1. Call to Order

2. Suspension of Rules

3. Approval of Minutes
   - April 6, 2020

4. Informational Items / Reports / Other Minutes / Updates
   - PCAPS Monthly Report
   - ETSB
   - EMA
   - Public Defender Report

5. Resolutions
   - Sheriff’s Office COVID-19 Relief Grant
   - FY 2020 IDOT STEP (Sustained Traffic Enforcement Program) Grant
   - Animal Control Contracts

6. Miscellaneous

7. Adjournment
DRAFT
MINUTES
Public Safety and Justice Committee
April 6, 2020
@ 2:00 p.m.

MEMBERS PRESENT
Paul Rosenbohm – Chairman; Rob Reneau – Vice-Chairman; Eden Blair, Brandy Bryant, Linda Daley, Brian Elsasser, Kate Pastucha, Steven Rieker, Phillip Salzer, Sharon Williams

MEMBERS ABSENT:
Scott Sorrel – County Administrator; Shauna Musselman – Assistant County Administrator; Larry Evans - State's Attorney's Office; Randy Brunner – Chief Financial Officer/Sheriff’s Office; Angela Loftus – County Administration; Gretchen Pearsall – Director of Strategic Communications; Jamie Dowell – County Administration; David Tuttle – ETSB; Becky Spencer – PCAPS; Monica Hendrickson – Health Department; Mark Bronke – Probation & Court Services; Rena’ Parker, Jennifer Shadid – Courts Administration; Brian Asbell, James Middlemas, Chris Watkins – Sheriff’s Office; Jamie Harwood – Coroner; Nicole Bjerke – Treasurer; Mark Little – Chief Information Officer

Call to Order
Chairman Rosenbohm called the meeting to order at 2:09 pm.

A motion to suspend the Rules was made by Mr. Reneau and seconded by Ms. Daley. The motion carried unanimously.

Approval of Minutes
A motion to approve the minutes of February 13, 2020 and February 25, 2020 was made by Dr. Blair and seconded by Ms. Daley. The motion carried unanimously.

Informational Items / Reports / Other Minutes / Updates
- PCAPS Monthly Department Report
  Mr. Sorrel directed committee members to the submitted report. Ms. Pastucha noted that a tiger has been reported to have contracted COVID-19 and asked if cats can be infected and/or carry the virus on their bodies. Ms. Musselman advised that it is her understanding that cats are not transmitters; however, she will confirm with PCAPS and request that Ms. Spencer direct a communication on the matter to the committee.

- ETSB
  Mr. Tuttle stood for any questions. No questions or comments from committee.

- Emergency Management Agency
  Ms. Hendrickson advised that staff continues to work on COVID-19 response.
• Public Defender Report
Mr. Sorrel directed committee members to the submitted report which presents statistical data for the month of February 2020. He commented that although the Chief Judge's Administrative Order has, with a few exceptions, effectively shut down the courts, that does not preclude ongoing arrests and charges, and the need for the services of a public defender.

Dr. Blair noted the monthly comparative data and asked if year to year comparative data be included in the report as well. Mr. Sorrel advised that he would forward the request to Mr. Bach for inclusion in future reports.

**Resolutions**

• **Appropriation into C.O.P.S. Fund for FY 2020**
A motion to approve was made by Mr. Salzer and seconded by Dr. Blair. Mr. Brunner advised that funds were appropriated in 2019 for the purchase of police bicycles and radar trailers; however, the radar trailers were unable to be purchased until 2020. He stated that the Sheriff's Office is requesting an appropriation of unspent FY 2019 funds in the amount of $19,000.00 to complete the purchase of equipment.

The motion to approve carried unanimously.

• **FY 2019 SCAAP Award**
A motion to approve was made by Ms. Williams and seconded by Dr. Blair. Mr. Brunner advised that the Sheriff's Office has received a SCAAP award in the amount of $4,540.00, which is to be utilized to offset the overtime budget for corrections officers. The Sheriff’s Office requests the appropriation of revenues and expenses into the FY 2020 budget.

The motion to approve carried unanimously.

(Mr. Elsasser enters meeting.)

• **Appropriation of donation for purchase of small animal housing**
A motion to approve was made by Mr. Salzer and seconded by Ms. Pastucha. Ms. Spencer advised that PCAPS received a $5,000.00 donation from an individual grantor in memory of his father, to be utilized specifically for the purchase of small animal housing. Staff is requesting an appropriation of the funding into the FY 2020 budget.

The motion to approve carried unanimously.

**Adjournment**
The meeting was adjourned by Chairman Rosenbohm at 2:23 p.m.

*Recorded and Transcribed by: Jan Kleffinan*
AGENDA BRIEFING

COMMITTEE: Public Safety and Justice

MEETING DATE: May 26, 2020

ISSUE: FOR INFORMATION ONLY

BACKGROUND/DISCUSSION:
The attached report outlines the activity of Peoria County Animal Protection Services during the month of April 2020. It includes information from the same period in 2019 for comparison purposes.

COUNTY BOARD GOALS:

   FINANCIAL STABILITY
   INFRASTRUCTURE STEWARDSHIP
   EFFECTIVE SERVICE DELIVERY
   HEALTHY VIBRANT COMMUNITIES
   WORKFORCE DEVELOPMENT
   COLLABORATION

STAFF RECOMMENDATION:

COMMITTEE ACTION: INFORMATIONAL ITEM

PREPARED BY: Becky Spencer
DEPARTMENT: PCAPS  DATE: May 13, 2020
## Monthly Department Report - April 2020

### Animal Statistics

<table>
<thead>
<tr>
<th>Animal Intake</th>
<th>APR 2020</th>
<th>APR 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cat</td>
<td>58</td>
<td>128</td>
<td>323</td>
<td>431</td>
</tr>
<tr>
<td>Dog</td>
<td>73</td>
<td>151</td>
<td>399</td>
<td>544</td>
</tr>
<tr>
<td>Other</td>
<td>16</td>
<td>21</td>
<td>65</td>
<td>56</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>147</strong></td>
<td><strong>300</strong></td>
<td><strong>787</strong></td>
<td><strong>1,031</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Animal Outcomes</th>
<th>APR 2020</th>
<th>APR 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adopted</td>
<td>27</td>
<td>80</td>
<td>213</td>
<td>292</td>
</tr>
<tr>
<td>Died</td>
<td>1</td>
<td>1</td>
<td>5</td>
<td>12</td>
</tr>
<tr>
<td>Euthanized</td>
<td>55</td>
<td>142</td>
<td>379</td>
<td>450</td>
</tr>
<tr>
<td>Other</td>
<td>11</td>
<td>12</td>
<td>39</td>
<td>40</td>
</tr>
<tr>
<td>Returned to Owner</td>
<td>32</td>
<td>60</td>
<td>131</td>
<td>177</td>
</tr>
<tr>
<td>Transfer</td>
<td>14</td>
<td>27</td>
<td>40</td>
<td>84</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>140</strong></td>
<td><strong>322</strong></td>
<td><strong>807</strong></td>
<td><strong>1,055</strong></td>
</tr>
</tbody>
</table>

### Field Activities - Calls for Service by Type

<table>
<thead>
<tr>
<th>Activity</th>
<th>APR 2020</th>
<th>APR 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assist</td>
<td>6</td>
<td>10</td>
<td>49</td>
<td>18</td>
</tr>
<tr>
<td>Dead</td>
<td>2</td>
<td>3</td>
<td>11</td>
<td>5</td>
</tr>
<tr>
<td>Emergency</td>
<td>33</td>
<td>29</td>
<td>99</td>
<td>85</td>
</tr>
<tr>
<td>Investigation</td>
<td>194</td>
<td>509</td>
<td>1,769</td>
<td>2,688</td>
</tr>
<tr>
<td>Other</td>
<td>3</td>
<td>0</td>
<td>14</td>
<td>4</td>
</tr>
<tr>
<td>Owned</td>
<td>1</td>
<td>4</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Rescue</td>
<td>0</td>
<td>1</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>Routine Patrol</td>
<td>32</td>
<td>33</td>
<td>81</td>
<td>88</td>
</tr>
<tr>
<td>Stray</td>
<td>139</td>
<td>349</td>
<td>876</td>
<td>1,133</td>
</tr>
<tr>
<td>Transport</td>
<td>2</td>
<td>57</td>
<td>163</td>
<td>245</td>
</tr>
<tr>
<td>Wild</td>
<td>59</td>
<td>63</td>
<td>234</td>
<td>265</td>
</tr>
<tr>
<td>Extra Service</td>
<td>42</td>
<td>53</td>
<td>187</td>
<td>209</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>513</strong></td>
<td><strong>1,111</strong></td>
<td><strong>3,487</strong></td>
<td><strong>4,749</strong></td>
</tr>
</tbody>
</table>
### Field Activities - Calls for Service by Jurisdiction

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>APR 2020</th>
<th>APR 2019</th>
<th>YTD 2020</th>
<th>YTD 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bartonville</td>
<td>17</td>
<td>29</td>
<td>112</td>
<td>104</td>
</tr>
<tr>
<td>Bellevue</td>
<td>5</td>
<td>5</td>
<td>32</td>
<td>21</td>
</tr>
<tr>
<td>Brimfield</td>
<td>0</td>
<td>4</td>
<td>6</td>
<td>32</td>
</tr>
<tr>
<td>Chillicothe</td>
<td>17</td>
<td>47</td>
<td>76</td>
<td>173</td>
</tr>
<tr>
<td>City of Peoria</td>
<td>376</td>
<td>859</td>
<td>2,584</td>
<td>3,465</td>
</tr>
<tr>
<td>Unincorporated</td>
<td>50</td>
<td>94</td>
<td>368</td>
<td>442</td>
</tr>
<tr>
<td>Dunlap</td>
<td>7</td>
<td>2</td>
<td>37</td>
<td>41</td>
</tr>
<tr>
<td>Elmwood</td>
<td>1</td>
<td>4</td>
<td>6</td>
<td>5</td>
</tr>
<tr>
<td>Glasford</td>
<td>1</td>
<td>0</td>
<td>27</td>
<td>18</td>
</tr>
<tr>
<td>Hanna City</td>
<td>0</td>
<td>1</td>
<td>13</td>
<td>28</td>
</tr>
<tr>
<td>Kingston Mines</td>
<td>0</td>
<td>0</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>Mapleton</td>
<td>3</td>
<td>2</td>
<td>13</td>
<td>30</td>
</tr>
<tr>
<td>Norwood</td>
<td>0</td>
<td>6</td>
<td>18</td>
<td>13</td>
</tr>
<tr>
<td>Out of County</td>
<td>1</td>
<td>0</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Peoria Heights</td>
<td>11</td>
<td>31</td>
<td>81</td>
<td>216</td>
</tr>
<tr>
<td>Princeville</td>
<td>1</td>
<td>0</td>
<td>6</td>
<td>25</td>
</tr>
<tr>
<td>Tazewell County</td>
<td>0</td>
<td>6</td>
<td>18</td>
<td>26</td>
</tr>
<tr>
<td>West Peoria</td>
<td>23</td>
<td>21</td>
<td>84</td>
<td>106</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>513</td>
<td>1,111</td>
<td>3,487</td>
<td>4,749</td>
</tr>
</tbody>
</table>
Significant Events (Incident Reports)

- COVID-19
  - Resources released as of May 14, 2020 from the Peoria Co./City of Peoria EOC:
    - First Responders:
      - Coveralls – 427
      - Disinfection Kits – 2
      - Procedural/Surgical Mask – 11,100
      - Face Shields – 2048
      - Gloves – 25,860
      - Gowns – 1350
      - Infrared Thermometers – 145
      - Marquis XT Alcohol Antiseptic 80% - 48
      - N95 Respirators – 8070
      - PPE Kits – 340
      - Safety Glasses – 2440
    - Long-term Care:
      - Blood Pressure Cuffs – 4
      - Booties – 650
      - Coveralls – 620
      - Disinfection Kits – 14
      - Procedural/Surgical Mask – 18,300
      - Face Shields – 1022
      - Gloves – 18,640
      - Gowns – 1076
      - Hand Sanitizer Packets – 3000
      - Infrared Thermometers – 30
      - Marquis XT Alcohol Antiseptic 80% - 996
      - N95 Respirators – 6505
      - PPE Kits – 80
      - Safety Glasses – 240
    - Assisted Living
      - Booties – 100
      - Coveralls – 75
      - Procedural/Surgical Mask – 3550
      - Face Shields – 220
      - Gloves – 5500
      - Gowns – 42
      - Infrared Thermometers – 5
- Marquis XT Alcohol Antiseptic 80% - 240
- N95 Respirators – 630
- Safety Glasses – 84

**Hospitals**
- Procedural/Surgical Mask – 10,300
- Gloves – 300
- Gowns – 156
- Infrared Thermometers – 6
- N95 Respirators – 6240

**Congregate Housing**
- Blood Pressure Cuffs – 4
- Booties – 350
- Coveralls – 160
- Disinfection Kits – 37
- Procedural/Surgical Mask – 6800
- Face Shields – 495
- First Aid Kits - 3
- Gloves – 6100
- Gowns – 175
- Hand Sanitizer (2 oz.) – 143
- Hand Sanitizer Packets – 7000
- Infrared Thermometers – 48
- Marquis XT Alcohol Antiseptic 80% - 486
- N95 Respirators – 1895
- PPE Kits – 140
- Safety Glasses – 432

**Peoria County (Administration/Courts/Public Health)**
- Procedural/Surgical Mask – 150
- Face Shields – 2
- Gloves – 800
- Infrared Thermometers - 20
- Marquis XT Alcohol Antiseptic 80% - 24
- N95 Respirators – 150

**Healthcare (Misc.)**
- Coveralls – 25
- Disinfection Kits – 6
- Procedural/Surgical Mask – 1050
- Face Shields –415
- Gloves – 3800
- Gowns – 90
- Infrared Thermometers – 34
- Marquis XT Alcohol Antiseptic 80% - 264
- N95 Respirators – 1080
• Safety Glasses – 168

**Home Health**
- Disinfection Kits – 10
- Procedural/Surgical Mask – 500
- Face Shields – 20
- Gloves – 500
- Gowns – 123
- Hand Sanitizer Packets – 1000
- Infrared Thermometers – 1
- Marquis XT Alcohol Antiseptic 80% - 24
- N95 Respirators – 895
- Safety Glasses – 24

**Federally Qualified Health Center**
- Coveralls – 30
- Procedural/Surgical Mask – 3550
- Face Shields – 280
- Gloves – 400
- Gowns – 70
- Hand Sanitizer Packets – 3000
- Infrared Thermometers – 3
- Marquis XT Alcohol Antiseptic 80% -72
- N95 Respirators – 270

**Meat Processing Industry**
- Procedural/Surgical Mask – 200
- Face Shields – 100
- Infrared Thermometers – 3
- Marquis XT Alcohol Antiseptic 80% - 120
- Safety Glasses – 250

