1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
4. CHAIRMAN'S REMARKS
5. APPROVAL OF MINUTES:
   A. Judicial and Public Safety Committee - Regular Meeting - Tuesday January 16th, 2018
6. BUDGET TRANSFERS
   A. Budget Transfers -- Transfer of funds from account no 53828 (contingencies) to account nos 50000 (regular salaries), 50010 (overtime), and 51030 (employer share social security) for the Coroner Fee Fund in the amount of $1,782.00 to cover expenses for FY2017.
   B. Budget Transfers -- Transfer of funds from account no 52210 (food & beverages) to account nos 50000 (regular salaries) and 50030 (per diem/stipend) for the Jury Commission in the amount of $5,614.00 to cover expenses for the FY2017.
   C. Budget Transfers -- Transfer of funds from account nos 53040 (interpreter services), 53804 (postage & postal charges), and 50030 (per diem/stipend) to account nos 50000 (reg salaries), 50040 (part time help), and 53610 (instruction & schooling) for the Circuit Court in the amount of $7,301.00 to cover expense for FY2017.
   D. Budget Transfers -- Transfer of funds from account no 53610 (instruction & schooling) to account nos 50010 (overtime) and 51040 (employee med & hosp insurance) for BCO Academy to cover expenses for FY2017.
   E. Budget Transfers -- Transfer of funds from account no 1000-5900-52200 (operating supplies & materials) to account no 1000-1160-52100 (IT equip-small value) for the Circuit Court in the amount of $1,800.00 to cover purchase of password protected flash drives for COOP and other small IT items.
F. Budget Transfers -- Transfer of funds from account nos 50030 (per diem/stipend), 50040 (part time help), 52200 (operating supplies & materials), 53600 (dues & memberships), 53803 (miscellaneous meeting expenses), and 53830 (other contractual expenses) to account no 53090 (other professional services) for the Sheriff’s Merit Commission in the amount of $1,912.00 to cover invoices for FY2017.

G. Budget Transfers -- Transfer of funds from account nos 50010 (overtime), 50020 (holiday pay), and 52200 (operating supplies & materials) to account no 50000 (regular salaries) for Campus Security in the amount of $4,810.00 to cover expenses for FY17.

H. Budget Transfers -- Transfer of funds from account nos 51010 (IMRF), 51040 (empl med & hosp ins), 51050 (flex benefits), 52100 (IT equip - small value), 52200 (operating supls & mat), 52210 (food & beverage), 52220 (wearing apparel), 52320 (medical/dental/lab supplies), 53070 (medical svc), 53240 (waste disposal svc), 53410 (rental of mach/equip), 53500 (mileage), 53510 (travel exp), 53600 (dues & membership), and 53610 (instruction & schooling) to account no 53090 (other professional services) for the Coroner Fee Fund in the amount of $4868.00 to cover FY17 shortage.

7. ACTION ITEMS

A. FI-R-0061-18 RESOLUTION -- Acceptance and Appropriation of the National Forensic Science Improvement Program Grant FY17 Agreement No. 717503 Company 5000 - Accounting Unit 4520 $28,449


C. Consent Item -- West, a Thomson Reuters Business Decrease and Close Contract 365-1 SERV (-$74,424.96)

8. OLD BUSINESS

9. NEW BUSINESS

10. ADJOURNMENT
1. CALL TO ORDER

8:15 AM meeting was called to order by Chairman Grant Eckhoff at 8:17 AM.

2. ROLL CALL

PRESENT: Hart, DiCianni (8:21 AM), Eckhoff, Grant (8:22 AM), Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay

ABSENT: Grasso

3. PUBLIC COMMENT

4. CHAIRMAN'S REMARKS

5. APPROVAL OF MINUTES:

A. Judicial/Public Safety Committee - Regular Meeting - Jan 2, 2018 8:15 AM

RESULT: ACCEPTED [UNANIMOUS]

MOVER: Sam Tornatore, District 1

SECONDER: Donald Puchalski, District 1

AYES: Hart, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay

ABSENT: DiCianni, Grant, Grasso

6. BUDGET TRANSFERS

A. Budget Transfers -- Budget Transfer - Circuit Clerk Office - $55,000 Transfer of funds from account no. 53370 (repair & mtce other equipment) to account no. 53410 (rental of machinery & equipment) for the Circuit Court Clerks office in the amount of $55,000.00 to correct scriveners error by finance department.
RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: James Zay, District 6
AYES: Hart, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grant, Grasso

7. ACTION ITEMS

A. JPS-P-0028-18 Recommendation for the approval of a contract purchase order to Public Safety Direct, Inc for repair, maintenance and installation of equipment in Sheriff's vehicles and installation of equipment in new Sheriff's vehicles. This contract covers the period of 3/1/18-2/28/19 for a contract total not to exceed $130,000.00, per renewal option under bid award #15-003-JM, third of three optional renewals.

Member DiCianni arrived at 8:21 AM.

Member Zay did question how many of the Sheriff's vehicles are still being outfitted by Public Safety Direct from the 2017 contract. The vehicles are losing warranty time, not to mention, the vehicles were supposed to be completed in 30 days from the time of drop off. Many members agreed that the Sheriff's vehicles need to be outfitted in a timely manner moving forward. Romanelli was asked to supply the particulars about the outstanding vehicles for the Finance meeting.

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

B. Change Order -- JPS-P-0062B-17 Amendment to Resolution JPS-P-0062A-17 (Purchase order 2359-1 SERV), issued to Public Safety Direct to furnish and install new equipment in Sheriff Vehicles, for a change order to increase the purchase order $2,824 for the Sheriff's Office, for an amended contract total amount not to exceed $182,824, an increase of 1.57%. (2359-0001)

Board expressed the same concerns as the item above and will wait for the details regarding the Sheriff's vehicles for the Finance meeting.
RESULT: APPROVED [UNANIMOUS]
MOVER: Peter DiCianni, District 2
SECONDER: James Healy, District 5
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant, Grasso

C. 2018-44 Recommendation for the approval of a contract purchase order to Wheaton College Conference Services to cover food expenses for the Advanced Severe Weather Seminar being held on March 10, 2018 for OEM, for a contract total amount not to exceed $10,043.06. 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).

RESULT: APPROVED [UNANIMOUS]
MOVER: James Healy, District 5
SECONDER: Robert L Larsen, Vice Chair
AYES: Hart, DiCianni, Eckhoff, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grant, Grasso

D. 2018-45 Recommendation for the approval of a contract purchase order to CDW Government for HPE management module and power supply to replace the current core switch for the Sheriff’s Office for a contract total not to exceed $8,762.62. Contract let pursuant to the Intergovernmental Cooperation Act (National IPA)

Member Grant arrived at 8:22 AM.

Member Zay inquired whether this purchase had been reviewed by IT. And while, the department has reviewed the purchase, Finance/Procurement will look into the bids and why there were 6 vs 9 items on the paperwork.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: James Healy, District 5
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grasso

8. INFORMATIONAL ITEMS
A. Informational -- An informational E-Filing Update via presentation from the Circuit Court Clerk's Office.

Presentation consisted of an overview of E-Filing with the Circuit Court Clerk's Office (CCO), recognizing the CCO as a non-biased record keeper of time sensitive material. Indeed, 98% of all filings in DuPage County are electronic and DuPage County has been a pioneer in utilizing this technology. E-filing has reduced: staff headcount, overall cost, foot/vehicle traffic, and security concerns. However, the mandated partner for e-filing (Tyler Technologies) is technologically behind DuPage's current case management system (CMS) and, therefore, a cost may be incurred by DuPage County while Tyler Technologies catches up. This presentation was to bring the potential expense of this technological conflict to the Board's notice.

RESULT: APPROVED [UNANIMOUS]
AYES: Hart, DiCianni, Eckhoff, Grant, Healy, Khouri, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: Grasso

9. COMMUNICATIONS

A. Meeting Handout

1. E-Filing in the Circuit Clerk's Office

10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT

A. Motion to Adjourn

Without objection, the meeting was adjourned at 8:58 AM.

RESULT: APPROVED [UNANIMOUS]
MOVER: Robert L Larsen, Vice Chair
SECONDER: Sam Tornatore, District 1
AYES: Hart, Eckhoff, Grant, Healy, Larsen, Noonan, Puchalski, Tornatore, Zay
ABSENT: DiCianni, Grasso, Khouri
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1300
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Finance Dept Use Only</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4130</td>
<td>53628</td>
<td></td>
<td>CONTINGENCIES</td>
<td></td>
<td>$1,782.00</td>
<td></td>
<td>2960</td>
<td>1178</td>
<td>11/12/18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>To:</th>
<th></th>
<th></th>
<th></th>
<th>Finance Dept Use Only</th>
<th>Amount</th>
<th>Available Balance</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Unit</td>
<td>Account</td>
<td>Sub-Account</td>
<td>Title</td>
<td>Finance Dept Use Only</td>
<td>Amount</td>
<td>Available Balance</td>
<td>Prior to Transfer</td>
<td>After Transfer</td>
<td>Date of Balance</td>
</tr>
<tr>
<td>4130</td>
<td>50000</td>
<td></td>
<td>REGULAR SALARIES</td>
<td></td>
<td>$1,364.00</td>
<td></td>
<td>(3,633.41)</td>
<td>11/12/18</td>
<td></td>
</tr>
<tr>
<td>4130</td>
<td>50010</td>
<td></td>
<td>OVERTIME</td>
<td></td>
<td>$192.00</td>
<td></td>
<td>(191.08)</td>
<td>11/12/18</td>
<td></td>
</tr>
<tr>
<td>4130</td>
<td>51030</td>
<td></td>
<td>EMPLOYER SHARE SOCIAL SECURITY</td>
<td></td>
<td>$226.00</td>
<td></td>
<td>(225.92)</td>
<td>11/12/18</td>
<td></td>
</tr>
</tbody>
</table>

Total $1,782.00

Reason for Request:
To cover the expenses of an employee’s salary and benefits.

