1000-5900-53030 Legal Services for fiscal years 2018-2019.
### Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

| Vendor: | Law Office of William G. Worobec PC |
| Vendor #: | 12961 |
| Contract Term: | 11/1/18-10/31/19 |
| Contract Total: | $47,000.00 |
| Dept: | Circuit Court |
| Contact: | Lisa Herpel |
| Phone: | 407-8788 |
| Assigned Committee: | Judicial Public Safety |

**Description of Procurement/Scope of Work/Background**

Professional services as a conflict attorney appointed to represent defendants by the court in cases where the Public Defender has a conflict and in cases under the Sexually Violent Person Act or the Sexually Dangerous Person Act.

**Reason for Procurement**

Conflict attorney assigned to represent defendants in Sexually Violent Persons as well as criminal matters in cases where the Public Defender may not represent a party, including appeals in these matters.

---

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): FY 2019 1000-5900-53030
- [ ] Budget Transfer (Date) 

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # __________________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________________________

---

**PREPARED BY AND APPROVAL(S) (Initials Only)**

- Prepared By: [ ] Date: 9/10/18
- Recommended for Approval: [ ] Date: 9/10/18
- IT Approval, if required: [ ] Date: 

**REVIEWED BY (Initials Only)**

- Buyer: [ ] Date: 9/17/18
- Procurement Officer: [ ] Date: 
- Chief Financial Officer (Decision Memos Over $25,000): [ ] Date: 
- Chairman's Office (Decision Memos Over $25,000): [ ] Date: 

---

**Attachment:** William G. Worobec PC - Checklist (JPS-P-0252-18 : Law Office of William G. Worobec, PC)
## Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

<table>
<thead>
<tr>
<th>Company Name: WSP USA Inc.</th>
<th>Company Contact: Laura Unger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 206-382-5282</td>
<td>Contact Email: <a href="mailto:ComplianceUSA@wsp.com">ComplianceUSA@wsp.com</a></td>
</tr>
</tbody>
</table>

Bid/Contract/PO #: 17-TDAPO-00-EG

Date: Apr 16, 2018

### The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
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<td>Dan Cronin</td>
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<td>Check</td>
<td>$1,500.00</td>
<td>Jun 7, 2017</td>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

### NONE (check here) - If no contributions have been made

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

### Continuing disclosure is required, and I agree to update this disclosure form as follows:

The full text for the county’s ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: [Signature on File]

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Diane Okeefe</th>
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</thead>
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<tr>
<td>Title</td>
<td>Area Manager</td>
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<tr>
<td>Date</td>
<td>Apr 16, 2018</td>
</tr>
</tbody>
</table>

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
# Required Vendor Ethics Disclosure Statement

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A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

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The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: ____________________________

Signature on File: [Signature]

Printed Name: Diane Okeefe

Title: Area Manager

Date: Apr 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
# Purchase Requisition
**Procurement Services Division**

## Send Purchase Order To:
- **Vendor:** Johnson Controls Security Solutions, LLC
- **Vendor #:** 29381
- **Attn:**
- **Address:** 4700 Exchange Court, Suite 300
- **City:** Boca Raton
- **State:** FL
- **Zip:** 33431
- **Phone:**

## Send Invoices To:
- **Dept:** DuPage County Sheriff's Office
- **Division:** Budget
- **Attn:** Dawn Domrose
- **Email:** dawn.domrose@dupagesheriff.org
- **Address:** 501 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-2009

## Send Payments To:
- **Vendor #:** 29381
- **Attn:**
- **Address:** P.O BOX 371967
- **City:** Pittsburgh
- **State:** PA
- **Zip:** 15250-7967
- **Phone:**

## Ship To:
- **Dept:** DuPage County Sheriff's Office
- **Division:**
- **Attn:** Lt. Colin Cantwell
- **Email:** colin.cantwell@dupagesheriff.org
- **Address:** 501 N County Farm Rd
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:**

## Payment Terms
- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**

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**Requisition Total:** $66,124.00