**Social Service**
- Disinfection Kits – 3
- Procedural/Surgical Mask – 2250
- Face Shields – 1022
- Gloves – 1900
- Gowns – 1076
- Hand Sanitizer (2 oz.) – 156
- Hand Sanitizer Packets – 5000
- Infrared Thermometers – 2
- Marquis XT Alcohol Antiseptic 80% - 216
- N95 Respirators – 220
- PPE Kits – 80
- Safety Glasses – 12

○ Disaster Declaration Issued – 03/18/2020
○ Daily Situational Reports submitted to IEMA effective 03/18/2020
Peoria Co./City of Peoria Emergency Operations Center Activation – 03/04/2020
  - EOC Briefs – 04/20/2020, 04/24/2020, 04/27/2020, 05/01/2020, 05/08/2020, 05/15/2020

COVID-19: IDPH Situational Update – 04/22/2020, 04/29/2020, 05/06/2020, 05/13/2020

COVID-19: IDPH Peoria Regional Call – 04/23/2020, 04/30/2020, 05/07/2020, 05/14/2020

COVID-19: Tri-County Local EMA’s -
  - COVID-19: IEMA Deputy Director Update – 04/24/2020, 05/01/2020, 05/08/2020, 05/15/2020
  - COVID-19: IEMA Strategic Operations Strategy Call – 05/08/2020
  - COVID-19: IEMA Logistics Call – 04/21/2020, 04/28/2020, 05/05/2020
  - COVID-19: IEMA Region 6 Local EMA Huddle – 04/30/2020
  - COVID-19: NACCHO Workgroups Call – 04/23/2020, 04/30/2020, 05/07/2020, 05/14/2020
  - COVID-19: Housing Providers Call – 04/20/2020, 04/24/2020, 04/27/2020, 05/01/2020, 05/04/2020, 05/08/2020, 05/15/2020
  - COVID-19: Healthcare Providers Call – 04/20/2020, 04/24/2020, 04/27/2020, 05/01/2020, 05/04/2020, 05/08/2020, 05/15/2020
  - COVID-19: Chillicothe Township Call – 04/24/2020, 05/01/2020
  - COVID-19: Finance/Admin. FEMA Public Assistance Call – 04/29/2020
  - COVID-19: Continuity of Operations Plan Call – 05/07/2020

Peoria Co. Weather Spotter Activation on the following dates:
  - 04/28/2020 - Severe Weather Watch and Warning
    - One EMA Staff for 3 total hours
    - Nine EMA Weather Spotters for a total of 18 hours
    - Two Amateur Radio Emergency Services personnel for a total of 4 hours

Peoria Co. Severe Weather:
  - Straight line wind damage to Peoria Co. Highway North Facility

Peoria Co. Spring Flood:
  - Daily Situational Reports submitted to IEMA effective 05/18/2020
  - Acquisition of 5000 sandbags from IEMA for infrastructure protection and effort to maintain ingress/egress of roadways – 05/20/2020
    - Chillicothe Public Works – 2000
    - Chillicothe Township – 1000
    - Medina Township - 3000

Meeting Attendance
  - Tri-County Local Emergency Planning Committee (LEPC) Call – 04/21/2020

Drill/Exercise Participation
  - NA
Training Attendance

- NA

Grant Management

- Complex Coordinated Terrorism Attack (CCTA Grant)
  - CCTA Leadership Team Call – 04/29/2020

Equipment Status

- New radiator installed in generator at EMA Bunker

Facilities

- NA

Outreach

- NA

Misc.

- NA

County EMA Strategic Plan

- NA
May 21, 2020

Mr. Paul Rosenbohm
Chairman
Public Safety & Justice Committee

Honorable Paul P. Gilfillan
Chief Judge of the Tenth Judicial Circuit

Dear Chairman Rosenbohm & Chief Judge Gilfillan,

Please consider this the monthly report for the Public Defender’s Office of Peoria County for the months of March and April 2020. The Public Defender’s Office continues to serve the needs of indigent individuals in Peoria County charged with crimes and facing possible jail time and/or the potential loss of parental rights, including handling all appeals arising from adjudications seeking to terminate parental rights.

During this unprecedented time in responding to the COVID-19 pandemic, though the courthouse has been closed to the public and regular court hours have been disrupted, the work of the public defenders in this county has been business as usual. Our office has continued communicating with clients, receiving new appointments by judges, receiving and propounding discovery, drafting and filing motions and other pleadings, resolving cases through negotiated pleas and preparing cases for the eventual and inevitable return to a time when trials will be held. We firmly hold the expectation that once trials resume, our attorneys will be prepared for trials, despite this pause.

For consideration, I have included in this report the usual statistics offered to give the committee a sense of the volume of cases handled by our office. However, it is critical to note that these statistics are not the whole story. Without stating the obvious, each case we handle is different and each comes with different facts and our clients come with different needs, expectations and personalities. It bears mentioning that though it eludes accurate quantitative measure, a single difficult case with complex facts and one with significant penalties (e.g., first degree murder, armed robbery, home invasion) routinely requires significantly more dedication of resources than do multiple cases which are less complex and which carry lesser penalties (e.g., retail theft, unlawful possession of a controlled substance). In 2019, for example, the public defender’s office was appointed to represent 9 separate defendants charged with first degree murder. I believe that consideration must be given to the demands of the courts in addition to the statistical data provided in order to fully capture the work of this office.
The data below, from March and April, will largely be unchanged between the months as court proceedings were interrupted and suspended for most of that time period. Additionally, since there were very few first appearances, a vast majority of newly-filed cases have not yet been assigned to this office.

**February-April 2020 Public Defender Statistical Data**

<table>
<thead>
<tr>
<th>Division</th>
<th>Pending Case Total (Jan. 2020)</th>
<th>Pending Case Total (Feb. 2020)</th>
<th>Pending Case Total (Mar. 2020)</th>
<th>Pending Case Total (April 2020)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felony</td>
<td>459</td>
<td>466</td>
<td>494</td>
<td>505</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>771</td>
<td>844</td>
<td>908</td>
<td>912</td>
</tr>
<tr>
<td>DUI</td>
<td>336</td>
<td>339</td>
<td>341</td>
<td>341</td>
</tr>
<tr>
<td>Traffic</td>
<td>3892</td>
<td>3920</td>
<td>3942</td>
<td>3946</td>
</tr>
<tr>
<td>Juvenile Abuse &amp; Neglect</td>
<td>542</td>
<td>518</td>
<td>520</td>
<td>520</td>
</tr>
<tr>
<td>Juvenile Delinquency</td>
<td>209</td>
<td>216</td>
<td>211</td>
<td>194</td>
</tr>
<tr>
<td>Drug Court</td>
<td>43</td>
<td>42</td>
<td>42</td>
<td>42</td>
</tr>
<tr>
<td>Mental Health Court</td>
<td>33</td>
<td>39</td>
<td>40</td>
<td>40</td>
</tr>
<tr>
<td>Veteran’s Court</td>
<td>7</td>
<td>6</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Post-Conviction</td>
<td>52</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
</tbody>
</table>

I appreciate the opportunity to serve you and the County. Please do not hesitate to contact me with questions or for discussion.

Very Truly Yours,

Nathan R. Bach
ISSUE:

The Sheriff’s Office has applied for and been awarded funding from the Department of Justice for preventing, preparing for, and responding to the COVID-19 pandemic.

BACKGROUND/DISCUSSION:

The CARES Act provides assistance to State and Local Law Enforcement to prevent, prepare for, and respond to the COVID-19 crisis. The funding was allocated across the Country pursuant to the formula allocation (adjusted in proportion to the relative amounts statutorily designated therefor) that was used in fiscal year 2019 for the Edward Byrne Memorial Justice Assistance Grant program. The Sheriff’s Office’s allocation under this program is $58,008 which was made available as a grant.

The grant has now been applied for and awarded to the Sheriff’s Office. The funds will be used to supplement the budget for personal protective equipment, soap, and sanitizing agents for staff and for the jail. The funding can also be used to supplement the overtime budget when the shift replacement is needed for preventing the spread of COVID-19. The period of this funding is two years beginning on 20 January 2020.
STAFF RECOMMENDATION:

Authorize the County Sheriff, with the approval of the SAO, to complete the agreement with The Department of Justice.

COUNTY BOARD GOALS:

[Diagram: Financial Stability]

COMMITTEE’S ACTION

PREPARED BY:  Randy Brunner, Finance Director, Peoria County Sheriff’s Office

DATE:  18 May 2020
April 14, 2020

Sheriff Brian Asbell  
Peoria County  
301 N. Maxwell Rd.  
Peoria, IL 61604-5280

Dear Sheriff Asbell:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by Peoria County for an award under the OJP funding opportunity entitled “BJA FY 20 Coronavirus Emergency Supplemental Funding Program.” The approved award amount is $58,008. These funds are for the project entitled Peoria County Sheriff COVID-19 Relief.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should Peoria County accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Kerri Vitalo-Logan, Program Manager at (202) 353-9074; and

- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan  
Principal Deputy Assistant Attorney General

Encl.
April 14, 2020

Sheriff Brian Asbell
Peoria County
301 N. Maxwell Rd.
Peoria, IL 61604-5280

Dear Sheriff Asbell:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
    Financial Analyst
1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
Peoria County
301 N. Maxwell Rd.
Peoria, IL 61604-5280

4. AWARD NUMBER: 2020-VD-BX-0038

2a. GRANTEE IRS/VENDOR NO.
376001765

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022

2b. GRANTEE DUNS NO.
782195846

BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 04/14/2020

8. SUPPLEMENT NUMBER 00

7. ACTION Initial

9. PREVIOUS AWARD AMOUNT $0

10. AMOUNT OF THIS AWARD $58,008

11. TOTAL AWARD $58,008

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 FY20 (BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT
GPRS

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
Brian Asbell
Sheriff

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

20. ACCOUNTING CLASSIFICATION CODES
FISCAL YEAR CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT
X B VD 80 00 00 58008

21. VVDUGT0079
SPECIAL CONDITIONS

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 assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

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 an assurance or certification 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 U.S. 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 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

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

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 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 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 2019 award.

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

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

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

3. Compliance with DOJ Grants Financial Guide

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

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. 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, 2018, 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, 2018, will satisfy this condition.

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

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

6. 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.
7. Requirement to report potentially duplicative funding

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

8. 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).
SPECIAL CONDITIONS

9. Employment eligibility verification for hiring under the award

   1. The recipient (and any subrecipient at any tier) must--

      A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

      B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

         (1) this award requirement for verification of employment eligibility, and

         (2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

      C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

      D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

   2. Monitoring

      The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

   3. Allowable costs

      To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

   4. Rules of construction

      A. Staff involved in the hiring process

         For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

      B. Employment eligibility confirmation with E-Verify

         For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

         C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

         D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or
SPECIAL CONDITIONS

any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. 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.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.
SPECIAL CONDITIONS

13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.
SPECIAL CONDITIONS

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

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

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

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

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

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

17. 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.

18. OJP Training Guiding Principles

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

19. 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.

20. 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.

21. 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.

22. 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."

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

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

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

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.
SPECIAL CONDITIONS

24. Restrictions on "lobbying"

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

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

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

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) 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 that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.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.

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

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

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select “Submit Report Online”); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

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

27. 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

28. 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.

29. 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.

30. 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.

31. Signing Authority

This award must be signed by an authorized official of the applicant State, local, or tribal government, on behalf of that applicant State, unit of local government, or Tribe, unless the applicant designates an organizational unit to apply on its behalf. For example, if designated by a unit of local government, a Police Department or Sheriff's Office (or similar agency) may apply on behalf of the applicant jurisdiction, as long as the department, office, or agency is listed as the organizational unit on the SF-424. In that case, the head of the designated organizational unit (such as a Police Chief or Sheriff) may sign the award. Documentation of the designation by the appropriate governing body must be retained by the grant recipient.

32. The "Emergency Appropriations for Coronavirus Health Response and Agency Operations" law (Public Law 116-136) includes definitions, reporting requirements, and certain other provisions that apply (whether in whole or in part) to this award. In addition, consistent with the CESF Program's purposes, which involve preparing for, preventing, and responding to the coronavirus national emergency, OJP will provide notice of any additional CESF program-specific grants administrative requirements on an award page, accessible at https://www.ojp.gov/funding/explore/CESF-program-specific-condition, that is incorporated by reference here.
SPECIAL CONDITIONS

33. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

34. FFATA reporting: Subawards and executive compensation

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 web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

35. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

36. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

37. Justice Information Sharing

Recipients are encouraged to comply any information-sharing projects funded under this award with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) is encouraged to conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information.

38. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity.
SPECIAL CONDITIONS

39. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA. The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are: a. New construction; b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places; c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories. The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations. Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40. Establishment of interest-bearing account

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish an interest-bearing account dedicated specifically to this award. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The award funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Coronavirus Emergency Supplemental Funding (CESF) program. The recipient also agrees to obligate the award funds in the account (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

41. Expenditures requiring prior approval

No funds under this award may be expended on individual items costing $500,000 or more, or to purchase Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV) without prior written approval from BJA. Prior approval must be obtained post-award, through the submission and approval of a Grant Adjustment Notice (GAN) through OJP’s Grant Management System (GMS).
SPECIAL CONDITIONS

42. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after January 20, 2020

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (January 20, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds.

43. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

44. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx.
Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Peoria County

The Coronavirus Emergency Supplemental Funding (CESF) Program allows eligible states, local units of government, and tribes to support a broad range of activities including preventing, preparing for, and responding to the coronavirus.

All recipients of CESF funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a sub-grantee or third party.

BJA’s expectation is that none of the following activities will be conducted whether under this federal award or a related third party action:

(1) New construction
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species
(3) A renovation that will change the basic prior use of a facility or significantly change its size
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment
(5) Implementation of a program involving the use of chemicals (including the identification, seizure, or closure of clandestine methamphetamine laboratories) other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments.

Consequently, the subject federal action meets the Office of Justice Programs’ criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

If, however, award funds are proposed to be used for any of the enumerated projects or activities above, grant recipients must contact their grant manager, and receive written approval prior to commencing that project or activity.