Department Head: ___________________________ Date: 11/12/18
Chief Financial Officer: __________________ Date: 11/12/18

Activity (optional)

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

Finance Department Use Only
Fiscal Year 2017 Budget Journal #: ___________ Acctg Period: ___________
Entered By/Date: ___________ Released By/Date: ___________ Posted By/Date: ___________
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

Finance Department Use Only

<table>
<thead>
<tr>
<th>Accounting</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>
</tr>
</thead>
<tbody>
<tr>
<td>5910</td>
<td>52210</td>
<td></td>
<td>FOOD &amp; BEVERAGES</td>
<td>$ (5,614.00)</td>
<td>937.46</td>
<td>333.46</td>
<td>11/2/18</td>
</tr>
<tr>
<td>5910</td>
<td>50030</td>
<td></td>
<td>REGULAR SALARIES</td>
<td>$ 5,590.60</td>
<td>5590.60</td>
<td>.38</td>
<td>11/2/18</td>
</tr>
<tr>
<td>5910</td>
<td>50030</td>
<td></td>
<td>PER DIEM/STIPEND</td>
<td>$ 23.00</td>
<td>23.84</td>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>

Total $ (5,614.00)

Finance Department Use Only

<table>
<thead>
<tr>
<th>Accounting</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>
</tr>
</thead>
<tbody>
<tr>
<td>5910</td>
<td>52210</td>
<td></td>
<td>FOOD &amp; BEVERAGES</td>
<td>$ (5,614.00)</td>
<td>937.46</td>
<td>333.46</td>
<td>11/2/18</td>
</tr>
<tr>
<td>5910</td>
<td>50030</td>
<td></td>
<td>REGULAR SALARIES</td>
<td>$ 5,590.60</td>
<td>5590.60</td>
<td>.38</td>
<td>11/2/18</td>
</tr>
<tr>
<td>5910</td>
<td>50030</td>
<td></td>
<td>PER DIEM/STIPEND</td>
<td>$ 23.00</td>
<td>23.84</td>
<td>16</td>
<td></td>
</tr>
</tbody>
</table>

Total $ 5,614.00

Reason for Request:
Budget transfer necessary to cover remaining personnel costs for FY17.

Department Head

Chief Financial Officer

Packet Pg. 8
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company:

Accounting Unit | Account | Sub-Account | Title | Amount | Available Balance
---|---|---|---|---|---
5900 | 53040 |  | INTERPRETER SERVICES | \( \$ (6,906.00) \) | 37,825.97
5900 | 53804 |  | POSTAGE & POSTAL CHARGES | \( \$ (82.00) \) | 100 - 18 -
5900 | 50030 |  | PER DIEM/STIPEND | \( \$ (313.00) \) | 313.70 - .70

Total | | | \( \$ (7,301.00) \) | |

To: 1000
Company:

Accounting Unit | Account | Sub-Account | Title | Amount | Available Balance
---|---|---|---|---|---
5900 | 50000 |  | REGULAR SALARIES | \( \$ 40,00 \) \( (39,24) \) | 796 1/12/18
5900 | 50040 |  | PART TIME HELP | \( \$ 7,179.00 \) \( (7,179.37) \) | 1/63 1/12/18
5900 | 55510 |  | INSTRUCTION & SCHOOLING | \( \$ 82.00 \) \( (82.00) \) | -

Total | | | \( \$ 7,301.00 \) | |

Reason for Request:
Budget transfer necessary to cover remaining personnel costs and expenditures for FY17.

Debtorment Head

Date

Chief Financial Officer

Date

Finance Department Use Only

Fiscal Year 2017
Budget Journal # Acctg Period

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

****Please sign in blue ink on the original form****
### DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 1300
Sheriff/Sheriff's Office/BCO Academy
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4460</td>
<td>53610</td>
<td>INSTRUCTION &amp; SCHOOLING</td>
<td>$1,505.00</td>
<td>22659.85</td>
<td>21,153.85</td>
<td>11/2/18</td>
</tr>
</tbody>
</table>

Total $1,505.00

To: 1000

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4460</td>
<td>50010</td>
<td>OVERTIME</td>
<td>$894.00</td>
<td>893.41</td>
<td>.59</td>
<td>11/2/18</td>
</tr>
<tr>
<td>4460</td>
<td>51040</td>
<td>EMPLOYEE MED &amp; HOSP INSURANCE</td>
<td>$612.00</td>
<td>(411.71)</td>
<td>.29</td>
<td>1/12/18</td>
</tr>
</tbody>
</table>

Total $1,505.00

Reason for Request:
To cover negative balances for overtime and med & hospital

Department Head

Chief Financial Officer

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

Finance Department Use Only

Fiscal Year 2017 Budget Journal # ______ Acctg Period ______
Entered By/Date ___________ Released By/Date ___________ Posted By/Date ___________
**DuPage County, Illinois**  
**BUDGET ADJUSTMENT**  
Effective September 21, 2016

<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>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>5900</td>
<td>52200</td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$ (1,800.00)</td>
<td>48,791.90</td>
<td>1/12/18</td>
<td>1/12/18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $ (1,800.00)

<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>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1160</td>
<td>52100</td>
<td>5900</td>
<td>I.T. EQUIPMENT-SMALL VALUE</td>
<td>$ 1,800.00</td>
<td>--</td>
<td>1800</td>
<td>1/12/18</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $ 1,800.00

Reason for Request:

Budget transfer necessary to cover purchase of password protected flash drives for COOP Plan and other IT items needed in FY18.

Reason for Request:

Finance Department Use Only

Fiscal Year **2018**  
Budget Journal # _______  
Acctg Period _______

Entered By/Date __________  
Released By/Date __________  
Posted By/Date __________

**Department Head**

(1/12/18)

**Chief Financial Officer**

(1/12/18)

***Please sign in blue ink on the original form***
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1000
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4420</td>
<td>50030</td>
<td></td>
<td>PER DIEM/STIPEND</td>
<td>$52.25</td>
<td>52.25</td>
<td>114.18</td>
</tr>
<tr>
<td>4420</td>
<td>50040</td>
<td></td>
<td>PART TIME HELP</td>
<td>$1,448.00</td>
<td>1,448.91</td>
<td>1,448.91</td>
</tr>
<tr>
<td>4420</td>
<td>52230</td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$171.00</td>
<td>171.50</td>
<td>171.50</td>
</tr>
<tr>
<td>4420</td>
<td>53600</td>
<td></td>
<td>DUES &amp; MEMBERSHIPS</td>
<td>$101.00</td>
<td>101.00</td>
<td>101.00</td>
</tr>
<tr>
<td>4420</td>
<td>53803</td>
<td></td>
<td>MISCELLANEOUS MEETING EXPENSE</td>
<td>$75.00</td>
<td>75.30</td>
<td>75.30</td>
</tr>
<tr>
<td>4420</td>
<td>53830</td>
<td></td>
<td>OTHER CONTRACTUAL EXPENSES</td>
<td>$67.00</td>
<td>67.00</td>
<td>67.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td>($1,912.00)</td>
<td></td>
<td>($1,912.00)</td>
</tr>
</tbody>
</table>

To: 1000
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4420</td>
<td>53090</td>
<td></td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>$1,912.00</td>
<td>1,912.00</td>
<td>1,912.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total</strong></td>
<td>($1,912.00)</td>
<td></td>
<td>($1,912.00)</td>
</tr>
</tbody>
</table>

Reason for Request:
To fund account 53090 which had a negative balance.

Finance Department Use Only

Fiscal Year 2017 Budget Journal # Actg Period
Entered By/Date Released By/Date Posted By/Date

6.F.a
Attachment: Merit Commission (17-18-189: Budget Transfer-Sheriff Merit Commission-$1,912.00)
**DuPage County, Illinois**

**BUDGET ADJUSTMENT**

**Effective September 21, 2018**

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior To Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1130</td>
<td>50010</td>
<td></td>
<td>OVERTIME</td>
<td>$3,417.37</td>
<td></td>
<td>1-26-18</td>
</tr>
<tr>
<td>1130</td>
<td>50020</td>
<td></td>
<td>HOLIDAY PAY</td>
<td>$569.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1130</td>
<td>52200</td>
<td></td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$784.00</td>
<td></td>
<td>2-34.25 1610.25</td>
</tr>
</tbody>
</table>

**Total** $4,810.00

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior To Transfer</th>
<th>After Transfer</th>
<th>Date of Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1130</td>
<td>50000</td>
<td></td>
<td>REGULAR SALARIES</td>
<td>$4,819.00</td>
<td></td>
<td>1-26-18</td>
</tr>
</tbody>
</table>

**Total** $4,810.00

**Reason for Request:**

To cover FY17 budget overage

**Finance Department Use Only**

**Fiscal Year:** 2017

**Budget Journal #**

**Acctg Period**

**Entered By/Date**

**Released By/Date**

**Posted By/Date**
**BUDGET ADJUSTMENT**

Effective September 21, 2018

**1300-4130 Coroner Fee Fund**

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Amount</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4130</td>
<td>4868</td>
<td></td>
<td>See Attached</td>
<td></td>
<td></td>
<td>12/26/18</td>
</tr>
</tbody>
</table>

**Total** $4868.00

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Amount</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Prior Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>4130</td>
<td>4868</td>
<td>53090</td>
<td>OTHER PROFESSIONAL SERVICES</td>
<td>(6619.39)</td>
<td>(1751.39)</td>
<td>12/26/18</td>
</tr>
</tbody>
</table>

**Total** $4868.00

**Reason for Request:**

FY17 budget shortage

**Activity**

(optional)