## Header Comments
*these comments will appear on the PO20 and PO25 Purchase Order*:

## Special Instructions/Comments to Buyer or Approver
*these comments will NOT appear on the Purchase Order*:

## User Department Internal Notes
*these comments will NOT appear on the Purchase Order*:

---

Form optimized for Acrobat and Adobe Reader version 9 or later

Packet Pg. 80
Decision Memo
Procurement Services Division

This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Sheriff's Department
Contact Email: colin.cantwell@dupagesheriff.org
Vendor Name: Johnson Controls

Department Contact: Lt. Colin Cantwell
Contact Phone: 630-607-2050
Vendor #: 

Date: 9.19.18
MinuteTraq (IQM2) ID #: 
Department Requisition #: 

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
The sheriff's office seeks the purchase of a closed circuit camera system for the monitoring and recording of all inmate recreation and day room areas. The total cost of the project is $66,124.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The sheriff's office is seeking this camera system to have the ability to review all inmate actions during a variety of incidents including disciplinary infractions, assaults on staff or other inmates, PREA allegations, injuries, and security concerns. The mere presence of these cameras is also likely to greatly reduce these incidents.

Strategic Impact
Financial Planning - Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.
The implementation of these day room cameras will reduce the county's liability and risk by providing an accurate account of all significant incidents.

Source Selection/Vetting Information - Describe method used to select source.
Bid #18-136 DT was issued by procurement. Johnson Controls was selected as the lowest bidder of the 6 companies submitting bids.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommends that Johnson Controls be selected as the vendor for this project because they were the lowest responsible bidder for the specific products that are needed for this project.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.
The initial cost of this project including all hardware, software, licenses, and installation will be $66,124 per the lowest bid. There only recurring cost will be the annual support renewal of the licenses which is budgeted for at $1,436 annually. This purchase will be paid out of the treasury fund.
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

**Vendor:** Johnson Controls Security Solutions, LLC  
**Vendor #:** 29381  
**Contract Term:**  
**Contract Total:** $66,124.00

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<th>Dept:</th>
<th>Sheriff - Jail</th>
<th>Contact: Lt. Colin Cantwell</th>
<th>Phone:</th>
<th>630-407-2050</th>
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**Description of Procurement/Scope of Work/Background:**

Purchase and installation of network cameras, servers, and licenses for monitoring and recording of all inmate day room areas.

**Reason for Procurement:**
The DuPage county jail does not currently have any video monitoring or recording in any of the inmate day room areas. These cameras will serve as a deterrent for illegal inmate activity as well as a post incident investigate tool that will greatly improve the efficiency of the jail.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)):
- Budget Transfer (Date):
- Add'l Information

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-136-DT (QUOTE < $25,000, BID $25,000; attach Tabulation)
- RENEWAL, Enter Bid and/or PO#
- Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

**PREPARED BY AND APPROVAL(S) (Initials Only)**

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<th>Lt. Colin Cantwell</th>
<th>Sep 12, 2018</th>
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**REVIEWED BY (Initials Only)**

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<th>(Decision Memos Over $25,000)</th>
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Notes: Sound Incorporated did not submit a Bid Security/Bond.

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Required Vendor Ethics Disclosure Statement

Date: 8/10/18
Bid/Contract/PO #: 18-136-DT

Company Name: Johnson Controls
Contact Phone: 708-655-6864
Company Contact: Mike Janczur
Contact Email: michael.janczur@jci.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

X NONE (check here) - If no contributions have been made

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<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

X NONE (check here) - If no contacts have been made

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<th>Add Line</th>
<th>lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
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X

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:
- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature

Signature on file

Printed Name: Mike Janczur
Title: Account Executive
Date: 8/10/18

Packet Pg. 84
September 19, 2018

Mr. Grant Eekhoff
Chairman of the Judicial
Public Safety Committee
County Board Offices
421 N. County Farm Road
Wheaton, IL 60187

RE: Monthly Statistical Report

Dear Mr. Eekhoff:

Pursuant to 55 ILCS 5/3-4010, enclosed is a copy of the monthly report of services rendered by the Public Defender’s Office through August 31, 2018.

Sincerely,

JEFFREY R. YORK
Public Defender of DuPage County

JRY/mb
encl.
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