Questions about this determination may be directed to your grant manager or Orbin Terry, Environmental Coordinator for BJA.
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. STAFF CONTACT (Name &amp; telephone number)</td>
<td>2. PROJECT DIRECTOR (Name, address &amp; telephone number)</td>
</tr>
<tr>
<td>Kerri Vitalo-Logan</td>
<td>Christopher Schachtrup</td>
</tr>
<tr>
<td>(202) 353-9074</td>
<td>Special Projects Analyst</td>
</tr>
<tr>
<td></td>
<td>301 N Maxwell Rd</td>
</tr>
<tr>
<td></td>
<td>Peoria, IL 61604-5280</td>
</tr>
<tr>
<td></td>
<td>(309) 634-4459</td>
</tr>
<tr>
<td>3a. TITLE OF THE PROGRAM</td>
<td>3b. POMS CODE (SEE INSTRUCTIONS ON REVERSE)</td>
</tr>
<tr>
<td>BJA FY 20 Coronavirus Emergency Supplemental Funding Program</td>
<td></td>
</tr>
<tr>
<td>4. TITLE OF PROJECT</td>
<td>Peoria County Sheriff COVID-19 Relief</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>5. NAME &amp; ADDRESS OF GRANTEE</td>
<td>6. NAME &amp; ADDRESS OF SUBGRANTEE</td>
</tr>
<tr>
<td>Peoria County</td>
<td>Peoria County</td>
</tr>
<tr>
<td>301 N. Maxwell Rd.</td>
<td>301 N. Maxwell Rd.</td>
</tr>
<tr>
<td>Peoria, IL 61604-5280</td>
<td>Peoria, IL 61604-5280</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>7. PROGRAM PERIOD</td>
<td>8. BUDGET PERIOD</td>
</tr>
<tr>
<td>FROM: 01/20/2020</td>
<td>FROM: 01/20/2020</td>
</tr>
<tr>
<td>TO: 01/31/2022</td>
<td>TO: 01/31/2022</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>9. AMOUNT OF AWARD</td>
<td>10. DATE OF AWARD</td>
</tr>
<tr>
<td>$ 58,008</td>
<td>04/14/2020</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>11. SECOND YEAR'S BUDGET</td>
<td>12. SECOND YEAR’S BUDGET AMOUNT</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>13. THIRD YEAR’S BUDGET PERIOD</td>
<td>14. THIRD YEAR’S BUDGET AMOUNT</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</td>
<td></td>
</tr>
<tr>
<td>The Coronavirus Emergency Supplemental Funding (CESF) Program allows States, U.S. Territories, the District of Columbia, units of local government, and federally recognized tribal governments to support a broad range of activities to prevent, prepare for, and respond to the coronavirus. Funded projects or initiatives may include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.</td>
<td></td>
</tr>
<tr>
<td>NCA/NCF</td>
<td></td>
</tr>
</tbody>
</table>
TO THE HONORABLE COUNTY BOARD

COUNTY OF PEORIA, ILLINOIS

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

RE:      Sheriff’s Office COVID-19 Relief Grant

RESOLUTION

Whereas, The CARES Act provides funding to State Local Law Enforcement to prevent, prepare for, and respond to the COVID-19 pandemic; and

Whereas, The Peoria County Sheriff’s Office’s allocation is $58,008 which was made available through a Department of Justice Grant; and

Whereas, the grant has now been applied for and awarded to the Sheriff’s Office.

Now Therefore be it Resolved, by the County Board of Peoria County that the Peoria County Sheriff or his designee are hereby authorized and directed to execute the documents necessary to complete the agreement with the Department of Justice, and that Fifty Eight Thousand and Eight Dollars ($58,008) be appropriated into revenue line 001-1-012-3-354-33120 in the Sheriff’s Office budget, and that Thirty Nine Thousand Three Hundred Ninety Seven Dollars ($39,397) be appropriated into the expense line 001-1-012-3-354-51060 in the Sheriff’s office budget; that Seven Thousand Two Hundred Four Dollars ($7,204) be appropriated into the expense line 001-1-012-3-354-51501 into the Sheriff’s Office budget; that Two Thousand Nine Hundred Thirteen Dollars ($2,913) be appropriated into the expense line 001-1-012-3-354-51510 into the Sheriff’s Office budget; and that Eight Thousand Four Hundred Ninety Four Dollars ($8,494) be appropriated into the expense line 001-1-012-3-354-52400 into the Sheriff’s Office budget.

RESPECTFULLY SUBMITTED
Public Safety and Justice Committee
ISSUE:
FY 2020 – IDOT STEP Award (Sustained Traffic Enforcement Program)

BACKGROUND/DISCUSSION:

Peoria County Sheriff’s Office has received this award annually for the past several years. The IDOT STEP Award (Sustained Traffic Enforcement Program) reimburses local law enforcement for enhanced traffic enforcement efforts during holiday periods. The FY 2019 award amount was $24,228 and as was done in the past several years, the PCSO included these amounts in our annual budgets and did not ask for additional funding to reflect the grant award. However, the amount awarded by IDOT for FY 2020 was increased substantially to $65,100 and this increase in funding, along with recent budget cuts, makes it necessary to ask that this additional amount of funding of approximately $41,000 be appropriated into our FY 2020 budget to account for the additional revenue and expenses under this grant award. The Sheriff’s Office is asking the additional of amount of $41,000 be appropriated into our budget in FY 2020 into the line items above.

COUNTY BOARD GOALS:

EFFECTIVE SERVICE DELIVERY
FINANCIAL STABILITY

STAFF RECOMMENDATION:

To appropriate the additional amount of FY 2020 IDOT STEP funding - revenue and associated expenses as listed above into the FY 2020 Sheriff’s Office budget.

COMMITTEE ACTION:

PREPARED BY: Randy Brunner, Finance Director
DEPARTMENT: Peoria County Sheriff’s Office
DATE: May 18, 2020
INTER-GOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

COUNTY OF PEORIA

The ILLINOIS DEPARTMENT OF TRANSPORTATION (Grantor) with its principal office at 2300 S. Dirksen Parkway, Springfield, IL 62764, and County of Peoria (Grantee) with its principal address at 324 Main Street, Room 502, Peoria, IL 61602, and payment address (if different than principal office) at N/A, hereby enter into this Inter-Governmental Grant Agreement (Agreement), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number: SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 071436208 is Grantee's correct DUNS number, 376001763 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

- [ ] Individual
- [ ] Sole Proprietorship
- [ ] Partnership
- [ ] Corporation (includes Not for Profit)
- [ ] Medical Corporation
- [x] 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.

RECEIVED

SEP 23, 2019

Safety Programs
& Engineering
1.2 **Amount of Agreement.** Grant Funds (check one) ☐ shall not exceed or ☑ are estimated to be $65,100.00, of which $65,100.00 are federal funds. Grantee agrees to accept Grantor’s payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is ____________, 69A37519300004020IL0, the federal awarding agency is National Highway Traffic Safety Administration ____________________________, and the federal award date is 11/06/18. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is State and Community Highway Safety/National Priority Safety Programs and the Number is 20.600__________________________. The Catalog of State Financial Assistance (CSFA) Number is 494-10-0343. The State Award Identification Number is 343-15873.

1.4 **Term.** This Agreement shall be effective 10/01/2019 and shall expire on 09/30/2020 unless terminated pursuant to this Agreement.

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

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK
Agreement No. OP-20-0029, 04-02

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

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

Illinois Department of Transportation

By: [Signature]
Signature of Head of Grantor

By: [Signature]
Signature of Designee

Date: 9-23-19

Printed Name: Cynthia L. Watters, Bureau Chief
Printed Title: Office of Safety Programs & Engineering
Desigee

By: [Signature]
Signature of First Other Approver's Name and Title

By: [Signature]
Signature of Designee

Date: 

Printed Name: Joanne Woodworth
Printed Title: Chief Fiscal Officer
Desigee

By: [Signature]
Signature of Second Other Approver's Name and Title

By: [Signature]
Signature of Designee

Date: 

Printed Name: Philip Kaufmann
Printed Title: Chief Counsel
Desigee

By: [Signature]
Signature of Third Other Approver's Name and Title

By: [Signature]
Signature of Designee

Date: 

Printed Name: Paul Loete, P.E.
Printed Title: Director of Project Implementation
Desigee

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

By: [Signature]
Signature of Designee

Date: 

Printed Name: 
Printed Title: 
Desigee

County of Peoria

By: [Signature]
Signature of Authorized Representative

Date: 

Printed Name: Joseph Needham, Douglas M. Gaa
Printed Title: Chief Deputy
Email: jneedham@peoriacounty.org

By: [Signature]
Signature of Authorized Representative

Date: 

Printed Name: 
Printed Title: 
Email: 

State of Illinois
INTERGOVERNMENTAL GRANT AGREEMENT (U-IGA) FISCAL YEAR 2020 / 17 19
Page 3 of 40
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; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.
ARTICLE III

DEFINITIONS

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


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

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

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

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

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

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

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

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

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

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

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

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code Part 7000. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code Part 7000.
“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code Part 7000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the state of Illinois.

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

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code Part 7000.
4.1 **Availability of Appropriation: Sufficiency of Funds.** This Agreement is contingent upon and subject to the availability of sufficient funds. Grantee 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 Grantee by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 **Return of Grant Funds.** Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. All obligations regarding Grant Funds management shall survive this Agreement's termination or expiration. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

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

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

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

4.6 **Interest.**

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

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).
4.7 **Timely Billing Required.** Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in PART TWO, PART THREE, or Exhibit C. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor’s approval of Grantee’s request for an extension shall not be unreasonably withheld.

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

> By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V**

**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

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

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

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

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

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

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

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

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

ARTICLE VII
ALLOWABLE COSTS

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

7.2 Indirect Cost Rate Submission.

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

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

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

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

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

(iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.
(c) A Grantee who has a current, applicable rate negotiated by a cognizant federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

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

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

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

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

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

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

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

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

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

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

(c) Internal Control. Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.
(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

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

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

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

---

ARTICLE VIII

REQUIRED CERTIFICATIONS

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

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug-free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than $5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

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

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 378, Subpart C.

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

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

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

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

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

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.
(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

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

**ARTICLE IX**
**CRIMINAL DISCLOSURE**

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

**ARTICLE X**
**UNLAWFUL DISCRIMINATION**

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

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

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


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

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

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

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

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

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(/) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

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

ARTICLE XII
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.
12.3 **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

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

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1 **Required Periodic Financial Reports.** Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2 **Close-out Reports.**
   (a) Grantee shall submit a Close-out Report within 60 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 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b).
   (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 **Consolidated Year-End Financial Reports.**
   (a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.
   (b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:
      (i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee’s fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or
      (ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee’s fiscal year ending on or after June 30.
      These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.
   (c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee’s tax return.
   (d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.
(e) Consolidated Year-End Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

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

ARTICLE XIV

PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit based review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.328 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.


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


ARTICLE XV

AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/85(c); 44 Ill. Admin. Cost 7000.90.

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 report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of the peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.
(b) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than $750,000 in Federal Awards, Grantee is subject to the following audit requirements:

   (i) If, during its fiscal year, Grantee expends $500,000 or more in Federal and State Awards, singularly or in any combination, from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee’s risk profile.

   (ii) If, during its fiscal year, Grantee expends less than $500,000 in Federal and State Awards, singularly or in any combination, from all sources, but expends $300,000 or more in Federal and State Awards, singularly or in any combination from all sources, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

   (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of Federal and State Awards.

   (iv) If Grantee does not meet the requirements in subsections 15.2(b) and 15.2(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.3 **Performance of Audits.** For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the state of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to Generally Accepted Government Auditing standards or Generally Accepted Auditing standards, Grantee shall request and maintain on file a copy of the auditor’s most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

15.4 **Delinquent Reports.** Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available. Otherwise, Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

**ARTICLE XVI**

**TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1 **Termination.**

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

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

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

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

   (iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or
16.2 **Suspension.** Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee’s failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 **Non-compliance.** If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.4 **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee’s non-compliance, Grantor may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341; 44 Ill. Admin. Code §§ 7000.80, 7000.260.

16.5 **Effects of Suspension and Termination.**
(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
   (i) Grantor expressly authorizes them in the notice of suspension or termination; and
   (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

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

**ARTICLE XVII**

**SUBCONTRACTS/SUB-GRAANTS**

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

17.2 **Application of Terms.** Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.

17.3 **Liability as Guarantor.** Grantee shall be liable as guarantor for any Grant Funds it lawfully obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds.
ARTICLE XVIII
NOTICE OF CHANGE

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, federal employer identification number (FEIN), DUNS number, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantor's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX
STRUCTURAL ORGANIZATION

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its governance structure. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.
ARTICLE XXI
CONFLICT OF INTEREST

21.1  Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2  Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or $106,447.20 (30 ILCS 500/50-13). An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

21.3  Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII
EQUIPMENT OR PROPERTY

22.1  Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole or in part with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439. Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2  Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3  Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310-200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable federal and state statutes and executive orders.

22.4  Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within the Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1  Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.
23.2 **Prior Notification/Release of Information.** Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV**

**INSURANCE**

24.1 **Maintenance of Insurance.** Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 **Claims.** If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV**

**LAWSUITS**

25.1 **Independent Contractor.** Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or state of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 **Liability.** Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this agreement, unless such liability is imposed by law. This agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI**

**MISCELLANEOUS**

26.1 **Gift Ban.** Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 **Access to Internet.** Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 **Exhibits and Attachments.** Exhibits A through G, **PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 **Assignment Prohibited.** Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5 **Amendments.** This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6 **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
26.7 No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws, including, without limitation, federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including final indirect cost rate adjustments, including those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

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

PROJECT DESCRIPTION

<table>
<thead>
<tr>
<th>CSFA Number</th>
<th>NOSA/SAIN Number</th>
<th>GATA Registration Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>494-10-0343</td>
<td>343-15873</td>
<td>671683</td>
</tr>
</tbody>
</table>

The Sustained Traffic Enforcement Program (STEP) grant helps Illinois maximize the effect of sustained, stepped-up, year-long traffic enforcement. The STEP program focuses on specific times of the year and day when data shows alcohol-involved and unbuckled fatalities are highest. The increased enforcement details conducted during these times raises the perception of offenders getting caught and deters potential impaired drivers and potential unbuckled drivers and passengers. The STEP grants also use strong media efforts in conjunction with increased enforcement to make a positive impact on reducing serious injuries and fatalities on Illinois roadways. The goals of these enforcement grants are to save lives and reduce injuries resulting from motor vehicle crashes caused by impaired driving, improper seat belt usage, distracted driving, and speeding.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, and performance measures as specified in the Attachment (BSPE 411) of the FFY20 application packet for NOFO 20-0343-02. The funding shall be used as per the agreed upon budget pending the FFY20 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measured. Such will be documented when submitting the BSPE 205 Local/State Mobilizations Data Collection form per directions in Exhibit B. The funding shall be issued as per the agreed upon budget pending the FFY20 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the grant agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and are funded on a reimbursement basis per the requirements set forth in Exhibit C of this Agreement. The STEP grant funding line items eligible for reimbursement are personnel services, equipment, supplies, and indirect costs (where approved rate has been established prior to the execution of this Agreement).
EXHIBIT B

DELIVERABLES OR MILESTONES

I. The Grantee shall submit the BSPE 205 Local/State Mobilizations Data Collection form within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 Local/State Mobilizations Data Collection Form must be submitted after the following all campaigns, including but not limited to: Halloween; Thanksgiving; Christmas/New Year’s; Super Bowl; St. Patrick’s Day; Memorial Day; Independence Day; and Labor Day. The information in the BSPE 205 Local/State Mobilizations Data Collection form must accurately reflect the duties performed during the campaign. All BSPE 205 Local/State Mobilization Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. The Grantee shall adhere to the following for STEP grant funding:
(a) Conduct at least six (6) and up to 52 enforcement campaigns. All impaired driving patrols must have a primary emphasis on increased enforcement of impaired driving laws and secondary enforcement emphasis on speed, occupant protection and distracted driving laws. All occupant protection patrols must have a primary emphasis on increased enforcement of occupant restraint laws and secondary enforcement emphasis on impaired driving laws, speed and distracted driving laws. All speeding patrols must have a primary emphasis on increased enforcement of speeding laws and secondary enforcement emphasis on impaired driving, occupant protection and distracted driving laws.
(b) Each STEP enforcement campaign, whether holiday or additional enforcement, must:
(i) Conduct pre-enforcement activities including but not limited to: news releases; TV interviews; media events; and community education;
(ii) Complete campaign activities. Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be spread out over the enforcement campaign period during times of high crash incidence.
(iii) Send post-enforcement news releases to highlight campaign effectiveness including but not limited to: number of citations written and hours patrolled.
(iv) Obtain and collect data from enforcement campaign. Report this information on the BSPE 205 Local/State Mobilizations Data Collection form. The BSPE 205 Local/State Mobilizations Data Collection form is due for collection on the date listed for the specific campaign on the enforcement campaign calendar. For additional campaigns, the report is due within two (2) weeks or fourteen (14) calendar days after the completion of each campaign and shall be submitted via email to DOT.BSPEDATA@illinois.gov.