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

Finance Department Use Only

Fiscal Year 2017  Budget Journal # Acctg Period

Entered By/Date Released By/Date Posted By/Date
<table>
<thead>
<tr>
<th>FROM: Company</th>
<th>Acct Unit</th>
<th>Account</th>
<th>Desc</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1300</td>
<td>4130</td>
<td>51010</td>
<td>IMRF</td>
<td>$(394.00)</td>
<td>394.19</td>
<td>0.19</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>51040</td>
<td>Emp Med &amp; Hosp Ins</td>
<td>$(102.00)</td>
<td>102.80</td>
<td>0.80</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>51050</td>
<td>Flex Benefits</td>
<td>$(85.00)</td>
<td>85.00</td>
<td>-</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>52100</td>
<td>IT Equip Small Value</td>
<td>$(106.00)</td>
<td>106.21</td>
<td>0.21</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>52200</td>
<td>Operating Sups &amp; Mat</td>
<td>$(450.00)</td>
<td>450.64</td>
<td>0.54</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>52210</td>
<td>Food &amp; Beverages</td>
<td>$(159.00)</td>
<td>159.79</td>
<td>0.79</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>52220</td>
<td>Wearing Apparel</td>
<td>$(1,469.00)</td>
<td>1,499.97</td>
<td>0.97</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>52320</td>
<td>Medical/Dental/Lab Sups</td>
<td>$(843.00)</td>
<td>843.27</td>
<td>0.27</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53070</td>
<td>Medical Svc</td>
<td>$(54.00)</td>
<td>54.00</td>
<td>-</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53240</td>
<td>Waste Disposal Svc</td>
<td>$(681.00)</td>
<td>681.44</td>
<td>0.44</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53410</td>
<td>Rental of Mach/Equip</td>
<td>$(80.00)</td>
<td>80.00</td>
<td>-</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53500</td>
<td>Mileage</td>
<td>$(255.00)</td>
<td>255.70</td>
<td>0.70</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53510</td>
<td>Travel Exp</td>
<td>$(90.00)</td>
<td>90.23</td>
<td>0.23</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53600</td>
<td>Dues &amp; Memberships</td>
<td>$(100.00)</td>
<td>100.00</td>
<td>-</td>
</tr>
<tr>
<td>1300</td>
<td>4130</td>
<td>53910</td>
<td>Instruction &amp; Schooling</td>
<td>$(40.00)</td>
<td>40.00</td>
<td>-</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TO: Company</th>
<th>Acct Unit</th>
<th>Account</th>
<th>Desc</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
</tr>
</thead>
<tbody>
<tr>
<td>1300</td>
<td>4130</td>
<td>53090</td>
<td>Other Prof Svcs</td>
<td>$4,868.00</td>
<td>(6,619.39)</td>
<td>(1,751.39)</td>
</tr>
</tbody>
</table>
Resolution
FI-R-0061-18

ACCEPTANCE AND APPROPRIATION OF
THE NATIONAL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT FY17
INTER-GOVERNMENTAL AGREEMENT NO. 717503
COMPANY 5000 - ACCOUNTING UNIT 4520
$28,449

(Under the administrative direction of the
DuPage County Sheriff’s Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff’s Office Crime Laboratory, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of $28,449 (TWENTY-EIGHT THOUSAND, FOUR HUNDRED FORTY-NINE AND NO/100 DOLLARS) are available for the continuing implementation of the National Forensic Science Improvement Grant Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 717503 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the term of the grant agreement is from January 1, 2018 through December 31, 2018; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 717503 (Attachment II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $28,449 (TWENTY-EIGHT THOUSAND, FOUR HUNDRED FORTY-NINE AND NO/100 DOLLARS) be made to establish the National Forensic Science Improvement Program Grant FY17, Company 5000 - Accounting Unit 4520, for the period January 1, 2018 through December 31, 2018; and

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and
BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## ADDITIONAL APPROPRIATION TO ESTABLISH
THE NATIONAL FORENSIC SCIENCE IMPROVEMENT PROGRAM GRANT FY16
AGREEMENT NO. 717503
COMPANY 5000 – ACCOUNTING UNIT 4520
$28,449

<table>
<thead>
<tr>
<th>Revenue</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0004 – Federal Operating Grant – DOJ</td>
<td>$28,449</td>
</tr>
<tr>
<td><strong>Total Anticipated Revenue</strong></td>
<td><strong>$28,449</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractual Expenditures</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53090 Other Professional Services</td>
<td>$2,100</td>
</tr>
<tr>
<td>53510 Travel Expense</td>
<td>$3,578</td>
</tr>
<tr>
<td>53610 Instruction &amp; Schooling</td>
<td>$6,877</td>
</tr>
<tr>
<td><strong>Total Contractual</strong></td>
<td><strong>$12,555</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Capital Outlay</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>54110 Equipment &amp; Machinery</td>
<td>$15,894</td>
</tr>
<tr>
<td><strong>Total Capital Outlay</strong></td>
<td><strong>$15,894</strong></td>
</tr>
</tbody>
</table>

**Total Additional Appropriation** $28,449
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
DuPage County on behalf of the DuPage County Sheriff’s Office

The Illinois Criminal Justice Information Authority (Grantor), with its principal office at 300 West Adams Street, Suite 200, Chicago, Illinois 60606, and DuPage County on behalf of the DuPage County Sheriff’s Office (Grantee), with its principal office at 421 N. County Farm Road Wheaton, Illinois, 60187-3978, 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
RECATALS

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)

[ ] P = partnership
[ ] C = corporation

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

1.2. Amount of Agreement. Grant Funds shall not exceed $28,449, of which $28,449 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 2017-CD-BX-0003, the Federal awarding agency is the US Department of Justice, National Institute for Justice, and the Federal Award date is September 29, 2017. The Catalog of Federal Domestic Assistance (CFDA) Name is Paul Coverdell Forensic Science Improvement Grants Program and Number is 16.742. The Catalog of State Financial Assistance (CSFA) Number is 546-00-1470.

1.4. **Term.** This Agreement shall be effective on January 1, 2018 and shall expire on December 31, 2018, 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:

John Maki, Executive Director
Illinois Criminal Justice Information Authority

Date: ____________________________

By: ____________________________
Daniel Cronin, Chairman
DuPage County

Date: 1/23/18

By: ____________________________
Gwen Henry, Treasurer
DuPage County

Date: 1/17/18

By: ____________________________
John Zaruba, Sheriff
DuPage County Sheriff’s Office

Date: 1/10/18
ARTICLE II
REQUIRED REPRESENTATIONS

2.1. **Standing and Authority.** Grantee warrants that:

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

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

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

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

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

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

2.3. **Compliance with Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to $25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. **Compliance with Uniform Grant Rules (2 CFR Part 200).** Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(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; and (iii) have a valid DUNS number. 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 7000.20.

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

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated 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 7000.20.

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

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page 4
“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“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 7000.20.

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

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

“State” means the State of Illinois.
“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

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. Illinois Grant Funds Recovery Act. 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 in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 et seq.). In the event of a conflict between the 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.

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.

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

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

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in PART TWO or PART THREE. 30 ILCS 705/10.
(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] or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the 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 or PART THREE. 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 as an attachment. 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 Grantor’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) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.
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 subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

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

   (ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(j)(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.

(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 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

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

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

ARTICLE VIII
REQUIRED CERTIFICATIONS

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

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

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

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

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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 10
(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 ILS 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 ILS 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 ILS 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, orders 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 (45 CFR Part 76), 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.

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 Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

### ARTICLE X

**UNLAWFUL DISCRIMINATION**

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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page 12
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 (42 USC 12101 et seq.); and

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

ARTICLE XI
LOBBYING

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

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

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

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

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 13
disclosure. Pursuant to Appendix II(l) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, 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
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. Annual Financial Reports.

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

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee’s fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee’s tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual 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.

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. In unusual circumstances where
more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in **PART TWO** or **PART THREE**. 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.

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 30 calendar days following the end of the period of performance. See 2 CFR 200.343.

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 forms 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 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 more than $300,000 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).

(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 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. 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.

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.

**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 State of Illinois INTER-GOVERNMENTAL GRANT AGREEMENT / 101017
Page 18
7.A.b

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. 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


21.2. 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 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.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 20
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 agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

ARTICLE XXIV
INSURANCE

24.1. Purchase and 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.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page 21
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

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page 22
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. **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.

26.14. ** 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.

26.15. ** 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.

26.16. ** 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.
Exhibit A

Summary of the Program

The DuPage County Forensic Science Center (DPFSC) is a division of the DuPage County Sheriff’s Office located in Wheaton, Illinois. The mission of the DPFSC is to provide timely and quality forensic science services to the criminal justice system of DuPage County, Illinois. This mission is accomplished by:

- Maintaining proper facilities for casework & receipt of evidence.
- Employing & training highly qualified scientists.
- Adhering to scientifically accepted procedures & laboratory quality assurance standards.
- Reporting analytical findings coherently & efficiently.
- Clearly articulating analytical findings in a court of law.

The laboratory is currently accredited by the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB) under the ASCLD/LAB-International program. Our current certificate number is ALI-014-T.

Allegations of Serious Misconduct

There have been no allegations of serious misconduct in the previous year.

Review of Progress

The goals and objectives from the previous funding cycle were to maintain accreditation by funding an annual fee by the laboratory’s accrediting body. In addition funds were to be used to purchase proficiency tests that are required to demonstrate staff members continuing competency in forensic testing. Funds were to be used to purchase a forensic light source for latent print
analysis and a workstation ionizer for drug analysis. Funds were to be used to send staff members to two separate training events.

In October 2016 the laboratory successfully completed an off-site surveillance visit by the American Society of Crime Laboratory Directors/Laboratory Accreditation Board (ASCLD/LAB). The laboratory is in the process of preparing to purchase the forensic light source. No other progress has been made at this time.

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>PERFORMANCE INDICATORS/MEASUREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. To purchase a light source that will enhance the ability to locate, visualize and document latent prints during analysis.</td>
<td>➢ Date equipment was procured.</td>
</tr>
<tr>
<td>2. To increase the number of wavelengths available on a light source available for latent print analysis.</td>
<td>➢ # of wavelengths at the start of the grant period.</td>
</tr>
<tr>
<td>3. To increase the power of the light source available for latent print analysis.</td>
<td>➢ # of wavelengths at the end of the grant period by</td>
</tr>
<tr>
<td>Progress: Have not yet purchased a unit. Researching options.</td>
<td>➢ Power of the light source available at the start of the grant period</td>
</tr>
<tr>
<td></td>
<td>➢ Power of the light source available at the end of the grant period</td>
</tr>
<tr>
<td>4. To maintain accreditation by providing continuing education, 80 hours, to staff. Progress: The training requested is scheduled for August and September. Staff have been identified to attend training and request for out of state travel will occur upon the ability to register for the training events.</td>
<td>➢ # of staff that attended trainings</td>
</tr>
<tr>
<td></td>
<td>➢ # of continuing education hours earned</td>
</tr>
<tr>
<td></td>
<td>➢ # of trainings attended (list)</td>
</tr>
</tbody>
</table>

Description of the Issue

The DuPage County Forensic Science Center (DPC-FSC) provides crime laboratory analysis free of charge for any law enforcement agency located within DuPage County. The agencies provide law enforcement for the residents of DuPage County. The current services provided by the laboratory include drug analysis, trace analysis, forensic biology and DNA.
Currently the DPC-FSC does not provide service in the areas of latent prints, tire track, firearms, toolmarks and footwear analysis. DPC-FSC facilitates analysis for firearms and footwear evidence for our submitting agencies, with the limitation that only evidence associated with a crime against person would be accepted. These cases are outsourced to another accredited laboratory.

The plan to reestablish latent print services began in early 2015 when the laboratory hired an experienced part-time latent print examiner. They developed a latent print training program and assisted in the selection and hiring of a new latent print trainee in the summer of 2015. At this time, it is anticipated the trainee should complete the training program by late spring/early summer 2017, and that latent print services will be reestablished prior to the end of 2017.

At this time the Illinois State Police is providing service directly to our user agencies for latent prints, tire track, toolmarks and all other firearms and footwear.

This program facilitates our laboratory continuing to provide state of the art services to our submitters. Continuation of fiscal support for accreditation in conjunction with lab budgeted monies contributes to the ability of the lab to maintain the quality system and subsequently the accreditation status.

The majority of funding for the crime laboratory comes from Crime Lab Fees (collected upon conviction of drug offense and disseminated to the DuPage County Sheriff’s Office) and the Sheriff’s Office budget. The Coverdell Grant is the only grant used for crime laboratory activities (the DNA Backlog Reduction grants are specific for DNA use). The crime laboratory generates an annual budget that is provided to the Chief of Administration of the Sheriff’s Office. The funding available to the laboratory is dependent upon the Crime Lab Fees.
disseminated to the Sheriff’s Office and the amount of monies available to the crime laboratory from the Sheriff’s Office general fund.

**Capabilities and Competencies**

The DPC-FSC was established in 1971 and since this time has provided forensic science expertise to law enforcement agencies, the DuPage County State’s Attorney’s Office and the entire court system. The laboratory was remodeled approximately ten years ago and the majority of equipment used in the lab is in good-working condition and appropriate per the forensic science community.

Forensic Scientists are proficiency tested to support continued competency. Please see the attached organizational chart. The chart shows each employees job title and competency tested discipline.

**Project Design and Implementation**

The program will enable the DPC-FSC to purchase a dedicated self-contained hood and table (for the hood to stand-on) for drug chemistry. This hood will be dedicated for the handling of evidence suspected to contain fentanyl or fentanyl-type compounds that pose a significant health-risk to the analyst. Providing a dedicated hood for these types of evidence contributes to the quality measures utilized by scientists in the laboratory. Currently one of the Gas Chromatograph/Mass Spectrometers used in drug chemistry can only hold 16 samples. The laboratory seeks to purchase a replacement tray that will be able to hold 150 samples. This will enable an increase in throughput on this instrument, as additional samples will be able to run overnight or on the weekend. The laboratory seeks to purchase the current edition of ‘Clarke’s
Analysis of Drugs and Poisons’. This literature will be used while training new analysts and will be used as a reference during analysis of suspected controlled substances.

Training will provide continuing education essential for the laboratory to stay abreast of new information in the community. Funding will also be used to continue accreditation activities (including the purchase of proficiency tests and payment of annual fees) towards ongoing compliance.

**Goals, Objectives and Performance Indicators**

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>PERFORMANCE INDICATORS/MEASUREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. To provide proficiency tests to demonstrate continued staff competency</td>
<td>➢ # of proficiency tests purchased with grant funding</td>
</tr>
<tr>
<td>6. To purchase a larger tray for samples for a GC/MS.</td>
<td>➢ Date equipment was procured</td>
</tr>
<tr>
<td></td>
<td>➢ # samples the tray could hold at the start of the grant period</td>
</tr>
<tr>
<td></td>
<td>➢ # samples the tray could hold at the end of the grant period</td>
</tr>
<tr>
<td>7. To maintain and improve quality by providing continuing education to four members of staff</td>
<td>➢ # of staff that attended trainings</td>
</tr>
<tr>
<td></td>
<td>➢ # of continuing education hours earned</td>
</tr>
<tr>
<td></td>
<td>➢ # of trainings attended (list)</td>
</tr>
</tbody>
</table>
Exhibit B

Deliverables & Milestones

*Implementation Schedule*

<table>
<thead>
<tr>
<th>Task</th>
<th>Month Started</th>
<th>Month completed</th>
<th>Personnel responsible</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchase latent print imaging and documentation software</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Senior Latent Print Examiner</td>
<td>Once</td>
</tr>
<tr>
<td>Accreditation Assistance, Fee</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Laboratory Director</td>
<td>Once</td>
</tr>
<tr>
<td>Proficiency Tests, Fee</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Laboratory Director</td>
<td>Once</td>
</tr>
<tr>
<td>Continuing Education</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Laboratory Director</td>
<td>Four events</td>
</tr>
<tr>
<td>Purchase reference book for drug chemistry</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Supervisor of Chemistry</td>
<td>Once</td>
</tr>
<tr>
<td>Purchase Tray for GC/MS</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Supervisor of Chemistry</td>
<td>Once</td>
</tr>
<tr>
<td>Purchase self-contained hood and table</td>
<td>Month 1</td>
<td>Month 12</td>
<td>Supervisor of Chemistry</td>
<td>Once</td>
</tr>
</tbody>
</table>
EXHIBIT C

PAYMENT

Grantee shall receive a maximum of $28,449.00 under this Agreement.

The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, E, F, and G. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

Grantee must provide for the deposit of federal funds into a bank account in the name of the Grantee. Federal funds shall be immediately deposited into such bank account. Grantee may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line item per its budget and audited financial statements. If Grantee receives more than one award from the Grantor, Grantee shall ensure that the grant funds for each award are accounted for separately.
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: Lajuana Murphy
Title: Criminal Justice Specialist
Address: 300 W. Adams St. STE 200 Chicago, IL 60606
Phone: 312-793-1303
TTY#: 312-793-8422
Fax#: 312-793-8422
E-mail Address: Lajuana.Murphy@illinois.gov

GRANTEE CONTACT

Name: Claire Dragovich
Title: Laboratory Director
Address: 501 N. County Farm Rd. Wheaton, IL 60187
Phone: 630-407-2101
TTY #: 630-407-2156
Fax: 630-407-2156
E-mail Address: Claire.dragovich@dupagesheriff.org
Additional Information:
EXHIBIT E
Performance Standards

**Goals, Objectives and Performance Indicators**

<table>
<thead>
<tr>
<th>OBJECTIVES</th>
<th>PERFORMANCE INDICATORS/MEASUREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>To provide, a minimum of 15, proficiency tests to demonstrate continued staff competency</td>
<td>➢ # of proficiency tests purchased with grant funding</td>
</tr>
<tr>
<td>To purchase 1 larger tray for samples for a GC/MS.</td>
<td>➢ Date equipment was procured</td>
</tr>
<tr>
<td>To hold a minimum of 150 vial positions.</td>
<td>➢ # samples the tray could hold at the start of the grant period</td>
</tr>
<tr>
<td></td>
<td>➢ # samples the tray could hold at the end of the grant period</td>
</tr>
<tr>
<td>To maintain and improve quality by providing continuing education to four members of staff</td>
<td>➢ # of staff that attended trainings</td>
</tr>
<tr>
<td></td>
<td>➢ # of continuing education hours earned</td>
</tr>
<tr>
<td></td>
<td>➢ # of trainings attended (list)</td>
</tr>
</tbody>
</table>
EXHIBIT F

Performance Standard

See Exhibit E
EXHIBIT G

SPECIFIC CONDITIONS

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.

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

3. Grantor may remove (or reduce) a Specific Condition included in this Exhibit G or Exhibit H by providing notice in writing to Grantee.
### Exhibit H

**Specific Conditions**

<table>
<thead>
<tr>
<th>SPECIFIC CONDITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ICQ Section:</strong></td>
</tr>
<tr>
<td><strong>Conditions:</strong></td>
</tr>
<tr>
<td><strong>Risk Explanation:</strong></td>
</tr>
<tr>
<td><strong>How to Fix:</strong></td>
</tr>
<tr>
<td><strong>Timeframe:</strong></td>
</tr>
</tbody>
</table>
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.


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 grant 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 for purposes related to law enforcement. Grantee certifies that grant funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

6. Program Income.

6.1. Grantee understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. Grantee further understands and agrees that both program income earned
during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

6.2. All income generated as a direct result of the program described in the attached exhibits shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by Grantee for any purpose that furthers the objectives of the National Forensic Sciences Improvement Act Program. Grantee shall report and account for such program income as required by Grantor. Program income earned during the performance period and expenditures of such program income must be reported on the quarterly and final reports and are subject to audit.

6.3. Grantee understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the FY 2016 Paul Coverdell Forensic Science Improvement Grants Program. Grantee further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources.

6.4. Grantee understands and agrees that program income that is earned during the final ninety (90) days of the period of performance may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the performance period. Any program income earned during the performance period that is not obligated and expended within ninety (90) days of the end of the performance period must be returned to Grantor.

6.5. Grantee must promptly notify Grantor if it either starts or stops charging a fee for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to Grantor within five (5) business days of implementation of the change.