III. The grants funding opportunities under NOFO 20-0343-02 are funded by NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Fixing America’s Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to STEP grant funding. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis. The specifics for reporting the BoBS 2832- whether quarterly or monthly- are listed in Exhibit G of this Agreement. The required reporting of the BoBS 2832 was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

Quarterly reports are due no later than 5:00 P.M. on: January 30, 2020; April 30, 2020; July 30, 2020; and the final report on October 30, 2020. Quarterly reports will consist of: Quarter 1 (October 1, 2019- December 31, 2019 due January 30, 2020); Quarter 2 (January 1, 2020- March 1, 2020 due April 30, 2020); Quarter 3 (April 1, 2020- June 30, 2020 due January 30, 2020); and Quarter 4 (July 1, 2020- September 30, 2020 due October 30, 2020). The Grantee must submit the BoBS 2832 on or before the corresponding quarterly due dates even in the event that the Agreement is not fully executed until after the October 1, 2019 federal fiscal year start date. In the event that an Agreement is not fully executed until after the October 1, 2019, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

2020. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2019 due November 30, 2019; November 2019 due December 30, 2019; December 2019 due January 30, 2020; January 2020 due March 1, 2020; February 2020 due March 30, 2020; March 2020 due April 30, 2020; April 2020 due May 30, 2020; May 2020 due June 30, 2020; June 2020 due July 30, 2020; July 2020 due August 30, 2020; August 2020 due September 30, 2020; and September 2020 due October 30, 2020. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit D. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit D of this Agreement a minimum of twenty-four (24) hours prior to the submission date.

V. Requirements for Mandatory Campaigns
(a) Participation in the following holiday campaigns:
   - Thanksgiving (Occupant Protection)
   - Christmas/New Year's (Impaired Driving)
   - St. Patrick's Day (Impaired Driving)
   - Memorial Day (Occupant Protection)
   - Independence Day (Impaired Driving)
   - Labor Day (Impaired Driving)

(b) Occupant protection
   - Enforcement requires a minimum of 50 percent of overall patrol hours be conducted between 6:00 p.m. and 6:00 a.m. on a weekend outside of the scheduled holiday campaigns. Patrol hours may be extended providing pre-approval is given by the assigned IDOT Safety Grant Administrator (GA).

   - Additional occupant protection hours may be extended to other hours of the day/or additional weekdays, providing pre-approval is given by the assigned GA. Justification for this patrol exception must be given in writing prior to undertaking patrols during this alternate time frame.

(c) Impaired driving
   - Patrol hours must occur between 6:00 p.m. and 6:00 a.m. except daytime patrol hours can be conducted by DRE and ARIDE-TRAINED OFFICERS ONLY between the hours of 6:00 a.m. and 6:00 p.m. This exception can only occur with pre-approval by the assigned IDOT Safety Grant Administrator (GA).

   - Officers participating in grant-funded Daytime Impaired Driving Patrols must provide prior to working the detail, proof of either his/her current DRE Certification or proof of completion of ARIDE training.

   - Additional impaired driving patrol hours, including roadside safety checks, may occur 6:00 p.m. to 6:00 a.m. on additional weekdays, providing pre-approval is given by the assigned GA. Justification for this patrol exception must be given in writing prior to undertaking patrols during this alternate time frame.

   - Officers participating in grant-funded DRE Callouts must provide prior to working the detail, proof of his/her current DRE Certification.

   - All officers conducting grant-funded, alcohol-related enforcement must be trained in the Standardized Field Sobriety Test (SFST). Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course. To satisfy this requirement, officers must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training. These courses must be taught by certified SFST instructors. Note: A law enforcement agency may provide in-house training for its own officers conducted by officers from the same agency, provided the trainer is a certified ILETSB SFST instructor. Officers may also attend training at an agency other than their own if the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers who completed the training must be sent to the ILETSB. Upon request, law enforcement agencies must be able to produce verification of compliance with this requirement.
(d) Distracted Driving
Distracted Driving can be conducted at any time.

(e) Speeding
Speeding patrols can be conducted at any time.

(f) Additional/Optional Enforcement Campaigns
Agencies have the opportunity to receive funding for enforcement outside of the mandatory campaigns.
EXHIBIT C
PAYMENT

Grantee shall receive $65,100.00 under this agreement.

Enter specific terms of agreement here:

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

The Grantee shall submit all claims on the BSPE 500 STEP Claim for Reimbursement form.

All claims for reimbursement with supporting documentation and final reports are due to the Bureau of Safety Programs and Engineering by Monday, November 2, 2020 following the grant period. Failure to submit these documents by the required due date will significantly delay payment and may result in additional time and paperwork by filing through the Illinois Court of Claims should the claim be determined to be lapsed. Any expenditure made prior to the agreement approval date is the responsibility of the Grantee.

(a) Any invoices/bills issued by the Grantee to the Grantor pursuant to this Agreement shall be sent to the Grantor at:

Illinois Department of Transportation
Bureau of Safety Programs & Engineering
2300 Dirksen Parkway, Room: 005
Springfield, IL 62764

II. All claims and supporting documents shall be signed by an authorized representative of the Grantee.

(a) The claim must include:

(i) The Agreement Number.

(ii) Requests for reimbursement must be requested on the Grantee’s designated form.

(iii) Back up documentation, which may include invoices and receipts for expenditures must be submitted with each claim.

III. Review and Approval

(a) Upon submittal of a claim, the assigned Grantor contact listed in Exhibit D of this Agreement reviews and checks:

(i) Mathematical accuracy of the claim.

(ii) That requested reimbursement is consistent with items included in the approved budget.

(iii) That total amount requested for reimbursement is proportional to total amount budgeted.

(iv) That expenditures for each line item are less than or equal to the budgeted amounts and are allowable.

(v) Completion of the work.

(b) Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor contact listed in Exhibit D of this Agreement will contact the Grantee to resolve the issue so that payment can be made, assuming it is appropriate. This may include submission of a new or corrected claim by the Grantee.

(c) The assigned Grantor contact listed in Exhibit D of this Agreement will review and approve or reject the claim within 30 days of the Grantee’s submittal. If rejected, the claim will not be processed for payment until any revisions are approved by the Grantee.

IV. Manager Approval

(a) Once a claim is approved for payment, the Grantor’s Finance Manager processes the claim for payment by the Comptroller.

V. Send Payment

(a) Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to
the Grantee's Remittance Address listed on this Agreement.
CONTACT FOR NOTIFICATION

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Kathy Tolle
Title: Safety Grant Administrator
Address: 2300 S. Dirksen Parkway, Springfield, IL 62764
Phone: 217-557-5861
TTY#: N/A
Fax#: 217-524-1446
Email Address: Kathy.Tolle@illinois.gov

GRANTEE CONTACT

Name: John Huston
Title: Lieutenant
Address: 301 N. Maxwell Rd., Peoria, IL 61604-5280
Phone: 309-215-7869
TTY#: N/A
Fax#: N/A
Email Address: huston@peoriacounty.org

Additional Information:
The Grantee shall:

I. Improve highway safety through increased enforcement and media campaigns. The STEP enforcement program shall run from October 01, 2019- September 30, 2020 pending the FFY20 federal and FY20 state budgets, amounts, and dates. The Grantee shall submit the BSPE 205 Local/State Mobilization Data Collection form. The BSPE 205 Local/State Mobilization Data Collection form must be submitted within two (2) calendar weeks or fourteen (14) calendar days from the completion of each campaign. All BSPE 205 Local/State Mobilizations Data Collection forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. The grants funding opportunities under NOFO 20-0343-02 are funded by NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. This accounting system shall be used in the quarterly reports to include information concerning monetary performance measures as it relates to the final approved budget. The Grantee shall also adhere to all Fixing America’s Surface Transportation Act (FAST Act, P.L. 114-94) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the FAST Act rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

III. Respond to inquiries and/or requests by the assigned Grantor contact listed in Exhibit D of this Agreement and any authorized agent of the Grantor:
   (a) Respond within a maximum of five (5) business days.
   (b) Send all required documentation to DOT.TSgrants@illinois.gov or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.
   (c) Alert Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, and any authorized agent of the Grantor to any issue with accessing, retrieving, securing, procuring, or otherwise establishing necessary documentation as inquired or requested by the Grantor within a maximum of five (5) business days.
   (i) Official documentation of any and all issues must be submitted to DOT.TSgrants@illinois.gov or the email of the assigned Grantor contact listed in Exhibit D of this Agreement.

IV. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form as stated in Exhibits B and G of this Agreement.

V. Grantees receiving STEP grant funding adhere to:
   (a) Occupant Protection
      (i) A minimum of one (1) traffic citation for every 60 minutes of patrol.
      (ii) Fifty (50) percent should be for occupant protection violations. Front and back seat child and adult occupants.
      (iii) Maintain continual patrols per enforcement detail.

   (b) Impaired Driving
      (i) A minimum of one (1) traffic citation for every 60 minutes of patrol.
      (ii) A minimum of one DUI arrest for every fifteen (15) hours of patrol.
      (iii) Maintain continual patrols per enforcement detail.

   (c) Speeding
      (i) A minimum of two (2) traffic citations for every 60 minutes of patrol.
      (ii) Fifty (50) percent should be for speeding-related violations.
      (iii) Maintain continual patrols per enforcement detail.

   (d) Distracted Driving
      (i) A minimum of two (2) traffic citations for every 60 minutes of patrol.
      (ii) Fifty (50) percent should be for distracted driving violations.
      (iii) Maintain continual patrols per enforcement detail.
(e) Methods

(i) Each mandatory campaign must:

☐ Conduct pre- and post-enforcement activities. Examples: news releases; TV interviews; media events; community education; and court (prosecutors and judges) personnel; etc.

☐ Conduct the enforcement campaign for the minimum specified overtime hours. Patrols must be spread out over the enforcement campaign period during times of high crash incidence and continual patrolling is required during each shift worked.

☐ Obtain and collect data from campaign. Report this information on the BSPE 205 form.

- During the enforcement campaign, instructions shall be given on the desired outcomes for the enforcement campaign.

- Overtime traffic enforcement shall be provided for the specified hours spread throughout the enforcement period with an emphasis on impaired driving, occupant restraint, illegal use of an electronic device, and/or speeding laws.

- Officers are encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations.

- IDOT will provide materials to assist the Grantee in preparing public information campaigns and news releases.

- The Grantee may be asked to participate in promotional events and regional meetings at the request of BSPE.
EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

I. Increased program utilization as described in the Attachment (BSPE 411) of the application packet for NOFC 20-0343-02.

II. Electronic submission of the BSPE 205 Local/State Mobilization Data Collection form to DOT.BSPEDATA@illinois.gov within two (2) calendar weeks or fourteen (14) calendar days of the completion of each campaign.

III. The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

IV. Timeliness of corrective actions will be determined on a case-by-case basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, the assigned Grantor contact listed in Exhibit D of this Agreement, any authorized agent of the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.
   (a) The Grantee shall generate and maintain invoices, implementation plan documents and materials and all other related documents including, but not limited to, email and mail correspondence in addition to other materials as listed in this Agreement.
   (b) The Grantee is not permitted to file advance pay requests, but may file accurate quarterly advance pay requests no sooner than thirty (30) days prior to the start of the quarter for which an advance is requested.
   (c) The Grantee shall file accurate documentation to be compliant with Exhibits B and E in this Agreement.

V. Requirements concerning officers or deputies on hireback for STEP enforcement shall include:
   (a) Daily instructions shall be given at roll call outlining program objectives and enforcement performance measurements.
   (b) Local agencies shall utilize only Illinois Law Enforcement Training and Standards Board (ILETSB) certified police officers or deputies for the overtime enforcement.
   (c) All officers or deputies conducting grant-funded, alcohol-related enforcement patrols under this Agreement must be trained in the Standardized Field Sobriety Test (SFST).
      (i) Approved training in this area consists of the 24-hour National Highway Traffic Safety Administration (NHTSA), DWI Detection and SFST Course or other NHTSA/ILETSB-approved refresher course.
      (ii) To satisfy this requirement, officers and deputies must complete an ILETSB-accredited academy, a 24-hour SFST course or an SFST refresher course every four (4) years from the date of their last completed certified training.
      (iii) These courses must be taught by certified SFST instructors.
      (iv) A Grantee may provide in-house training for its own officers or deputies conducted by officers from the same agency, provided the trainer is a certified SFST instructor. Officers or deputies may also attend training at an agency other than their own as long as the training is conducted by a certified SFST instructor. In these situations, a class roster showing all officers or deputies who completed the training must be sent to the ILETSB. Upon request, the Grantee must be able to produce verification of compliance with this requirement.

VI. Requirements concerning STEP enforcement shall include:
   (a) Overtime traffic enforcement shall be provided for the specified hours spread throughout the enforcement period with an emphasis on impaired driving, occupant restraint, and/or speeding laws.
   (b) Officers are permitted and encouraged to issue multiple citations to drivers and/or passengers who have committed multiple violations such as: DUI, other alcohol-related offenses, failure to wear seat belt and/or properly restrain a child; speeding; or illegal use of an electronic device.

VII. Requirements concerning distribution of public information and/or media:
   (a) The Grantor will provide materials to assist the Grantee in preparing public information campaigns and news releases.
   (b) The Grantee must be prepared to participate in promotional events at the request of the Grantor.
   (c) Adhere to requirements set forth in Exhibit B in subsection II and subsection III of this Agreement.
   (d) Adhere to media requirements set forth in Section III in subsection III of this Agreement.
VIII. All required forms shall be submitted in accordance with this Agreement.
EXHIBIT G

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit G by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition. These specific conditions, as listed in the accepted Notice of State Award (NOSA), are based upon the grantees responses to the Fiscal and Administrative Risk Assessment (ICQ), the Programmatic Risk Assessment (PRA) and any pertinent Merit Based Review process (if applicable). Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

The Grantee shall submit the BoBS 2832 Grantee Required Reporting form on a regular basis as stated in Exhibits B and G of this Agreement.