7. Reporting and Evaluation Requirements.

7.1. Grantee shall submit the following reports:

- progress reports for the preceding quarter relevant to the performance indicators;
- 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 2 CFR §200 and the federal financial 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>
</tbody>
</table>

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 37
8. Audit and Inspection.

8.1. Grantee will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements").

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

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

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

8.5. Grantee understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) or Grantor may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency or Grantor) Grantee does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

9. Closeout requirements. Within 30 calendar 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 grant 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 grant 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 Commodities.

12.1. Equipment and commodities acquired by Grantor with Grantor funds shall be used for purposes of the program described in the attached exhibits only. Grantee may retain the equipment and commodities acquired with agreement 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 commodities 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 commodities, Grantee shall request instructions from Grantor.

12.2. Grantor may deny equipment and commodities costs or require that Grantee relinquish already purchased equipment and commodities 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 commodities that are willfully or negligently lost.
stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by Grantee. Any loss, damage or theft of equipment and commodities 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.


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, Patents, and Inventions:

16.1. If this agreement results in a copyright, Grantor and OJP reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use (in whole or in part, including in connection with derivative works), for government purposes: (1) any work subject to copyright developed under this agreement; and (2) any rights of copyright to which 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 and OJP guidance. Grantee shall comply with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements, which is incorporated by reference.

16.3. Grantee has the responsibility to obtain from sub-grantees, sub-recipients, contractors, and State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 40
subcontractors (if any) all rights and data necessary to fulfill Grantee's obligations to Grantor and federal government under this award. If a proposed sub-grantee, sub-recipient, contractor, or subcontractor refuses to accept terms affording Grantor and federal government such rights, Grantee shall promptly bring such refusal to the attention of Grantor and not proceed with the agreement in question without further authorization from Grantor.

16.4. Grantee acknowledges that Grantor and OJP have the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under this award; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for government purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

16.5. Grantee must ensure that the conditions listed above in Part Two, Section 16 of this agreement is included in any sub-award, sub-grant, contract, or sub-contract.

16.6. With respect to any subject invention in which Grantee, sub-grantee, contractor, or subcontractor, retains title, Grantor and the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the State of Illinois and the United States the subject invention throughout the world.

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 grant 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 on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file:

"This project was supported by Award #2017-CD-BX-0003, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the U.S. Department of Justice, or the Illinois Criminal Justice Authority."
7.A.b

Information Authority."

17.8. Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by Grantee for dissemination to the public. This includes material prepared for conferences or other publications, but excludes press releases and newsletters.

17.9. Grantee shall transmit copies of all award-related official press releases to Grantor at least fifteen (15) prior to public release.


18.1. 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 the System for Management of Awards (SAM). The acquisition of a DUNS number and registration with SAM is not required of sub-grantees and contractors who are individuals.

18.2. Grantee shall provide Grantor with completed "Addendums to Agreements" for all sub-grantees and sub-contractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

19. Renegotiation, Modification, or Amendment. No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

20. 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 funds in that Grantor has with Grantor shall be frozen. Funds will be released following the completion of all the reporting requirements.

21. Reporting Grant Irregularities.

21.1. Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantor 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.

21.2. 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.

21.3. 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.

21.4. 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.

21.5. 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

22. Financial Status.

22.1. 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.

22.2. 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.


23.1. 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.

23.2. 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.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 43
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.

24. Time Keeping.

24.1. 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 program. Personnel whose salary is paid from more than one federal, state, or other source 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 actual activity of each employee (not budgeted time);
2. account for attendance and the daily total activity for which each 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. An employee whose salary is paid in whole from the program must either complete a PAR or 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.

24.2. 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.

24.3. Volunteers whose time fulfills a match requirement must complete PARs and daily attendance timesheets.

24.4. Along with each quarterly report, Grantee shall submit a Quarterly Time Keeping Certification to Grantor. The Quarterly Time Keeping Certification shall include a certification detailing 1) total hours on the program and 2) total compensated hours, for every employee and match volunteer.

24.5. Prior to the execution of this agreement, Grantee must provide Grantor with a copy of any time certification form and PAR that will be used for Grantor’s approval.

24.6. All time keeping documentation and certifications shall be made available for inspection during site visits and upon request as part of Grantor’s monitoring and oversight responsibilities.
25. **Separate Revenue and Expenditure Accounts.** Grantee must have an accounting system that meets the following requirements:

1. Provides for the clear identification, in its accounts, of all Federal awards, State awards, and matching funds received or expended.
2. Enables the preparation of reports required by general and program-specific terms and conditions of Grantee's awards.
3. 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.
4. Requires each Federal award, State award, and matching fund revenues and expenditures to be accounted, recorded, and tracked separately by funding source.
5. Includes classification of expenditures (e.g., personnel, commodities, equipment).
6. Maintains a system coding or classification system that permits summarization and reporting of grant revenue and expenditures by specific accounts, programs, projects, etc.
7. 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.
8. Utilizes generally accepted standards of accounting.

**THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY**
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:


   1.1. Grantee agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

   1.2. Environmental Assessment (EA): Grantee agrees and understands that funded activities (whether conducted by Grantee or subgrantees or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for Implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

   1.3. Modifications: Throughout the term of this award, Grantee will notify Grantor and National Institute of Justice (NIJ), of (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. Grantee will not implement a proposed change or new activity until NIJ, with the assistance of Grantee, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NIJ-conducted environmental impact review process.

   1.4. Grantee acknowledges that this section applies to 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 subgrantee, subcontractor, or any third party, and the 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.

   1.5. None of the following activities shall be conducted with grant funds:

      • New construction.
      • Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
      • A renovation which will change the basic prior use of a facility or significantly change its size.
      • Research or technology whose anticipated and future application could be expected to have an effect on the environment.
      • Implementation of a program involving the use of chemicals.
      • Any change(s) that is considering making to the previously assessed activities that may be relevant to the environmental impacts of the activities.
      • Any proposed new activities or changed circumstances that may require assessment as to environmental impact.
7. A.b

- New activities that involve that may require assessment as to environmental impact, any construction, or any major renovation.

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

1.7. Grantee agrees not to implement a proposed change or new activity until the NIJ, with assistance of Grantee, has completed any applicable environmental impact review requirements necessitated by the proposed change or new activity (or changed circumstances) and NIJ has concurred in the proposed change or new activity.


2.1. 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.

2.2. 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.

2.3. 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 to 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.

2.5. 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.

2.6 Grantee must provide proof that a Utilization Report was submitted under pursuant to subsection 2.2 or approved pursuant to subsection 2.3, as applicable, within two years of the execution of this Agreement.

2.7 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.


3.1. 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 agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 47
Rights Act. (775 ILCS 5).

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

3.3. 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.

3.4. Grantee agrees that grant funds will 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.

3.5. Grantee agrees to complete a Civil Rights Compliance Certification certifying whether or not Grantee, its subgrantees, or contractors have had a finding of discrimination in the past three (3) years. In the event that a Federal or State court or 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. Grantor will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

3.6. Grantee agrees to comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

3.7. 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.

4. Certification Regarding Lobbying, Debarment, and a Drug-Free Workplace. Grantee shall complete and submit the Certification Regarding Lobbying; Debarment, Suspension and other responsibilities; and Drug-Free Workplace Requirements.

5. Lobbying Prohibition Certification. 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.

6. Illinois Law Enforcement Information Network. As applicable, Grantee shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

7. Statements and Press Releases. 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.
Grantee shall submit to Grantor a copy of all grant-related press releases at least 20 working days prior to public release.

8. **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 Grantor pursuant to federal law.

9. **Criminal Intelligence System Operating Policies.** If the program described in this Agreement 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).

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

11. **Association of Community Organizations for Reform Now.** 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.

12. **High Risk Grantees.**

12.1. 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.

12.2. If Grantee is designated "high risk" by a government agency, currently or at any time during the course of the period of performance under this award, Grantee must disclose that fact and certain related information to Grantor in writing. Grantee’s disclosure must include the following: 1. The government agency that currently designates the recipient high risk, 2. the date Grantee was designated high risk, 3. the high-risk point of contact at that government awarding agency (name, phone number, and email address), and 4. the reasons for the high-risk status, as set out by the governmental awarding agency.

13. **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.

14. **Reporting Potential Fraud, Waste, or Similar Misconduct.**

14.1. 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, sub-grantee, or other person (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.
14.2. 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

14.3. 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 (English and Spanish)
Fax: (202) 616-9881

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

15. Conferences and Training Materials.

15.1. Grantee agrees that any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Sub-grantees available at http://ojp.gov/funding/ojptrainingguidingprinciples.htm.

15.2. Grantee agrees to 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.

15.3. Conferences are defined as meetings, retreats, seminars, symposiums, training, and other events. Information on pertinent laws, regulations, policies and guidance is available at available in the DOJ Grants Financial Guide (current edition).

16. Duplication of Funding. If Grantee 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 or change-of-project-scope to eliminate any inappropriate duplication of funding.

17. 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.

State of Illinois
INTER-GOVERNMENTAL GRANT AGREEMENT / 10 10 17
Page | 50

18.1. 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.

18.2. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

18.3. In accepting this award, Grantee –

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

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of the 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.

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

a. 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 sub-contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

b. it certifies that, if it learns or is notified that any sub-recipient, contractor, or sub-contractor 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.
19. **Indirect Cost Rates.** A recipient, including Grantee, sub-grantees, contractors, and subcontractors that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise 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) as defined by the Part 200 Uniform Requirements.

20. **Data Collection.** Grantee agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the OJP. Grantee agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

21. **Generally Accepted Laboratory Practices.** Grantee certifies that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

22. **External Investigations.**

22.1. Grantee shall insure that the requirements of 42 U.S.C. § 3797(k)(4) (which relate to independent internal investigations into allegations of serious negligence or misconduct by employees or contractors) are satisfied.