Based on the risks below, the Grantee shall submit the BoBS 2832 Grantee Required Reporting form QUARTERLY.

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

Fiscal And Administrative:

I. Financial and Regulatory Reporting (2 CFR 200.327)
   Conditions: Requires more detailed reporting
   i. Log indicating report submittal due dates and actual report submittal dates with explanation if late. Undertake all steps to adhere to GAAP, supply the Grantor contact with a plan for said steps, and restate all financial statements as necessary for the given fiscal year.
   Corrective Action:
   Grantee shall provide all required reports on-time and without error. In addition, the Grantee shall implement performance measures that tie to financial data if not currently in place. Condition may be removed upon request after one year.

II. Audit (2 CFR 200.500)
   Conditions: Requires desk review of the status of implementation of corrective actions
   i. Requires desk review of the status of implementation of corrective actions.
   Corrective Action:
   Address all audit findings giving priority to significant deficiencies and material weaknesses by implementation of the corrective action plan. Condition may be removed upon request when corrective action is complete.

III. Subrecipient Monitoring and Management (2 CFR 200.330-332)
   Conditions: Requires technical support in the form of required training; Requires additional prior approvals
   i. Requires technical support in the form of required training. Grantee shall request prior approval from Grantor contact for any costs that deviate from approved budget.
   Corrective Action:
   Implementation of greater oversight and monitoring of sub-recipients including ensuring their compliance with State and Federal regulations. Conditions may be removed upon request after one year from the implementation of corrective action.

Programmatic:

N/A
PART TWO - THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, the Grantor has the following additional requirements for its Grantee:

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

**Ethics.**

A. Code of Conduct

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

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

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

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

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

**Dispute Resolution.** In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.
Agreement No. OP-20-0029, 04-02

Procurement Procedures/Employment of Grantor Personnel

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

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

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

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

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

($1- $1999, no Grantor Involvement)
1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)
1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (iipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.
($5,000- $9,999, requires Grantor approval)
1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit D.
6. Award to the responsive bidder with the lowest price.

($10,000-$19,999, requires Grantor approval)
1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Identify registered small businesses in the applicable category.
4. Develop specifications to solicit quotes.
5. Email ALL identified small business vendors a request for quote (ipg.vendorreg.com)
6. Prepare or submit information to Grantor's point of contact in Exhibit D.
7. Obtain authorization from Grantor's point of contact provided on Exhibit D.
8. All applicable forms must be approved prior to awarding the contract.

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

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

The first BoBS 2832 report shall cover the first reporting period after the _______ 10/01/19 _______ effective date of the Agreement _______ Quarterly _________ reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending _______ 09/30/20 _______ (Grantee's Fiscal Year End date).

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

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

☐ Renewal. This Agreement may not be renewed.

N/A.
In addition to the uniform requirements in PART ONE and the Grantor-Specific Terms in PART TWO, the Grantor has the following additional requirements for this project:

I. Cost records and accounts pertaining to the work covered by this agreement shall be kept available for inspection for a period of time following the date of final reimbursement payment. Copies of such records shall be made available upon request to the Grantor’s FOIA Officer by emailing DOT.FOIAOfficer@illinois.gov.

II. GRANTEE expenditures in the STEP program will be used to meet the Benefit to Local requirement set forth by NHTSA.

III. The GRANTEE shall abide by conditions set forth by IDOT:

(a) Seat Belt Policy. The GRANTEE shall have in place or establish a department seat belt policy that assures the safety of all personnel by requiring every person, regardless of seating position, to wear at all times a properly adjusted seat belt in all vehicles owned, leased, or rented by the department. This also applies to the operation of privately owned or other vehicles if used on-duty. Due to the police exemption it is insufficient to simply state, “...In accordance with the Illinois Mandatory Seat Belt Law (625 ILCS 5/12-603.1)” A copy of the seat belt policy must be provided to the GRANTOR and also be retained locally in the project file and available for review.

(b) Enforcement grantees will conduct continual enforcement throughout patrols and officers leaving their safety patrol to aid operations outside of the grant is not permitted to be paid as part of the grant. This time must be noted in the claim.

(c) Any program income collected during the year must be approved by IDOT and expended during the life of this grant and within the parameters.

(d) STEP grant expenditures will be used by IDOT to meet the NHTSA Benefit to Local requirement.

IV. The GRANTEE shall abide by conditions set forth by NHTSA:

(a) Prohibition on Using Grant Funds to Check for Helmet Usage. The State and each sub-recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

(b) Policy on Seat Belt Use. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the GRANTEE is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

(c) Policy on Banning Text Messaging While Driving. In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused...
by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting.

(d) Policy on Media Materials. All forms of media, including but not limited to, printed materials, scripts for trainings and public service announcements, and/or interview talking points, must be approved by the GRANTOR prior to any media campaigns whether voluntary or program-required. The GRANTEE shall submit all media electronically to the GRANTOR Contact listed in Exhibit D of this Agreement. Failure to submit media for approval prior to the media campaign shall result in forfeiture of monetary reimbursement for any and all unapproved media. All media must be submitted a minimum of two (2) weeks prior to the start of the media campaign.

(e) Buy America. As set forth in 49 U.S.C 5323(j) and 49C.F.R. Part 661, only steel, iron and manufactured products produced in the United State may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items much be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

(f) Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;

(g) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);


(i) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

(j) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

(k) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
(l) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

(m) During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

(i) To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

(ii) Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 2I and herein;

(iii) To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

(iv) That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part; and

(v) To insert this clause, including paragraphs a through e, in every subcontract and sub agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

(n) RESTRICTION ON STATE LOBBYING (applies to sub-recipients as well as States) None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
This form is used to apply to individual State of Illinois discretionary grant programs. Applicants should submit budgets based upon the total estimated costs for the project including all funding sources. Pay attention to applicable program specific instructions, if attached. The applicant organization should refer to 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" cited within these instructions.

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

**Section A – Budget Summary**

**STATE OF ILLINOIS FUNDS**

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

**STATE OF ILLINOIS GRANT FUNDS**

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

**BUDGET SUMMARY – STATE OF ILLINOIS FUNDS**

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

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

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

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

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

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

A) Negotiate an Indirect Cost Rate with the State of Illinois’ Indirect Cost Unit with guidance from our State Cognizant Agency on an annual basis.

B) Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.

C) Use a Restricted Rate designated by programmatic statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs).

GOMBGATU-3002-(R-02-17)
### State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

**State Agency:** Illinois Department of Transportation  
**Organization Name:** County of Peoria  
**Data Universal Number System (DUNS) Number:** 071436208  
**Notice of Funding Opportunity (NOFO) Number:** 20-0343-02  
**Catalog of State Financial Assistance (CSFA) Number:** 494-10-0343  
**CSFA Short Description:** State & Comm. Hwy. Safety/Ntl. Priority Safety Programs  
**Section A: State of Illinois Funds**  
**Fiscal Year:** FFY20

<table>
<thead>
<tr>
<th>REVENUES</th>
<th></th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>State of Illinois Grant Requested</td>
<td></td>
<td>$65,100.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salary and Wages)</td>
<td>200.430</td>
<td>$65,100.00</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200.318 &amp; 200.92</td>
<td>$</td>
</tr>
<tr>
<td>7. Consultant (Professional Service)</td>
<td>200.459</td>
<td>$</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$65,100.00</td>
</tr>
<tr>
<td>17. Total Indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
</tbody>
</table>

| Rate %:                                |                                                         | $                  |
| Base:                                  |                                                         | $                  |
| 18. Total Costs State Grant Funds      | (Lines 16 and 17)                                       | $65,100.00         |

**MUST EQUAL REVENUE TOTALS ABOVE**

---

Instructions found at end of document.
SECTION A - Continued - Indirect Cost Rate Information
If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options:

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

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

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

2a. Our Organizations currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois that will be accepted by all State of Illinois agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within 6 months after the close of each fiscal year [2 CFR 200, Appendix IV(C)(2)(c)]. NOTE: If this option is selected, please provide basic Indirect Cost Rate information in area designated below.

2b. Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement (NICRA) with the State of Illinois. Our organization will submit our Initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made no later than three (3) months after the effective date of the State award [2 CFR 200 Appendix (C)(2)(b)]. The initial ICRP will be sent to the State of Illinois Indirect Cost Unit. Note: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated.)

3. Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State or Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards [2 CFR 200.414 (C)(4)(f) and 200.68]. [Note: Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs.]

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:
   □ is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or
   □ complies with other statutory policies.

   The Restricted Indirect Cost Rate is: \( \% \)

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

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

<table>
<thead>
<tr>
<th>Period Covered by NICRA:</th>
<th>From:</th>
<th>To:</th>
<th>Approving Federal or State Agency:</th>
</tr>
</thead>
</table>

| Indirect Cost Rate: | \( \% \) | The Distribution Base Is: |
## State of Illinois
### UNIFORM GRANT BUDGET TEMPLATE

**Organization Name:** County of Peoria  
**NOFO Number:** 20-0343-02  
**Section B: Non-State of Illinois Funds**  
**Fiscal Year:** FFY20  

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Total Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee Match Requirement %: (Agency to Populate)</td>
<td>$</td>
</tr>
<tr>
<td>b) Cash</td>
<td>$</td>
</tr>
<tr>
<td>c) Non-Cash</td>
<td>$</td>
</tr>
<tr>
<td>d) other Funding and Contributions</td>
<td>$</td>
</tr>
<tr>
<td>Total Non-State Funds (lined b through d)</td>
<td>$</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Budget Expenditure Categories</th>
<th>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</th>
<th>Total Expenditures</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel (Salaries and Wages)</td>
<td>200.430</td>
<td>$</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td>200.431</td>
<td>$</td>
</tr>
<tr>
<td>3. Travel</td>
<td>200.474</td>
<td>$</td>
</tr>
<tr>
<td>4. Equipment</td>
<td>200.439</td>
<td>$</td>
</tr>
<tr>
<td>5. Supplies</td>
<td>200.94</td>
<td>$</td>
</tr>
<tr>
<td>6. Contractual Services and Subawards</td>
<td>200.318 &amp; 200.92</td>
<td>$</td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td>200.459</td>
<td>$</td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td>200.465</td>
<td>$</td>
</tr>
<tr>
<td>10. Research and Development (R&amp;D)</td>
<td>200.87</td>
<td>$</td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>12. Training and Education</td>
<td>200.472</td>
<td>$</td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td>200.413 (c)</td>
<td>$</td>
</tr>
<tr>
<td>14. Miscellaneous Costs</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>15. A. Grant Exclusive Line Item(s)</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>16. Total Direct Costs (add lines 1-15)</td>
<td>200.413</td>
<td>$</td>
</tr>
<tr>
<td>17. Total indirect Costs</td>
<td>200.414</td>
<td>$</td>
</tr>
</tbody>
</table>

**Rate %:**  
**Base:**

| 18. Total Costs State Grant Funds (Lines 16 and 17) | MUST EQUAL REVENUE TOTALS ABOVE | $ |

---

GOMBGATU-3002-(R-02-17)  
Page 3 of 23
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Organization Name: County of Peoria
Data Universal Number System (DUNS) Number (enter numbers only): 071436208
Catalog of State Financial Assistance (CSFA) Number: 494-10-0343
NOFO Number: 20-0343-02
Fiscal Year: FY20
CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs

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

Peoria County Sheriff's Office
Institution/Organization Name:

Finance Director of The Peoria County Sheriff's Office
Title (Chief Financial Officer or equivalent):

Randy Brunner
Printed Name (Chief Financial Officer or equivalent):
Signature (Chief Financial Officer or equivalent):
Date of Execution (Chief Financial Officer):

Peoria County Sheriff's Office
Institution/Organization Name:

Chief Deputy of The Peoria County Sheriff's Office
Title (Executive Director or equivalent):

Joseph Needham, Douglas M. Gaq
Printed Name (Executive Director or equivalent):
Signature (Executive Director or equivalent):
Date of Execution (Executive Director):

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

**FFATA Data Collection Form (if needed by agency)**

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

4-digit extension if applicable:

<table>
<thead>
<tr>
<th>Sub-recipient DUNS: 071436208</th>
<th>Sub-recipient Parent Company DUNS:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient DBA Name:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Street Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip-Code:</th>
<th>Congressional District:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Sub-recipient Principal Place of Performance:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>City:</th>
<th>State:</th>
<th>Zip-Code:</th>
<th>Congressional District:</th>
</tr>
</thead>
</table>

| Contract Number (if known): OP-20-0029 | Award Amount: $65,100.00 | Project Period: From: Oct 1, 2019 | Project Period: To: Sep 30, 2020 |

**State of Illinois Awarding Agency and Project Detail Description:**

**IDOT STEP Grant**

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Name:</th>
<th>Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Amount:</td>
</tr>
<tr>
<td>Name:</td>
<td>Amount:</td>
</tr>
<tr>
<td>Name:</td>
<td>Amount:</td>
</tr>
<tr>
<td>Name:</td>
<td>Amount:</td>
</tr>
</tbody>
</table>
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

1). Personnel (Salaries and Wages) (2 CFR 200.430)
List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Personnel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officers working hireback</td>
<td>Deputy</td>
<td>$54.25</td>
<td>Hourly</td>
<td>100%</td>
<td>1,200</td>
<td>$65,100.00</td>
<td>Add/Delete Row</td>
</tr>
</tbody>
</table>

State Total: $65,100.00
NON-State Total: 
Total Personnel: $65,100.00

Personnel Narrative (State):
Officers working Hireback Patrols not to exceed $65,100.00.

Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")
2). Fringe Benefits (2 CFR 200.431)

Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the fringe benefit rate used and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position(s)</th>
<th>Base</th>
<th>Rate (%)</th>
<th>Fringe Benefit Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<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>
</tr>
<tr>
<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>
</tr>
<tr>
<td>State Total</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>
</tr>
<tr>
<td>Non-State Total</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>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Fringe Benefits Narrative (State):  

Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")
3). Travel (2 CFR 200.474)
Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. NOTE: Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the consultant category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

<table>
<thead>
<tr>
<th>Purpose of Travel/Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Travel Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</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>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Travel</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Travel Narrative (State):

Travel Narrative (Non-State): (i.e., "Match" of "Other Funding")
4). Equipment (2 CFR 200.439)

Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than $5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Cost Per Item</th>
<th>Equipment Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>State Total</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Non-State Total</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td><strong>Total Equipment</strong></td>
<td></td>
</tr>
</tbody>
</table>

Equipment Narrative (State):

Equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")
5) Supplies (2 CFR 200.94)

List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity/Duration</th>
<th>Cost Per Item</th>
<th>Supplies Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>Total Supplies</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")
6). Contractual Services (2 CFR 200.318) & Subawards (200.92)

Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 (See 2 CFR 200.88). NOTE: this budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

<table>
<thead>
<tr>
<th>Item</th>
<th>Contractual Services Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Contractual Services</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contractual Services Narrative (State):

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

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

**Consultant Services (Fees):** For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.

**Consultant Expenses:** List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant—Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

<table>
<thead>
<tr>
<th>Consultant Services (Fees)</th>
<th>Services Provided</th>
<th>Fee</th>
<th>Basis</th>
<th>Quantity</th>
<th>Consultant Services (Fee) Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State Total

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

NON-State Total

<p>| | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Total Consultant Services (Fees)

**Consultant Services Narrative (State):**

**Consultant Services Narrative (Non-State):**

<table>
<thead>
<tr>
<th>Consultant Expenses - Items</th>
<th>Location</th>
<th>Cost Rate</th>
<th>Basis</th>
<th>Quantity</th>
<th>Number of Trips</th>
<th>Consultant Expenses Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State Total

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

NON-State Total

<p>| | | | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</table>

Total Consultant Expenses

**Consultant Expenses Narrative (State):**

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

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Construction Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Construction</td>
<td></td>
</tr>
</tbody>
</table>

Construction Narrative (State):

Construction Narrative (Non-State): (i.e. "Match" or "Other Funding")
9). Occupancy - Rent and Utilities (2 CFR 200.465)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Occupancy Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Occupancy - Rent and Utilities</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")
10). Research & Development (R&D) (2 CFR 200.87)

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

<table>
<thead>
<tr>
<th>Purpose</th>
<th>Description of Work</th>
<th>Research and Development Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td>State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delete</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Non-State Total</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Delete</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total Research and Development</td>
<td></td>
</tr>
</tbody>
</table>

Research and Development Narrative (State):

Research and Development Narrative (Non-State): (i.e. "Match" or "Other Funding")
11). Telecommunications

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Telecommunications Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</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>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Telecommunications</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Telecommunications Narrative (State):

Telecommunications Narrative (Non-State): (i.e. "Match" or "Other Funding")
12). Training and Education (2 CFR 200.472)

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

State Total

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Training and Education Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

NON-State Total

Total Training and Education

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

13. Direct Administrative Costs (2 CFR 200.413 (c))
The salaries of administrative and clerical staff should normally be treated as indirect (F&A) costs. Direct charging of these costs may be appropriate only if all of the following conditions are met: (1) Administrative or clerical services are integral to a project or activity; (2) Individuals involved can be specifically identified with the project or activity; (3) Such costs are explicitly included in the budget or have the prior written approval of the State awarding agency; and (4) The costs are not also recovered as indirect costs.

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Salary or Wage</th>
<th>Basis (Yr./Mo./Hr.)</th>
<th>% of Time</th>
<th>Length of Time</th>
<th>Direct Administrative Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</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>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</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>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

State Total

|      |          |                |                     |           |                |                           | Add            |
|      |          |                |                     |           |                |                           | Delete         |
|      |          |                |                     |           |                |                           |                |

NON-State Total

Total Direct Administrative Costs

Direct Administrative Costs Narrative (State):

Direct Administrative Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
14). Other or Miscellaneous Costs

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Other or Miscellaneous Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td>NON-State Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Other or Miscellaneous Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Other or Miscellaneous Costs Narrative (State):

Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")
15). **GRANT EXCLUSIVE LINE ITEM**

**Grant Exclusive Line Item Description:**

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Basis</th>
<th>Cost</th>
<th>Length of Time</th>
<th>Grant Exclusive Line Item Cost</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

State Total

<table>
<thead>
<tr>
<th>NON-State Total</th>
<th>Add/Delete Row</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td>Delete</td>
</tr>
</tbody>
</table>

Total Grant Exclusive Line Item

**Grant Exclusive Line Item Narrative (State):**

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

Add New Grant Exclusive Line Item  Delete Grant Exclusive Line Item
16. Indirect Cost (2 CFR 200.414)

Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

<table>
<thead>
<tr>
<th>Description</th>
<th>Base</th>
<th>Rate</th>
<th>Indirect Cost</th>
<th>Add/Delete Rows</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>State Total</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>Add</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Delete</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Non-State Total</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>Total Indirect Costs</td>
<td></td>
<td></td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

Indirect Costs Narrative (State):

Indirect Costs Narrative (Non-State):
State of Illinois  
UNIFORM GRANT BUDGET TEMPLATE

Budget Narrative Summary—When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project. (Note: The State, Non-State, and Total cost amounts for each line item below are auto-filled based upon the entries in the preceding budget tables 1-14 and 16. The State and Non-State Total amounts from Table 15 above, Grant Exclusive Line Item(s), must be entered into this table by hand due to the possibility of there being more than one Grant Exclusive Line Item table. Once the Grant Exclusive Line Item(s) amounts are entered into this table, the State Request amount, Non-State Amount and the Total Project Costs will be calculated automatically. It is imperative that the summary tables be completed accurately for the Budget Narrative Summary to be accurate.)

<table>
<thead>
<tr>
<th>Budget Category</th>
<th>State</th>
<th>Non-State</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personnel</td>
<td>$65,100.00</td>
<td></td>
<td>$65,100.00</td>
</tr>
<tr>
<td>2. Fringe Benefits</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Travel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Equipment</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Supplies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Contractual Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7. Consultant (Professional Services)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Construction</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Occupancy (Rent and Utilities)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Research and Development (R &amp; D)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Telecommunications</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Training and Education</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Direct Administrative Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Other or Miscellaneous Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. GRANT EXCLUSIVE LINE ITEM(S)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16. Indirect Costs</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

State Request: $65,100.00  Non-State Amount: 0.00

TOTAL PROJECT COSTS: $65,100.00
State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only
Grantee: County of Peoria
Data Universal Number System (DUNS) Number (enter numbers only): 071436208
Catalog of State Financial Assistance (CSFA) Number: 10-0343
CSFA Short Description: State & Comm. Hwy. Safety/Ntl. Priority Safety Programs
Fiscal Year(s): FFY20
Initial Budget Request Amount: $65,100.00
Prior Written Approval for Expense Line Item: N/A
Statutory Limits or Restrictions: N/A
Checklist: N/A
Final Budget Amount Approved: $65,100.00

Adam Gabany
Program Approval Name
Program Approval Signature
Date 9/23/19

Cynthia L. Watters, P.E.
Fiscal & Administrative Approval Name
Fiscal & Administrative Approval Signature
Date 9/23/19

Budget Revision Approved: ________________________________

STATE USE ONLY
Program Approval Name
Program Approval Signature
Date

STATE USE ONLY
Fiscal & Administrative Approval Signature
Date

$200,308 Revision of budget and program plans
(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or $1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.
### Scheduled Campaigns

<table>
<thead>
<tr>
<th>Campaign</th>
<th>Occupant Protection Personnel Budget</th>
<th>Impaired Driving Enforcement Personnel Budget</th>
<th>Distracted Driving Enforcement Personnel Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Halloween Campaign (Optional)</td>
<td>$4,340.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thanksgiving Campaign (Mandatory)</td>
<td>$3,906.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Christmas/New Year’s Campaign (Mandatory)</td>
<td>$4,340.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Super Bowl Campaign (Optional)</td>
<td>$2,170.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Patrick’s Day Campaign (Mandatory)</td>
<td>$3,472.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Distracted Driving Campaign (Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memorial Day Campaign (Mandatory)</td>
<td>$6,076.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Independence Day Campaign (Mandatory)</td>
<td>$6,076.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Day Campaign (Mandatory)</td>
<td>$6,076.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Child Passenger Safety Campaign (Optional)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Subtotal Personnel Budget</strong></td>
<td>$36,456.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Additional Enforcement Details (Optional)

- **Additional Impaired Driving Enforcement**
- **Additional Occupant Protection Enforcement**
- **Additional Speeding Enforcement**
- **Subtotal Personnel Budget**

- **Subtotal Equipment (must be pre-approved)**
- **Subtotal Supplies (must be pre-approved)**
- **Subtotal Indirect Cst**
- **Total All Funds**

| Additional Enforcement Personnel Budget
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Impaired Driving Enforcement</td>
</tr>
<tr>
<td>$13,020.00</td>
</tr>
<tr>
<td>Additional Occupant Protection Enforcement</td>
</tr>
<tr>
<td>$15,624.00</td>
</tr>
<tr>
<td>Additional Speeding Enforcement</td>
</tr>
<tr>
<td>Subtotal Personnel Budget</td>
</tr>
<tr>
<td>$65,100.00</td>
</tr>
</tbody>
</table>

### Campaign Breakdown

#### Halloween Campaign (October 19 - November 3 (6 a.m.), 2019)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>32</strong></td>
<td><strong>$54.25</strong></td>
<td><strong>$4,340.00</strong></td>
</tr>
</tbody>
</table>

#### Impaired Driving

<table>
<thead>
<tr>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stand Alone RSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint / Agency RSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint / ISP RSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturation Patrols</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Thanksgiving Campaign (November 22 - December 2 (6 a.m.), 2019)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>3</td>
<td>24</td>
<td>$54.25</td>
<td>$1,302.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,906.00</strong></td>
</tr>
</tbody>
</table>

### Christmas/New Year's Campaign (December 16, 2019 - January 2 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>5</td>
<td>40</td>
<td>$54.25</td>
<td>$2,170.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$4,340.00</strong></td>
</tr>
</tbody>
</table>

### Super Bowl Campaign (January 31 - February 3 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$868.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$868.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$2,170.00</strong></td>
</tr>
</tbody>
</table>
### St. Patrick's Day Campaign (March 12 - 18 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>1</td>
<td>8</td>
<td>$54.25</td>
<td>$434.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$868.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$3,472.00</strong></td>
</tr>
</tbody>
</table>

### Impaired Driving

| Stand Alone RSC               |               |            |              |             |               |                      |
| Joint / Agency RSC            |               |            |              |             |               |                      |
| Joint / ISP RSC               |               |            |              |             |               |                      |
| Saturation Patrols            |               |            |              |             |               |                      |
| **TOTAL**                     |               |            |              |             |               |                      |

### Distracted Driving Campaign (April 1 - 30 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Distracted Driving</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime DDEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$668.00</td>
</tr>
<tr>
<td>Nighttime DDEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$668.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>48</td>
<td>$54.25</td>
<td>$2,604.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$6,076.00</strong></td>
</tr>
</tbody>
</table>

### Memorial Day Campaign (May 8 - 25 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$668.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$668.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>48</td>
<td>$54.25</td>
<td>$2,604.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$6,076.00</strong></td>
</tr>
</tbody>
</table>

### Impaired Driving

| Stand Alone RSC               |               |            |              |             |               |                      |
| Joint / Agency RSC            |               |            |              |             |               |                      |
| Joint / ISP RSC               |               |            |              |             |               |                      |
| Saturation Patrols            |               |            |              |             |               |                      |
| **TOTAL**                     |               |            |              |             |               |                      |

### Independence Day Campaign (June 16 - July 6 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$668.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$668.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>48</td>
<td>$54.25</td>
<td>$2,604.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$6,076.00</strong></td>
</tr>
</tbody>
</table>

### Impaired Driving

| Stand Alone RSC               |               |            |              |             |               |                      |
| Joint / Agency RSC            |               |            |              |             |               |                      |
| Joint / ISP RSC               |               |            |              |             |               |                      |
| Saturation Patrols            |               |            |              |             |               |                      |
| **TOTAL**                     |               |            |              |             |               |                      |
### Labor Day Campaign (August 20 - September 8 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$868.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>16</td>
<td>$54.25</td>
<td>$868.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>48</td>
<td>$54.25</td>
<td>$2,604.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$6,076.00</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Impaired Driving</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stand Alone RSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint / Agency RSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joint / ISP RSC</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Saturation Patrols</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Child Passenger Safety Campaign (September 18 - 30 (6 a.m.), 2020)

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Additional Enforcement is limited to saturation patrols on weekends outside of the scheduled holiday campaigns. Impaired Driving Patrols and a minimum of 50% of all Occupant Protection and Speeding Patrols must occur between 6:00 p.m. and 6:00 a.m. Exceptions must be pre-approved.*

### Additional Impaired Driving Enforcement

<table>
<thead>
<tr>
<th>Impaired Driving</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturation Patrols</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roadside Safety Checks</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Additional Occupant Protection Enforcement

<table>
<thead>
<tr>
<th>Occupant Protection</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime SBEZ</td>
<td>2</td>
<td>4</td>
<td>4</td>
<td>32</td>
<td>$54.25</td>
<td>$1,736.00</td>
</tr>
<tr>
<td>Nighttime SBEZ</td>
<td>2</td>
<td>4</td>
<td>6</td>
<td>48</td>
<td>$54.25</td>
<td>$2,604.00</td>
</tr>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>8</td>
<td>64</td>
<td>$54.25</td>
<td>$3,472.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>12</td>
<td>96</td>
<td>$54.25</td>
<td>$5,208.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$13,020.00</strong></td>
</tr>
</tbody>
</table>

### Additional Speeding Enforcement

<table>
<thead>
<tr>
<th>Speeding</th>
<th># of Officers</th>
<th># of Hours</th>
<th># of Details</th>
<th>Total Hours</th>
<th>Overtime Rate</th>
<th>Total Campaign Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daytime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>16</td>
<td>128</td>
<td>$54.25</td>
<td>$6,944.00</td>
</tr>
<tr>
<td>Nighttime Saturation Patrols</td>
<td>2</td>
<td>4</td>
<td>20</td>
<td>160</td>
<td>$54.25</td>
<td>$8,680.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$15,624.00</strong></td>
</tr>
</tbody>
</table>
## Equipment ($1,000 or more per item)

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

## Supplies ($999 or less per item)

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL

## Add Row

## Indirect Cost

<table>
<thead>
<tr>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base</td>
<td>X</td>
</tr>
<tr>
<td>Rate</td>
<td></td>
</tr>
</tbody>
</table>

$0.00

## FFY 2020 Enforcement Campaign Dates

<table>
<thead>
<tr>
<th>Campaign</th>
<th>Paid Advertising Campaign</th>
<th>Potential Kickoff Press Release Dates</th>
<th>Enforcement</th>
<th>Post Enforcement Media Release</th>
<th>Grant Data Collection Form Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Halloween</td>
<td>No</td>
<td>October 16-18, 2019</td>
<td>October 19 - November 3, (6 a.m.), 2019</td>
<td>November 4-6, 2019</td>
<td>November 18, 2019</td>
</tr>
<tr>
<td>Thanksgiving</td>
<td>Yes</td>
<td>November 18-21, 2019</td>
<td>November 22 - Dec. 2, (6 a.m) 2019</td>
<td>December 3-5, 2019</td>
<td>December 16, 2019</td>
</tr>
<tr>
<td>Super Bowl</td>
<td>No</td>
<td>January 28-30, 2020</td>
<td>January 31 - Feb. 3, (6 a.m), 2020</td>
<td>February 4-7, 2020</td>
<td>February 17, 2020</td>
</tr>
<tr>
<td>St. Patrick's Day</td>
<td>No</td>
<td>March 9-11, 2020</td>
<td>March 12-18 (6 a.m.), 2020</td>
<td>March 19-21, 2020</td>
<td>April 1, 2020</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Yes</td>
<td>May 4-7, 2020</td>
<td>May 8-26 (6 a.m), 2020</td>
<td>May 27-29, 2020</td>
<td>June 10, 2020</td>
</tr>
</tbody>
</table>

 Additional Impaired Driving, Occupant Protection, and/or Speed Patrols (Optional) No

Within 2 weeks after the end of the month in which patrols occurred.
TO THE HONORABLE COUNTY BOARD)  
COUNTY OF PEORIA, ILLINOIS)  

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

RE: FY 2020 – IDOT STEP Award (Sustained Traffic Enforcement Program)  

RESOLUTION  
WHEREAS, the Sheriff’s Office has received IDOT STEP grant funding for the past several years; and  
WHEREAS, the FY 2020 IDOT STEP grant award was significantly higher than previous years and this additional funding was not anticipated at the time of FY 2020 budget adoption; and  
WHEREAS, the Sheriff’s Office is requesting that these additional revenues and expenditures above those received in previous years be appropriated into the FY 2020 Sheriff’s Office budget; and  

NOW THEREFORE BE IT RESOLVED, by the County Board of Peoria County, that an additional Forty One Thousand dollars ($41,000.00) be appropriated for FY 2020 to the Sheriff's Office budget into the revenue line item of 001-1-012-3-311-33352; and an additional Forty One Thousand dollars ($41,000.00) be appropriated for FY 2020 to the Sheriff’s Office budget into the expenditure line item 001-1-012-3-311-51062.  