22.2. Grantee shall report, as part of its final report, the following: (1) the number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the grant period; (2) information on the referrals of such allegations; (3) the outcome of such referrals; and (4) if any allegations were not referred, the reason(s) for the non-referral.

22.3. Should the project period for this award be extended, Grantee shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point Grantee shall submit the required information as to any period not covered by prior reports as part of its final report.

22.4. Funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted in a timely basis.

23. **Federal Performance Measures.**

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

23.2. To ensure compliance with the Government Performance and Results Act (Pub. L. No. 103-62) and the GPRA Modernization Act of 2010 (Pub. L. No. 111-352), program performance under this federal fiscal year 2016 award is measured by the following: (1) percent reduction in the average number of days from the submission of a sample to a forensic science laboratory to the delivery of test results to a requesting office or agency (calculated by reporting the average number of days to process a sample at
the beginning of the grant period versus the average number of days to process a sample at the end of the grant period); (2) percent reduction in the number of backlogged forensic cases (calculated by reporting the number of backlogged forensic cases at the beginning of the grant period versus the number of backlogged forensic cases at the end of grant period), if applicable to the award; and (3) the number of forensic science or medical examiner/coroner's office personnel who completed appropriate training or educational opportunities with fiscal year 2016 Coverdell funds, if applicable to the award. Recipients are required to collect and report data relevant to these measures. Grantee agrees to submit a final report, at the end of the award, documenting all relevant project activities and performance measures during the entire period of support under this award.

23.3. Grantee agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of support under this award. This report will include the following: (1) a summary and assessment of the program carried out, which shall include a comparison of pre-grant and post-grant forensic science capabilities (and shall cite the specific improvements in quality and/or timeliness of forensic science or medical examiner/coroner's office services); (2) the average number of days between submission of a sample to a forensic science laboratory or forensic science laboratory system and the delivery of test results to the requesting office or agency; and (3) an identification of the number and type of cases currently accepted by the forensic science laboratory or forensic science laboratory system. Grantee is required to collect data necessary for this report. This report is due no later than 60 days following the close of the award period or the expiration of any extension periods.

24. Grant Funds Restrictions. Grant funds shall not be used for general law enforcement functions or non-forensic investigatory functions, and shall not be used for research or statistical projects or activities.

25. Computer Networks. Grantee understands and agrees that – (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigation, prosecution, or adjudication activities.


26.1. 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.

26.2. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

26.3. In accepting this award, Grantee –

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

26.4. If Grantee makes subawards or contracts under this award --

a. it represents that --

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

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

b. it certifies that, if it learns or is notified that any sub-recipient, 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.

27. Human Trafficking.

27.1. Grantee must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of Grantee, recipients, sub-recipients, contractors, sub-contractors, or individuals defined (for purposes of this condition) as "employees" of Grantee.

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


28.1. Federal funds may not be used by Grantee, or any sub-recipient, contractor, or sub-contractor, either directly or indirectly, to support or oppose the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government. Federal funds may not be used to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement,
28.2. Should any question arise as to whether a particular use of Federal funds would or might fall within the scope of this prohibition, the recipient is to contact Grantor or OJP for guidance, and may not proceed without the express prior written approval of Grantor and OJP.

29. **Compliance with General Appropriations-Law Restrictions on the Use of Federal Funds.**

29.1. 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.

29.2. Should a question arise as to whether a particular use of federal funds would or might fall within the scope of an appropriations-law restriction, the recipient is to contact Grantor for guidance, and may not proceed without the express prior written approval of Grantor.

30. **Protection from Reprisals.**

30.1. 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.

30.2. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, Grantee is to contact Grantor.

31. **Senior Executive Service (SES).** With respect to this award, federal funds 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 SES at an agency with a Certified SES Performance Appraisal System for that year. (Grantee may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

32. **Accreditation.** Grantee certifies that it is accredited, and will provide acceptable documentation of accreditation, if requested by Grantor. Grantee agrees to notify Grantor promptly upon any change in its accreditation status.

THE REMAINDER OF THE PAGE LEFT BLANK INTENTIONALLY
Resolution
FI-R-0062-18

ACCEPTANCE AND APPROPRIATION OF THE
U.S. DEPARTMENT OF JUSTICE - NATIONAL INSTITUTE OF JUSTICE
2017 DNA BACKLOG REDUCTION PROJECT GRANT
AGREEMENT NO. 2017-DN-BX-0045
COMPANY 5000 - AGENCY 4510
$238,972

(Under the administrative direction of the
DuPage County Sheriff’s Office)

WHEREAS, the County of DuPage, through the DuPage County Sheriff’s Office, has been notified by the U.S. Department of Justice - National Institute of Justice that grant funds in the amount of $238,972 (TWO HUNDRED THIRTY-EIGHT THOUSAND, NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) are available to help reduce the number of forensic DNA samples awaiting analysis by increasing the capacity of the laboratory in the DuPage County Sheriff’s Office; and

WHEREAS, to accept Grant Award No. 2017-DN-BX-0045, the County of DuPage must agree to accept the Grant Agreement and Special conditions that apply to Grant Award No. 2017-DN-BX-0045, a copy of which is attached to and incorporated as a part of this resolution by reference (Attachment II); and

WHEREAS, the term of the grant agreement is from January 1, 2018 through December 31, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division, (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Grant Agreement and Special Conditions of Grant Award No. 2017-DN-BX-0045 (Attachment II) between DuPage County and the U.S. Department of Justice - National Institute of Justice be and is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $238,972 (TWO HUNDRED THIRTY-EIGHT THOUSAND, NINE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS) be made to establish 2017 DNA Backlog Reduction Project Grant, Company 5000 - Accounting Unit 4510, for the period January 1, 2018 through December 31, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the DuPage County Sheriff’s Office is authorized to sign Grant Award No. 2017-DN-BX-0045 as Authorized Recipient Official; and
Resolution
FI-R-0062-18

BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and associated headcount; and

BE IT FURTHER RESOLVED that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by resolution.

Enacted and approved this 13th day of February, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**ATTACHMENT I**

ADDITIONAL APPROPRIATION TO ESTABLISH THE U.S. DEPARTMENT OF JUSTICE-NATIONAL INSTITUTE OF JUSTICE 2017 DNA BACKLOG REDUCTION PROJECT GRANT AGREEMENT NO. 2017-DN-BX-0045
COMPANY 5000 – ACCOUNTING UNIT 4510
$238,972

### REVENUE

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>41000-0004</td>
<td>Federal Operating Grant – DOJ</td>
<td>$238,972</td>
</tr>
</tbody>
</table>

**TOTAL ANTICIPATED REVENUE** $238,972

### EXPENDITURES

#### PERSONNEL

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50010</td>
<td>Overtime</td>
<td>$6,230</td>
</tr>
<tr>
<td>50040</td>
<td>Part Time Help</td>
<td>57,203</td>
</tr>
<tr>
<td>51010</td>
<td>Employer Share I.M.R.F.</td>
<td>7,453</td>
</tr>
<tr>
<td>51030</td>
<td>Employer Share Social Security</td>
<td>4,853</td>
</tr>
</tbody>
</table>

**TOTAL PERSONNEL** $75,739

#### COMMODITIES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>52000</td>
<td>Furn/Mach/Equip Small Value</td>
<td>$3,391</td>
</tr>
<tr>
<td>52200</td>
<td>Operating Supplies &amp; Materials</td>
<td>94,708</td>
</tr>
</tbody>
</table>

**TOTAL COMMODITIES** $98,099

#### CONTRACTUAL SERVICES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>53510</td>
<td>Travel Expense</td>
<td>$9,384</td>
</tr>
<tr>
<td>53610</td>
<td>Instruction and Schooling</td>
<td>3,450</td>
</tr>
</tbody>
</table>

**TOTAL CONTRACTUAL SERVICES** $12,834

### CAPITAL OUTLAY

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>54100</td>
<td>IT Equipment</td>
<td>$52,300</td>
</tr>
</tbody>
</table>

**TOTAL CAPITAL OUTLAY** $52,300

**TOTAL ADDITIONAL APPROPRIATION** $238,972
<table>
<thead>
<tr>
<th>1. RECIPIENT NAME AND ADDRESS (Including Zip Code)</th>
<th>4. AWARD NUMBER: 2017-DN-BX-0045</th>
</tr>
</thead>
<tbody>
<tr>
<td>DuPage County Sheriff's Department</td>
<td></td>
</tr>
<tr>
<td>501 North County Farm Road</td>
<td></td>
</tr>
<tr>
<td>Wheaton, IL 60187</td>
<td></td>
</tr>
<tr>
<td>2a. GRANTEE IRS/VENDOR NO.</td>
<td>5. PROJECT PERIOD: FROM 01/01/2018 TO 12/31/2019</td>
</tr>
<tr>
<td>366006551</td>
<td>BUDGET PERIOD: FROM 01/01/2018 TO 12/31/2019</td>
</tr>
<tr>
<td>2b. GRANTEE DUNS NO.</td>
<td>6. AWARD DATE 09/29/2017</td>
</tr>
<tr>
<td>135836026</td>
<td>7. ACTION Initial</td>
</tr>
<tr>
<td>3. PROJECT TITLE</td>
<td>8. SUPPLEMENT NUMBER 00</td>
</tr>
<tr>
<td>FY2017 DNA Capacity Enhancement and Backlog Reduction Program - DuPage County Forensic Science Center</td>
<td>9. PREVIOUS AWARD AMOUNT $0</td>
</tr>
<tr>
<td>10. AMOUNT OF THIS AWARD $238,972</td>
<td>11. TOTAL AWARD $238,972</td>
</tr>
</tbody>
</table>

12. SPECIAL CONDITIONS
THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
This project is supported under FY17(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.741 - DNA Backlog Reduction Program

15. METHOD OF PAYMENT
GPRS

<table>
<thead>
<tr>
<th>AGENCY APPROVAL</th>
<th>GRANTEE ACCEPTANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>16. TYPED NAME AND TITLE OF APPROVING OFFICIAL</td>
<td>18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL</td>
</tr>
<tr>
<td>Alan R. Hanson, Acting Assistant Attorney General</td>
<td>Tamara A. Camp, Forensic Scientist</td>
</tr>
</tbody>
</table>

17. SIGNATURE OF APPROVING OFFICIAL
Signature on File

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Signature on File

19A. DATE 10/10/17

20. ACCOUNTING CLASSIFICATION CODES

<table>
<thead>
<tr>
<th>FISCAL YEAR CODE</th>
<th>BUD. ACT.</th>
<th>OFC. REG.</th>
<th>SUB. POMS</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>B</td>
<td>DN</td>
<td>60</td>
<td>00</td>
</tr>
</tbody>
</table>

21. SDNSGT0038

OJP FORM 40002 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 40002 (REV. 4-88)
1. **Requirements of the award; remedies for non-compliance or for materially false statements**

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. **Applicability of Part 200 Uniform Requirements**

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. **Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.
SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after-- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmfa.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of these other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.
SPECIAL CONDITIONS

10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://oijp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

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

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://oijp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

OJP FORM 4000/2 (REV. 4-88)
SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

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

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

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

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, 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.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

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

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

PROJECT NUMBER    2017-DN-BX-0045          AWARD DATE  09/29/2017

SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by-- (1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvania Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.
SPECIAL CONDITIONS

22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

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

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

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both—

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

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

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

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
26. Privacy; quality assurance; CODIS/NDIS

The recipient shall ensure that each DNA analysis conducted and DNA profile generated under this award is maintained pursuant to all applicable Federal privacy requirements, including those described in 42 U.S.C. section 14132(b)(3).

The recipient shall ensure that all forensic DNA analyses conducted with funding under this award are performed either (1) by accredited government-owned laboratories, or (2) through accredited fee-for-service vendors. Accreditation must be by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community.

The recipient shall ensure that any laboratory that conducts forensic DNA analyses under this award undergoes external audits, not less than once every two years, that demonstrate compliance with the Quality Assurance Standards for Forensic DNA Testing Laboratories established by the Director of the Federal Bureau of Investigation.

The recipient shall ensure that all eligible forensic DNA profiles obtained with funding under this award will be entered into the Combined DNA Index System (CODIS), and, where applicable, uploaded to the National DNA Index System (NDIS). No profiles generated with funding from this award may be entered into any non-governmental database without prior express written approval from NIJ.

If any government-owned forensic laboratory that will receive funding under this award to conduct forensic DNA analyses is not a member of NDIS, the laboratory must have a written agreement in place with an NDIS-participating laboratory for the resulting eligible forensic DNA profiles to be entered into CODIS, and, where applicable, uploaded into NDIS.

If the recipient operates a state-designated DNA database laboratory, the recipient shall ensure that analyses of DNA database samples and reviews of associated DNA profiles conducted with funding under this award are performed by a laboratory that (1) is accredited by a nonprofit professional association of persons actively involved in forensic science that is nationally recognized within the forensic science community; and (2) undergoes external audits, not less than once every two years, that demonstrate compliance with the requirements of the Quality Assurance Standards for DNA Databasing Laboratories established by the Director of the Federal Bureau of Investigation. The recipient shall ensure that any DNA database samples analyzed with funding under this award are analyzed for all 20 CODIS core STR loci, using commercially available PCR kits accepted by NDIS. The recipient shall also ensure that all profiles obtained from DNA database samples with funding from this award are entered into CODIS within 90 days of completion of analysis, and uploaded into NDIS.

The recipient agrees to notify NIJ promptly upon any change in the accreditation status of any of the forensic science laboratories that receive funding under this award, or their participation in NDIS.

27. No research; nonsupplanting of State or local government funds

The recipient shall ensure that none of the funds provided under this award are used for research or statistical projects or activities as defined by 28 CFR Part 22 or for research as defined by 28 CFR Part 46. Any questions concerning this provision should be directed to the NIJ program manager for the award.

The recipient shall ensure that Federal funds made available through this award will not supplant State or local government funds, but instead will be used to increase the amount of funds that would, in the absence of Federal funds, be available from State or local government sources for activities funded through this award.

The recipient agrees to notify NIJ promptly if the recipient receives new State or local government funding for any of the purposes included in the approved application for this award.
28. The recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of backlogged forensic DNA cases that will be analyzed within twenty-four months using the funds provided under this fiscal year 2017 award, above and beyond those that will be analyzed using funds from other sources.

If applicable, the recipient agrees to notify NIJ promptly upon any significant reduction in the recipient's estimate of the number of DNA database samples that will be analyzed, or associated DNA profiles reviewed, within twenty-four months using the funds provided under this fiscal year 2017 award, above and beyond those that can be analyzed or reviewed using funds from other sources.

29. The recipient understands and agrees that gross income (revenues) from fees charged for DNA testing services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied to the NIJ DNA Capacity Enhancement and Backlog Reduction Program by the Department of Justice (DOJ) Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF 425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period only may be expended only for permissible uses of funds specifically identified in the solicitation for the NIJ FY 2017 DNA Capacity Enhancement and Backlog Reduction Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government funds, but instead may be used only to increase the amount of funds that would, in the absence of Federal funds or program income, be available from State or local government sources for the permissible uses of funds listed in the FY 2017 program solicitation.

The recipient understands and agrees that program income that is earned during the final ninety (90) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the ninety-day (90-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended within ninety (90) days of the end of the award period must be returned to OJP.

30. The recipient understands and agrees that, throughout the award period, it must promptly notify NIJ if it either starts or stops charging fees for DNA testing services, or if it revises its method of allocating fees received for DNA testing services to program income. Notice must be provided in writing to the NIJ program manager for the award within ten (10) business days of implementation of the change.

31. Absent prior express written approval from NIJ, rates for any lodging charged to the award may not exceed the posted GSA rate for the location. (If the recipient opts to obtain lodging at a higher rate, the cost differential, including associated taxes, may not be charged to the award.)

32. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at https://grants.ojp.usdoj.gov) using the SF 425 Federal Financial Report form (available for viewing at www.whitehouse.gov/omb/grants/standard_forms/ff_report.pdf), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.

33. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

OJP FORM 4000/2 (REV. 4-88)
34. Semiannual progress report narratives

   The recipient agrees that its semiannual progress report narratives will include the following: (1) a summary of project goals for the fiscal year 2017 grant; (2) the grant activities performed during the reporting period; (3) the effects of such grant activities toward achieving each project goal for the fiscal year 2017 grant; (4) a description of any observed increases in evidence submissions; and (5) a description of any issues that may negatively impact project goals for the fiscal year 2017 grant.

   Final progress report

   The recipient agrees to submit a final report, at the end of this award, documenting all relevant project activities during the entire period of performance under this award. This report will include the following: a summary and assessment of the program carried out with the fiscal year 2017 grant, which shall include a comparison of pre-grant and post-grant DNA-forensic capacity and take into account cumulative performance measure data.

   The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at https://grants.ojp.usdoj.gov/.

35. Semiannual performance measure data reporting - Forensic DNA casework and capacity enhancement

   The recipient agrees to submit applicable performance measure data regarding forensic DNA casework and capacity enhancement at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.nij.gov. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the beginning of the award period, and the average number of forensic DNA samples analyzed per analyst/month at the beginning of the award period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the reporting period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the reporting period; for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the reporting period, the number of forensic biology/DNA cases analyzed during the reporting period using funds provided under this award, and the number of DNA profiles from forensic analyses entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for forensic casework DNA backlog reduction projects -- the number of CODIS hits during the reporting period attributable to the forensic analyses funded under this award).

   For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

   The recipient shall ensure that all required performance measure data are collected throughout the award period.
36. Semiannual Performance Measure Data Reporting - DNA database sample analysis and capacity enhancement

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient agrees to submit applicable performance measure data at the same time that it submits its semiannual progress reports. These semiannual performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.njipm.gov. With respect to such data, the reports should contain: (1) information regarding baseline performance metrics (for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the beginning of the award period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the DNA profile to CODIS at the beginning of the award period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the beginning of the award period); (2) progress performance metrics (for capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the reporting period, the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the reporting period; for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the reporting period, the number of DNA database samples analyzed during the reporting period using funds from this award, and the number of DNA profiles from DNA database samples entered into CODIS during the reporting period as a result of the funds provided under this award); and (3) impact performance metrics (for DNA database backlog reduction projects -- the number of CODIS hits during the reporting period resulting from DNA database profiles developed using funds provided under this award).

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.
SPECIAL CONDITIONS

37. Final performance measure data reporting
The recipient agrees to submit applicable performance measure data at the same time that it submits its final report. These final performance data will be submitted to the Office of Justice Programs, on-line through the Internet at https://www.nijpmt.org. With respect to data concerning forensic DNA activities, the final report should contain: (1) for forensic DNA capacity enhancement projects -- the average number of days between the submission of a request for forensic biology/DNA analysis to the laboratory and the delivery of the test results to the requesting agency at the end of the project period, and the average number of forensic DNA samples analyzed per analyst/month at the end of the project period; and (2) for forensic casework DNA backlog reduction projects -- the number of backlogged forensic biology/DNA cases at the end of the project period, the cumulative number of forensic biology/DNA cases analyzed using funds provided under this award, the cumulative number of DNA profiles from forensic analyses entered into CODIS as a result of the funds provided under this award, and the cumulative number of CODIS hits attributable to forensic DNA analyses funded under this award.

For the purposes of performance measure data reporting, a backlogged forensic biology/DNA case is defined as a forensic biology/DNA case that has not been completed within 30 days of receipt in the laboratory.

If the recipient uses award funds for DNA database sample analysis or capacity enhancement, the recipient also agrees to submit applicable performance measure data with its final report. With respect to such data, the final report should contain: (1) for DNA database laboratory capacity enhancement projects -- the average number of DNA database samples analyzed per analyst/month at the end of the project period; the average number of days between the submission of a DNA database sample to the laboratory and the upload of the profile to CODIS at the end of the project period, and (2) for DNA database backlog reduction projects -- the number of backlogged DNA database samples at the end of the project period, the cumulative number of DNA database samples analyzed using funds provided under this award, the cumulative number of profiles from DNA database samples entered into CODIS as the result of funds provided under this award, and the cumulative number of CODIS hits resulting from DNA database profiles developed using funds provided under this award.