RESPECTFULLY SUBMITTED,  
Public Safety and Justice Committee
AGENDA BRIEFING

COMMITTEE: Public Safety & Justice
MEETING DATE: May 26, 2020

LINE ITEMS: N/A
AMOUNT: N/A

ISSUE: Approval of Animal Control contract agreements

BACKGROUND/DISCUSSION:
The Public Safety and Justice Committee approved the extension of intergovernmental agreements of animal control contracts with area municipalities until June 30, 2020 or until new agreements could be reached.

The Administration seeks approval to enter into the proposed animal control agreements for the remainder of 2020, 2021, 2022, 2023 and 2024 at an annual per capita rate of $2.20, $2.30, $2.40, $2.50 and $2.50 respectively.

Village of Bartonville
Village of Bellevue
Village of Brimfield
City of Chillicothe
Village of Dunlap
Village of Glasford
Village of Hanna City
Village of Kingston Mines
Village of Mapleton
Village of Norwood
City of Peoria
Village of Peoria Heights
Village of Princeville
City of West Peoria
Village of Elmwood

COUNTY BOARD GOALS:

SAFE AND HEALTHY COMMUNITY
HIGH PERFORMING PUBLIC ORGANIZATION

STAFF RECOMMENDATION:
Approval of the contracts.

COMMITTEE ACTION:

PREPARED BY: Becky Spencer, Director
DEPARTMENT: PCAPS
DATE: May 13, 2020
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Bartonville, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.

II. DUTIES OF THE VILLAGE
A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY and a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at Six Thousand One Hundred Seventy-Two (6,172), which equates to a total sum of Thirteen Thousand Five Hundred Seventy-Eight Dollars and Forty Cents ($13,578.40). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at Six Thousand One Hundred Seventy-Two (6,172), which equates to a total sum of Fourteen Thousand One Hundred Ninety-Five Dollars and Sixty Cents ($14,195.60) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

Director of Animal Control  
Peoria County Animal Protection Service  
2600 NE Perry  
Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

Village of Bartonville  
5912 S. Adams  
Bartonville, IL 61607

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________

VILLAGE OF BARTONVILLE

By: ________________________________
Name: ______________________________
Title: ______________________________
Date: ______________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Bellevue, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.

II. DUTIES OF THE VILLAGE
A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY and a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at One Thousand Nine Hundred Forty-Five (1,945), which equates to a total sum of Four Thousand Two Hundred Seventy-Nine Dollars ($4,279.00). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at One Thousand Nine Hundred Forty-Five (1,945), which equates to a total sum of Four Thousand Four Hundred Seventy-Three Dollars and Fifty Cents ($4,473.50) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Bartonville  
   5912 S. Adams  
   Bartonville, IL 61607

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

BY: _____________________________
Scott Sorrel
County Administrator
Date: ____________________________

VILLAGE OF BARTONVILLE

BY: ______________________________
Name: ____________________________
Title: _____________________________
Date: _____________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Brimfield, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.

II. DUTIES OF THE VILLAGE
A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY and a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE’s population at Eight Hundred Thirty-Four (834), which equates to a total sum of One Thousand Eight Hundred Thirty-Four Dollars and Eighty Cents ($1,834.80). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE’s population at Eight Hundred Thirty-Four (834), which equates to a total sum of One Thousand Nine Hundred Eighteen Dollars and Twenty Cents ($1,918.20) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Brimfield  
   106 E. Knoxville St.  
   PO Box 451  
   Brimfield, IL 61517

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the
IX. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

---

COUNTY OF PEORIA                                    VILLAGE OF BRIMFIELD

BY: __________________________   BY: ________________________________

Scott Sorrel
County Administrator

Date:       Date:

---

Page 4 of 4
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the CITY of Chillicothe, a municipal corporation, (hereinafter "CITY").

WHEREAS, the CITY is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the CITY desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the CITY agree as follows:

I. **DUTIES OF THE COUNTY**

   A. The COUNTY shall respond to calls regarding and pick up animals running at large within the CITY limits during regular shelter hours.

   B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the CITY's animal control ordinance.

   C. The COUNTY shall impound all animals delivered to PCAPS by the CITY for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

   D. The COUNTY shall notify the known owner of any animal impounded from the CITY by phone or mail of time and date of impoundment.

   E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

   F. The COUNTY shall provide the CITY with an annual report describing the number of animals impounded that quarter and the disposition of each.

   G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.

II. **DUTIES OF THE CITY**

Page 1 of 4
A. The CITY shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the CITY’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the CITY’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the CITY’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the CITY’s population as represented in the most recent (2020) US Census. The CITY shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the CITY’s population at Six Thousand Seventy-Three (6,073), which equates to a total sum of Thirteen Thousand Three Hundred Sixty Dollars and Sixty Cents ($12,360.60). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the CITY’s population at Six Thousand Seventy-Three (6,073), which equates to a total sum of Thirteen Thousand Nine Hundred Sixty-Seven Dollars and Ninety Cents ($13,967.90) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the CITY’s population is available as represented in the 2020 US Census.

B. The CITY shall designate the COUNTY, PCAPS and the City of Peoria as the CITY's authorized delegates for purposes of enforcing the CITY's Animal Control Ordinance.

C. The parties acknowledge that the CITY has adopted the COUNTY's animal control ordinance as the CITY's ordinance for purposes of enforcement.

D. The CITY shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated, and the CITY shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.

IV. NOTICES

A. All notices to the COUNTY shall be sent by certified mail to:
B. All notices to the CITY shall be sent by certified mail to:

   City of Chillicothe
   823 N. Second
   Chillicothe, IL 61523

V. INDEMNIFICATION

   Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the CITY shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. INSURANCE

   The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the CITY evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the CITY, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. GOVERNING LAW

   This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. SEVERABILITY

   If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

IX. ENTIRE AGREEMENT

   This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

<table>
<thead>
<tr>
<th>COUNTY OF PEORIA</th>
<th>CITY OF CHILLICOTHE</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

Page 4 of 4
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the City of Peoria, a municipal corporation, (hereinafter "CITY").

WHEREAS, the CITY is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the CITY desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the CITY agree as follows:

I. DUTIES OF THE COUNTY

A. The County shall provide those services listed in the Full Service Model, attached hereto and incorporated herein by reference as Exhibit A.

B. The COUNTY shall respond to calls regarding and pick up animals running at large within the CITY limits during the regular operating hours of Animal Control Officers. The COUNTY shall establish criteria for handling requests for service after regular operating hours.

C. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the CITY's animal control ordinance.

D. The COUNTY shall impound all animals delivered to PCAPS by the CITY for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fee.

E. The COUNTY shall notify the known owner of any animal impounded from the CITY by phone or mail of time and date of impoundment.

F. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

G. The COUNTY shall provide the CITY with an annual report describing the number of animals impounded and the disposition of each.

H. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
I. The COUNTY shall establish a Restricted Donations Fund expressly for the purpose of receiving bequests whose intent is to maintain or make capital improvements to the Peoria Animal Welfare Shelter.

J. The COUNTY shall operate, maintain and staff the Peoria County Animal Protection Service.

II. DUTIES OF THE CITY

A. The CITY shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the CITY's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the CITY's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay the COUNTY and a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the CITY’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the CITY’s population as represented in the most recent (2020) US Census. The CITY shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the CITY’s population at One Hundred Eleven Thousand Three Hundred Eighty Eight (111,388), which equates to a total sum of Two Hundred Forty Five Thousand Fifty Three Dollars and Sixty Cents ($245,053.60). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the CITY's population at One Hundred Eleven Thousand Three Hundred Eighty Eight (111,388), which equates to a total sum of Two Hundred Forty Five Thousand Fifty Three Dollars and Sixty Cents ($245,053.60) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the CITY’s population is available as represented in the 2020 US Census.

B. The CITY shall designate the COUNTY, PCAPS and the City of Peoria as the CITY's authorized delegates for purposes of enforcing the CITY's Animal Control Ordinance.

C. The CITY shall adopt the COUNTY's or the City of Peoria's animal control ordinance as the CITY's ordinance for purposes of enforcement.

D. The CITY acknowledges that PCAPS Animal Control Officers shall have full authority to enforce the City's Animal Control Ordinance within the City limits.

E. The CITY shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any
enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

F. The CITY shall retain its one-third (1/3) ownership interest in the premises, and the buildings located thereon, which are legally described as follows:

Part of the 24 foot strip of land deeded to the City of Peoria by the Illinois-Iowa Power Company on June 27, 1948, lying between Perry Avenue (formerly Springdale Cemetery Road) and Lots 33 and 34 in Birket's Addition to Averyville (now City of Peoria), being a Resurvey and Subdivision of J. C. Birket's Subdivision of Lot 2 of John Birket's Subdivision of the Southeast Quarter of Section 34, Township 9 North, Range 8 East of the Fourth Principal Meridian, Peoria County, Illinois more particularly bounded and described as follows:

Beginning at the northwesterly corner of said Lot 34; thence southerly and southeasterly, along the westerly lines of said Lots 34 and 33, a distance of 332 feet, more or less to the most southerly corner of said Lot 33; thence southwesterly, along the extended southeasterly line of said Lot 33, to a point on the easterly line of Perry Avenue, also being the westerly line of said 24 foot strip of land; thence northwesterly and northerly, along the easterly line of Perry Avenue, coincident with the westerly line of the said 24 foot strip of land, to the intersection of the northerly line of said Lot 34 extended westerly; thence easterly, along the extended northerly line of said Lot 24, a distance of 24 feet to the Point of Beginning, containing 7992 square feet or 0.184 acre, more or less.

PIN No. 14-34-426-008

Commonly known as: 2600 NE Perry Avenue, Peoria, Illinois.

G. The parties acknowledge that their interests in the aforementioned real estate are as follows: the CITY, the County and the PEORIA HUMANE SOCIETY have record legal title to the property virtue of a Quit Claim Deed dated September 10, 1999 and recorded with the Peoria County Recorder of Deeds on September 29, 1999 as Document 99-36524.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms upon the mutual, written agreement of both parties.

B. This Agreement may be terminated by either party, with or without cause, by giving at least ninety (90) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the CITY shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. NOTICES

   A. All notices to the COUNTY shall be sent by certified mail to:

       Director of Animal Control
       Peoria County Animal Protection Service
       2600 NE Perry
       Peoria, IL 61603

   B. All notices to the CITY shall be sent by certified mail to:

       City Manager
       City of Peoria
       419 Fulton Street
       Peoria, IL 61602

V. INDEMNIFICATION

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the CITY shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VII. SEVERABILITY

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

VIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

<table>
<thead>
<tr>
<th>COUNTY OF PEORIA</th>
<th>CITY OF PEORIA</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
</tbody>
</table>
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the CITY of West Peoria, a municipal corporation, (hereinafter "CITY").

WHEREAS, the CITY is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the CITY desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the CITY agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the CITY limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the CITY's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the CITY for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the CITY by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the CITY with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. DUTIES OF THE CITY

A. The CITY shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the CITY’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the CITY's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The CITY shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the CITY’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the CITY’s population as represented in the most recent (2020) US Census. The CITY shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the CITY's population at Four Thousand Five Hundred Eight (4,508), which equates to a total sum of Nine Thousand Nine Hundred Seventeen Dollars and Sixty Cents ($9,917.60). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the CITY’s population at Four Thousand Five Hundred Eight (4,508), which equates to a total sum of Ten Thousand Three Hundred Sixty-Eight Dollars and Forty Cents ($10,368.40) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the CITY’s population is available as represented in the 2020 US Census.

B. The CITY shall designate the COUNTY, PCAPS and the City of Peoria as the CITY's authorized delegates for purposes of enforcing the CITY's Animal Control Ordinance.

C. The parties acknowledge that the CITY has adopted the COUNTY's animal control ordinance as the CITY's ordinance for purposes of enforcement.

D. The CITY shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated, and the CITY shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the CITY shall be sent by certified mail to:

   City of West Peoria  
   2506 W. Rohmann Ave.  
   West Peoria, IL 61604

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the CITY shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the CITY evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the CITY, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

IX. **ENTIRE AGREEMENT**
This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

BY: __________________________ 
Name: __________________________
Title: __________________________
Date: __________________________

CITY OF WEST PEORIA

BY: __________________________
Name: __________________________
Title: __________________________
Date: __________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Dunlap, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. **DUTIES OF THE VILLAGE**

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at One Thousand Four Hundred Twenty-Two (1,422), which equates to a total sum of Three Thousand One Hundred Twenty-Eight Dollars and Forty Cents ($3,128.40). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE’s population at One Thousand Four Hundred Twenty-Two (1,422), which equates to a total sum of Three Thousand One Hundred Twenty-Eight Dollars and Forty Cents ($3,128.40). For 2022, 2023, and 2024 the rates will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. **TERM AND TERMINATION**

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter.
from the effective termination date.

IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Dunlap  
   106 N Second St  
   P O Box 17  
   Dunlap, IL 61525

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into
effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

IX. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA  

By: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date: ____________________________

VILLAGE OF DUNLAP  

By: ____________________________  
Name: ____________________________  
Title: ____________________________  
Date: ____________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the City of Elmwood, a municipal corporation, (hereinafter "CITY").

WHEREAS, the CITY is in need of an animal shelter for use in its animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the CITY desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the CITY agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall impound all animals delivered to PCAPS by the CITY for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

B. The COUNTY shall notify the known owner of any animal impounded from the CITY by phone or mail of time and date of impoundment.

C. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

D. The COUNTY shall provide the CITY with an annual report describing the number of animals impounded that quarter and the disposition of each.

E. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.

II. DUTIES OF THE CITY

A. The CITY shall pay to the COUNTY the fee established in the fee schedule for the number of animals impounded each year; which fee schedule is attached and incorporated herein as Appendix A.

B. The CITY shall deliver any animal impounded by a CITY agent to PCAPS during regular
business hours unless other arrangements are made.

C. The CITY shall notify PCAPS of any known owner of an impounded animal.

D. The CITY acknowledges that the COUNTY shall not be responsible for the enforcement of the CITY’s animal control ordinance other than the impoundment of the animals delivered to PCAPS.

III. TERM AND TERMINATION

A. The term of this agreement shall be from January 1, 2017 through December 31, 2019. Thereafter, this Agreement may automatically be renewed for one year terms upon the mutual, written agreement of both parties.

A. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the CITY shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.

IV. NOTICES

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control
   Peoria County Animal Protection Services
   2600 NE Perry
   Peoria, IL 61603

B. All notices to the CITY shall be sent by certified mail to:

   City of Elmwood
   201 W Main St
   Elmwood, IL 61529

V. INDEMNIFICATION

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the CITY shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois.
VII. SEVERABILITY

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

VIII. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

BY: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

CITY OF ELMWOOD

BY: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
APPENDIX A

Peoria County Animal Protection Service (PCAPS)

Contractual Animal Control Services Fee Schedule

The annual fee for impoundment services for municipalities includes all boarding costs, medical services, and administrative costs accrued at the animal shelter.

<table>
<thead>
<tr>
<th>Number of Animals Impounded Annually</th>
<th>Annual Fee (paid in quarterly installments)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 5</td>
<td>$250</td>
</tr>
<tr>
<td>6 – 20</td>
<td>$1,000</td>
</tr>
<tr>
<td>21 – 30</td>
<td>$1,500</td>
</tr>
<tr>
<td>31 – 50</td>
<td>$2,500</td>
</tr>
<tr>
<td>51 – 75</td>
<td>$3,750</td>
</tr>
<tr>
<td>75 – 100</td>
<td>$5,000</td>
</tr>
<tr>
<td>101 – 125</td>
<td>$6,250</td>
</tr>
<tr>
<td>126 – 150</td>
<td>$7,500</td>
</tr>
</tbody>
</table>

Rev. 02/10
ARGEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Glasford, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. DUTIES OF THE VILLAGE

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at Nine Hundred Sixty-Seven (967), which equates to a total sum of Two Thousand One Hundred Twenty-Seven Dollars and Forty Cents ($2,127.40), which will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at Nine Hundred Sixty-Seven (967) which equates to a total sum of Two Thousand Two Hundred Twenty-Four Dollars and Ten Cents ($2,224.10), which will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE’s authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Glasford  
   301 S Oak St  
   P O Box 140  
   Glasford, IL 61533

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the
IX. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF PEORIA**

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________

**VILLAGE OF GLASFORD**

By: __________________________
Name: ________________________
Title: _________________________
Date: _________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Hanna City, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. **DUTIES OF THE VILLAGE**

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at One Thousand One Hundred Ninety-Seven (1,197), which equates to a total sum of Two Thousand Six Hundred Thirty-Three Dollars and Forty Cents ($2,633.40). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at One Thousand One Hundred Ninety-Sev (1,197), which equates to a total sum of Two Thousand Six Hundred Thirty-Three Dollars and Forty Cents ($2,633.40). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2022, 2023, and 2024 the rates will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. **TERM AND TERMINATION**

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter
from the effective termination date.

IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Hanna City  
   313 N First St  
   Hanna City, IL 61536

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the
IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

VILLAGE OF HANNA CITY

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Kingston Mines, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. **DUTIES OF THE VILLAGE**

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at Two Hundred Eighty-Six (286), which equates to a total sum of Six Hundred Twenty-Nine Dollars and Twenty Cents ($629.20), which will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at Two Hundred Eighty-Six (286) which equates to a total sum of Six Hundred Fifty-Seven Dollars and Eighty Cents ($657.80), which will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE’s authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. **TERM AND TERMINATION**

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.

Page 2 of 4
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Kingston Mines  
   P O Box 17  
   Kingston Mines, IL 61539

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
IX. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**COUNTY OF PEORIA**

By: ____________________________  
Name: __________________________  
Title: ____________________________  
Date: ____________________________

**VILLAGE OF KINGSTON MINES**

By: ____________________________  
Name: __________________________  
Title: ____________________________  
Date: ____________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Mapleton, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. DUTIES OF THE VILLAGE

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at Two Hundred Seventy-Two (272), which equates to a total sum of Five Hundred Ninety-Eight Dollars and Forty Cents ($598.40), which will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE’s population at Two Hundred Seventy-Two (272) which equates to a total sum of Six Hundred Twenty-Five Dollars and Sixty  Cents ($625.60), which will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. NOTICES

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Mapleton  
   8524 W Main St  
   P O Box 108  
   Mapleton, IL 61547

V. INDEMNIFICATION

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. INSURANCE

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. SEVERABILITY

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the
IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

VILLAGE OF MAPLETON

By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Norwood, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. DUTIES OF THE VILLAGE

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE’s population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at Four Hundred Sixty-Five (465), which equates to a total sum of One Thousand Twenty-Three Dollars ($1,023.00), which will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at Four Hundred Sixty-Five (465) which equates to a total sum of One Thousand Sixty-Nine Dollars and Fifty Cents ($1,069.50), which will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.
IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Norwood  
   1515 Norwood Blvd  
   Peoria, IL 61604

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
IX. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

<table>
<thead>
<tr>
<th>COUNTY OF PEORIA</th>
<th>VILLAGE OF NORWOOD</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: _________________________________</td>
<td>By: ____________________________</td>
</tr>
<tr>
<td>Name: _______________________________</td>
<td>Name: __________________________</td>
</tr>
<tr>
<td>Title: ______________________________</td>
<td>Title: __________________________</td>
</tr>
<tr>
<td>Date: _______________________________</td>
<td>Date: __________________________</td>
</tr>
</tbody>
</table>

Page 4 of 4
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Peoria Heights, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. DUTIES OF THE VILLAGE

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Forty Cents ($2.40) per capita for year 2022 based on the VILLAGE’s population as represented in the most recent (2020) US Census, and a total sum equal to Two Dollars and Fifty Cents ($2.50) per capita for the years 2023 and 2024 based on the VILLAGE’s population as represented in the most recent (2020) US Census. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at Five Thousand Seven Hundred Seventy-Eight (5,778), which equates to a total sum of Twelve Thousand Seven Hundred Eleven Dollars and Sixty Cents ($12,711.60). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at Five Thousand Seven Hundred Seventy-Eight (5,778) which equates to a total sum of Thirteen Thousand Two Hundred Eighty-Nine Dollars and Forty Cents ($13,289.40) in 2021. For 2022, 2023, and 2024 the rates will be calculated when the VILLAGE’s population is available as represented in 2020 US Census.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2024. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter.
from the effective termination date.

IV. **NOTICES**

A. All notices to the COUNTY shall be sent by certified mail to:

   Director of Animal Control  
   Peoria County Animal Protection Service  
   2600 NE Perry  
   Peoria, IL 61603

B. All notices to the VILLAGE shall be sent by certified mail to:

   Village of Peoria Heights  
   4901 N. Prospect Rd.  
   Peoria Heights, IL 61616

V. **INDEMNIFICATION**

Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. **INSURANCE**

The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. **SEVERABILITY**

If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the
IX. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY OF PEORIA

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

VILLAGE OF PEORIA HEIGHTS

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________
AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 2020, by and between the County of Peoria, a body politic and corporate (hereinafter "COUNTY"), and the Village of Princeville, a municipal corporation, (hereinafter "VILLAGE").

WHEREAS, the VILLAGE is in need of an animal control program; and

WHEREAS, the COUNTY operates the Peoria County Animal Protection Service (hereinafter "PCAPS"), animal control and rabies control programs for the County of Peoria; and

WHEREAS, the COUNTY and the VILLAGE desire, pursuant to authority granted by Article VII, Section 10 of the Constitution of Illinois of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., to enter into an agreement for the joint exercise of their authorities and powers.

NOW, THEREFORE, upon mutual promises one to the other, the COUNTY and the VILLAGE agree as follows:

I. DUTIES OF THE COUNTY

A. The COUNTY shall respond to calls regarding and pick up animals running at large within the VILLAGE limits during regular shelter hours.

B. The COUNTY shall respond to calls and issue ordinance violation tickets to owners for animals found to be in violation of the VILLAGE's animal control ordinance.

C. The COUNTY shall impound all animals delivered to PCAPS by the VILLAGE for a period of three (3) days for untagged animals, seven (7) days for tagged animals, or until redeemed by the owner of said animal, whichever occurs sooner. The COUNTY shall only release said animal to its owner upon payment of the redemption fees set by the county plus any boarding, medical, and microchip fees incurred.

D. The COUNTY shall notify the known owner of any animal impounded from the VILLAGE by phone or mail of time and date of impoundment.

E. The COUNTY shall humanely euthanize or adopt animals impounded by the COUNTY after three (3) days of impoundment for untagged animals, seven (7) days for tagged animals.

F. The COUNTY shall provide the VILLAGE with an annual report describing the number of animals impounded that quarter and the disposition of each.

G. The COUNTY shall retain all fines, redemption fees, boarding costs, and medical fees.
II. DUTIES OF THE VILLAGE

A. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars Twenty Cents ($2.20) per capita for year 2020 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay to the COUNTY a total sum equal to Two Dollars and Thirty Cents ($2.30) per capita for year 2021 based on the VILLAGE's population, as represented in the most recent version of the US Census Bureau's Population Estimates of Incorporated Places and Minor Civil Divisions. The VILLAGE shall pay the annual sum in equal quarterly installments, which shall be due within fifteen (15) days of receipt of a statement from the COUNTY. For 2020, the most recent US Census data, presents the VILLAGE's population at One Thousand Six Hundred Seventy-Seven (1,677), which equates to a total sum of Three Thousand Six Hundred Eighty-Nine Dollars and Forty Cents ($3,689.40). This will be divided into quarterly installments and will be billed for the remaining quarters of 2020. For 2021, the most recent US Census data, presents the VILLAGE's population at One Thousand Six Hundred Seventy-Seven (1,677), which equates to a total sum of Three Thousand Eight Hundred Fifty-Seven Dollars and Ten Cents ($3,857.10) in 2021.

B. The VILLAGE shall designate the COUNTY, PCAPS and the City of Peoria as the VILLAGE's authorized delegates for purposes of enforcing the VILLAGE's Animal Control Ordinance.

C. The parties acknowledge that the VILLAGE has adopted the COUNTY's animal control ordinance as the VILLAGE's ordinance for purposes of enforcement.

D. The VILLAGE shall notify the COUNTY and PCAPS of any amendments to the adopted ordinance at least thirty (30) days prior to the effective date of the amendment(s). Any enforcement of such amendments is at the sole discretion of the County and may require an additional fee.

III. TERM AND TERMINATION

A. The term of this agreement shall be from April 1, 2020 through December 31, 2021. Thereafter, this Agreement may automatically be renewed for one year terms.

B. This Agreement may be terminated by either party, with or without cause, by giving at least sixty (60) days written notice by certified mail to the other party of said termination. If applicable, upon termination the quarterly fee shall be prorated and the VILLAGE shall be refunded that amount corresponding to the number of days remaining in the calendar quarter from the effective termination date.

IV. NOTICES

A. All notices to the COUNTY shall be sent by certified mail to:
B. All notices to the VILLAGE shall be sent by certified mail to:

Village of Princeville
206 N Walnut St
P O Box 200
Princeville, IL 61539

V. INDEMNIFICATION
Except in the case of willful misconduct or gross negligence by the COUNTY, its agents, employees, officers or officials, the VILLAGE shall indemnify and hold harmless the COUNTY, its agents, employees, officers and officials from and against all loss, liability, claims, damages, demands, suits or actions of every nature and description, including legal fees and costs, arising out of the services provided by the COUNTY pursuant to this Agreement.

VI. INSURANCE
The COUNTY shall maintain comprehensive general liability insurance against claims for personal injury, death, or property damage arising out of or in connection with the COUNTY’s performance of this Agreement, which insurance shall have limits of not less than One Million Dollars ($1,000,000) per occurrence and not less than Two Million Dollars ($2,000,000) in the aggregate, and shall be issued by such insurance companies as are licensed to do business in the State of Illinois. The COUNTY shall deliver a certificate of insurance to the VILLAGE evidencing the insurance on the execution date of this Agreement. The COUNTY shall provide written notice to the VILLAGE, not less than thirty (30) days prior to expiration, cancellation, renewal, or modification of such insurance.

VII. GOVERNING LAW
This Agreement shall be governed in all respects by the laws of the State of Illinois.

VIII. SEVERABILITY
If any portion of this Agreement shall be invalid or unenforceable, for any reason, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.
IX. **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No changes or modification of the Agreement shall be valid unless the same is in writing and signed by the parties.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

<table>
<thead>
<tr>
<th>COUNTY OF PEORIA</th>
<th>VILLAGE OF PRINCEVILLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ______________</td>
<td>By: ______________</td>
</tr>
<tr>
<td>Name: ___________</td>
<td>Name: ______________</td>
</tr>
<tr>
<td>Title: __________</td>
<td>Title: __________</td>
</tr>
<tr>
<td>Date: ___________</td>
<td>Date: __________</td>
</tr>
</tbody>
</table>
TO THE HONORABLE COUNTY BOARD  
COUNTY OF PEORIA, ILLINOIS  

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

Re: Extension of Intergovernmental Agreements with Peoria County municipalities to provide animal control and protection services

RESOLUTION

WHEREAS, the Peoria County Board has declared as a statement of policy that animal control and protection services will be a core service of Peoria County Government aligned to the Board's Mission Statement and Strategic Goals; and

WHEREAS, the Peoria County Board has adopted a Service Model that defines the level of service the County provides as Mandated and Full Service: and

WHEREAS, there is an Intergovernmental Agreement with the Villages of Bartonville, Bellevue, Brimfield, Dunlap, Glasford, Hanna City, Kingston Mines, Mapleton, Norwood, Peoria Heights and Princeville, and the Cities of Chillicothe, Peoria, and West Peoria to provide full animal control services through June 30, 2020, and impound only services for Elmwood through June 30, 2020; and

WHEREAS, your committee urges the adoption of the new attached Intergovernmental Agreements with these municipalities for the remainder of 2020, 2021, 2022, 2023 and 2024 at an annual per capita rate of $2.20, $2.30, $2.40, $2.50 and $2.50 respectively.

NOW, THEREFORE BE IT RESOLVED, that either the Peoria County Board chairman or the County Administrator is hereby authorized to execute on Peoria County's behalf the attached Addendum to the Intergovernmental Agreements.

RESPECTFULLY SUBMITTED,
Public Safety and Justice Committee