For the purposes of performance measure data reporting, a backlogged DNA database sample is defined as a DNA database sample that has not been completed within 30 days of receipt in the laboratory.

The recipient shall ensure that all required performance measure data are collected throughout the award period.

38. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

39. To assist in information sharing, the award recipient shall provide the NIJ program manager with a copy of publications (including those prepared for conferences and other presentations) resulting from this award, prior to or simultaneous with their public release. NIJ defines publications as any written, visual or sound material substantively based on the project, formally prepared by the award recipient for dissemination to the public. Submission of publications prior to or simultaneous with their public release aids NIJ in responding to any inquiries that may arise. Any publications - excluding press releases and newsletters - whether published at the recipient's or government's expense, shall contain the following statement: "This project was supported by Award No. ________, awarded by the National Institute of Justice, Office of Justice Programs, U.S. Department of Justice. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect those of the Department of Justice." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.

40. The recipient shall transmit to the NIJ program manager copies of all official award-related press releases at least ten (10) working days prior to public release. Advance notice permits time for coordination of release of information by NIJ where appropriate and to respond to press or public inquiries.
41. Pursuant to 28 C.F.R. Part 18, OJP may suspend or terminate funding under this award before the completion of the project funded by this award, for the recipient's failure to comply with these special conditions or with the project's goals, plans and methodology set forth in the approved application. In the case of suspension, the recipient will be unable to draw down funds until OJP determines that the recipient is in compliance.

42. The recipient acknowledges that the Office of Justice Programs (OJP) reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient, if applicable) to ensure that this condition is included in any subaward under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

43. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.
44. The recipient agrees to comply with all Federal, State, and local environmental laws and regulations applicable to the development and implementation of the activities to be funded under this award.

Environmental Assessment (EA): The recipient agrees and understands that funded activities (whether conducted by the recipient or subrecipients or contractors) may require the preparation of an EA as defined by the Council on Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500. An EA is a concise public document that briefly provides sufficient analysis for determining whether to prepare an environmental impact statement (EIS) or a finding of no significant impact for the proposed activity. If in completing an EA for a proposed activity, potential adverse environmental impacts are identified, the EA will serve as a vehicle for developing either alternative approaches or mitigation measures for avoiding or reducing the identified adverse environmental impacts.

Modifications: Throughout the term of this award, the recipient agrees that for any activity that is the subject of a completed EA, it will inform NJJ of: (1) any change(s) that it is considering making to the previously assessed activity that may be relevant to environmental impact; or (2) any proposed new activities or changed circumstances that may require assessment as to environmental impact, such as new activities that involve the use of chemicals or involve construction or major renovation. The recipient will not implement a proposed change or new activity until NJJ, with the assistance of the recipient, has determined whether the proposed change or activity (or changed circumstances) will require additional review under NEPA. Approval for implementation will not be unreasonably withheld as long as any requested modification(s) is consistent with eligible program purposes and found acceptable under an NJJ-conducted environmental impact review process.

45. The recipient may not obligate, expend, or draw down any funds until the program office has verified that the recipient has submitted all necessary documentation required to comply with the Department of Justice Procedures for Implementing the National Environmental Policy Act found at 28 CFR Part 61 (including Appendix D), and a Grant Adjustment Notice (GAN) has been issued removing this condition.

46. The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

47. The recipient may not obligate, expend, or draw down any funds until a revised proposal (and any necessary modifications to the budget and budget narrative) has been received and approved by the National Institute of Justice, and a Grant Adjustment Notice has been issued removing this condition.
# U.S. Department of Justice
## Office of Justice Programs
### National Institute of Justice

---

## GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY
### Grant

**PROJECT NUMBER**
2017-DN-BX-0045

**PAGE 1 OF 1**

This project is supported under FY17(NIJ - S&LLEA DNA/Other Forensics) Pub. L. No. 115-31, 131 Stat. 135, 204; 28 USC 530C

---

<table>
<thead>
<tr>
<th>1. STAFF CONTACT (Name &amp; telephone number)</th>
<th>2. PROJECT DIRECTOR (Name, address &amp; telephone number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Montie Evans</td>
<td>Tamara Camp</td>
</tr>
<tr>
<td>(202) 307-5822</td>
<td>Forensic Scientist</td>
</tr>
<tr>
<td></td>
<td>501 N. County Farm Road</td>
</tr>
<tr>
<td></td>
<td>Wheaton, IL 60187</td>
</tr>
<tr>
<td></td>
<td>(630) 407-2115</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>3a. TITLE OF THE PROGRAM</th>
<th>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>NJ FY17 DNA Capacity Enhancement and Backlog Reduction (CEBR) Program (Formula)</td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>4. TITLE OF PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY2017 DNA Capacity Enhancement and Backlog Reduction Program - DuPage County Forensic Science Center</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>5. NAME &amp; ADDRESS OF GRANTEE</th>
<th>6. NAME &amp; ADDRESS OF SUBGRANTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>DuPage County Sheriff Department</td>
<td></td>
</tr>
<tr>
<td>501 North County Farm Road</td>
<td></td>
</tr>
<tr>
<td>Wheaton, IL 60187</td>
<td></td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>7. PROGRAM PERIOD</th>
<th>8. BUDGET PERIOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>FROM: 01/01/2018</td>
<td>TO: 12/31/2019</td>
</tr>
<tr>
<td>FROM: 01/01/2018</td>
<td>TO: 12/31/2019</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>9. AMOUNT OF AWARD</th>
<th>10. DATE OF AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>$238,972</td>
<td>09/29/2017</td>
</tr>
</tbody>
</table>

---

<table>
<thead>
<tr>
<th>11. SECOND YEAR'S BUDGET</th>
<th>12. SECOND YEAR'S BUDGET AMOUNT</th>
</tr>
</thead>
</table>

---

<table>
<thead>
<tr>
<th>13. THIRD YEAR'S BUDGET PERIOD</th>
<th>14. THIRD YEAR'S BUDGET AMOUNT</th>
</tr>
</thead>
</table>

---

<table>
<thead>
<tr>
<th>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The DuPage County Forensic Science Center (DCFSC) is a full-service forensic science laboratory that analyzes evidence items from over 40 law enforcement agencies within DuPage County, Illinois. The DNA Section is a NDIS-participating laboratory and offers DNA analysis utilizing STRs and Y-STRs. Funds awarded under this program will be used to fund overtime and support staff, provide equipment and supplies needed for additional casework, and fund continuing education. In addition, funds are requested to conduct an external audit of the DNA section. These objectives will enable the laboratory to increase capacity, decrease turnaround times and maintain a low backlog. Overtime will be used specifically during periods of increased submissions or decreased staffing, when it is necessary to prevent a backlog. A quality control contractor will impact capacity and turnaround time by allowing the analysts to focus on cases. The capacity of the laboratory will be increased by purchasing supplies that otherwise might not be possible to</td>
</tr>
</tbody>
</table>

---

OJP FORM 4000/2 (REV. 4-88)
purchase, decreasing bottlenecks that occur while waiting for county funds for supplies to become available. Capacity will also be positively impacted by the purchase of an additional DNA extraction robot. The purchase of an additional microplate centrifuge will improve laboratory processes. Continuing education will improve the analysts' scientific expertise and enable the laboratory to comply with QAS requirements. The external audit is mandatory, but will ensure that the laboratory is providing quality results that are eligible for upload to NDIS.

Together, these objectives will allow the laboratory to work toward the goal of increasing quality and capacity and reducing the forensic casework turn-around time so that the backlog can, in turn, be reduced or eliminated.

nca/scf
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

---

**Purchase Order #:** 365-1-SERV  
**Original Purchase Order Date:** Dec 1, 2011  
**Change Order #:** 2  
**Department:** Law Library  
**Vendor Name:** West, a Thomson Reuters Business  
**Vendor #:** 11169  
**Dept Contact:** Mary Anderson

**Background and/or Reason for Change Order Request:** The PO expired on 11/30/15, and need to decrease remaining balance and close contract.

---

**IN ACCORDANCE WITH 720 ILCS 5/33E-9**

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

---

### INCREASE/DECREASE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A  Starting contract value</td>
<td>$91,449.81</td>
</tr>
<tr>
<td>B  Net $ change for previous Change Orders</td>
<td>$76,285.00</td>
</tr>
<tr>
<td>C  Current contract amount (A + B)</td>
<td>$167,734.81</td>
</tr>
<tr>
<td>D  Amount of this Change Order</td>
<td>($72,424.96)</td>
</tr>
<tr>
<td>E  New contract amount (C + D)</td>
<td>$95,309.85</td>
</tr>
<tr>
<td>F  Percent of current contract value this Change Order represents (D / C)</td>
<td>-43.18%</td>
</tr>
<tr>
<td>G  Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>4.22%</td>
</tr>
</tbody>
</table>

---

**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [ ] Consent Only

**Change budget code from:**  
**to:**  
**Increase/Decrease quantity from:**  
**to:**  
**Price shows:**  
**should be:**  
**Decrease remaining encumbrance and close contract**

---

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from:  
- [ ] Increase × $2,500.00, or > 10%, of current contract amount  
- [ ] Funding Source

**OTHER - explain below:**

---

**M.G.A.** 8798  
**Prepared By (Initials):**  
**Date:** Jan 16, 2018  
**Recommended for Approval (Initials):**  
**Date:**

**REVIEWED BY (Initials Only):**

**Buyer:**  
**Date:** 1/18/18

**Procurement Officer:**  
**Date:** 1/30/18

**Chief Financial Officer**  
**Date:**  
**Decision Memos Over $25,000:**

**Chairman's Office**  
**Date:**  
**Decision Memos Over $25,000:**

---

**CONSENT AGENDA**

**FEB 3 2018**

**Packet Pg. 95**