



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Judicial and Public Safety Committee Final Regular Meeting Agenda

Tuesday, June 6, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

2. ROLL CALL

3. PUBLIC COMMENT

4. CHAIR REMARKS - Chair Evans

5. APPROVAL OF MINUTES:

5.A. [23-1987](#)

Judicial and Public Safety Committee - Regular Meeting - Tuesday, May 16, 2023.

6. PROCUREMENT REQUISITIONS

6.A. [JPS-P-0054-23](#)

Recommendation for the approval of a contract to JusticeText, Inc., for the purchase of audiovisual evidence management software licenses for the period July 1, 2023 through June 30, 2024, for the Public Defender's Office, for the amount not to exceed \$40,000. Other Professional Services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-350. (Public Defender's Office)

6.B. [JPS-P-0055-23](#)

Recommendation for the approval of a contract to Ray O'Herron Company, Inc., to provide firearm ammunition as needed, for the period July 1, 2023 through June 30, 2024, for a contract total amount not to exceed \$150,000. Contract pursuant to the Governmental Joint Purchasing Act (State of Illinois) Master Contract #4018508. (Sheriff's Office)

6.C. [JPS-P-0056-23](#)

Approval of a contract purchase order issued to Diana Hightower, for administrative services for the Family Violence Coordinating Council, for the period of July 1, 2023 through June 30, 2024, for the 18th Judicial Circuit Court, for a contract total amount not to exceed \$33,600. Grant funded. (18th Judicial Circuit Court)

7. RESOLUTIONS

7.A. [FI-R-0142-23](#)

Authorization to transfer \$1,400,000 in budget to the County Sheriff for Fiscal Year 2023. (Sheriff's Office)

7.B. [FI-R-0143-23](#)

Acceptance and Appropriation of the Illinois Family Violence Coordinating Council Grant PY24, Inter-Governmental Agreement No. 322418, Company 5000 - Accounting Unit 6000, \$38,300. (18th Judicial Circuit Court)

8. BUDGET TRANSFERS8.A. [23-1988](#)

Transfer of funds from account no. 5000--6192-50000 (Regular Salaries) to account no. 5000-6192-51040 (Employee Medical & Hospital Insurance) in the amount of \$5,000 to cover the increased amount incurred for medical insurance costs which have been greater than anticipated for FY23. (Probation and Court Services)

8.B. [23-1989](#)

Transfer of funds from account no. 1000-4415-50000 (Regular Salaries) to account no. 1000-4410-50010 (Overtime) in the amount of \$500,000 to cover overtime shortage in the Correctional Facility due to staff shortage. (Sheriff's Office)

9. GRANTS9.A. [23-1990](#)

GPN 030-23: Patrick Leahy Bulletproof Vest Partnership FY23 - U.S. Department of Justice - \$158,448. (Sheriff's Office)

10. OLD BUSINESS**11. NEW BUSINESS****12. EXECUTIVE SESSION**

12.A. Pursuant to Open Meetings Act 5 ILCS 120/2(c)(21) - Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06.

13. MATTERS REFERRED FROM EXECUTIVE SESSION13.A. [23-2007](#)

Decision regarding release of October 4, 2022 closed session minutes.

14. ADJOURNMENT



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1987

Agenda Date: 6/6/2023

Agenda #: 5.A.



DU PAGE COUNTY

Judicial and Public Safety Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, May 16, 2023

8:00 AM

County Board Room

1. CALL TO ORDER

8:00 AM meeting was called to order by Chair Lucy Evans at 8:02 AM.

2. ROLL CALL

Other Board members present: Member Cindy Cahill, Member Paula Garcia and Member Sheila Rutledge

Staff present: Nick Kottmeyer (Chief Administrative Officer), Joan Olson (Chief Communications Officer), Conor McCarthy (State's Attorney Office), Lisa Smith (State's Attorney Office), Suzanne Armstrong (Court Administrator), Edmond Moore (Undersheriff), Craig Dieckman (Director, Office of Homeland Security and Emergency Management), John Nebl (Emergency Management Coordinator, Office of Homeland Security and Emergency Management), Jason Blumenthal (Policy and Program Manager), Jeff Martynowicz (Chief Financial Officer), Nick Etminan (Procurement) and Robert McEllin (Director, Probation and Court Services).

Presenters: Judge Ann Celine Walsh (Chair, Family Violence Coordinating Council) and Diana Hightower (Coordinator, Family Violence Coordinating Council)

PRESENT	Chaplin, Childress, DeSart, Eckhoff, Evans, Gustin, Ozog, and Yoo
ABSENT	Krajewski, and Tornatore
REMOTE	Zay
LATE	Schwarze

MOTION TO ALLOW REMOTE PARTICIPATION

Member Gustin moved, seconded by Member DeSart to allow Member Jim Zay to participate remotely.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Patty Gustin
SECONDER:	Dawn DeSart

3. PUBLIC COMMENT

No public comment was offered.

4. CHAIRWOMAN'S REMARKS - Chair Evans

Chair Lucy Evans welcomed all in attendance. She informed the Committee that Judge Ann Celine Walsh would be presenting an overview of the Family Violence Coordinating Council later in the meeting. Chair Evans also recognized that this is National Police Week. She went on to thank all of the hardworking law enforcement officers that serve and protect our communities and keep the residents of DuPage County safe.

5. APPROVAL OF MINUTES:**5.A. [23-1847](#)**

Judicial and Public Safety Committee - Regular Meeting - Tuesday, May 2, 2023.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Michael Childress
SECONDER:	Mary Ozog

6. PROCUREMENT REQUISITIONS**6.A. [23-1848](#)**

Recommendation for the approval of a contract to Kelly A. Graham, to design and implement comprehensive job placement for unemployed Probationers, for the period May 29, 2023 through May 28, 2024, for a contract total amount not to exceed \$27,000. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services).

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Liz Chaplin

6.B. [JPS-P-0053-23](#)

Recommendation for the approval of a contract to Nestor A. Evaristo, as a Veteran Mentor Coordinator to develop a veteran peer mentor program, for the period May 30, 2023 through May 29, 2024, for a contract total amount not to exceed \$37,500. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services - Grant Funded).

Member Yeena Yoo inquired as to how many veterans are involved in the veteran mentor program. Robert McEllin, Director of Probation and Court Services responded that there are currently about 21 veterans in veteran court and at least seven veterans that are applying for support services. In addition, Director McEllin indicated that there are some veterans in drug court that this Veteran Mentor Coordinator will also work with. Member Yoo also asked why the contract total amount for this item is higher compared to the contract total amount in the previous item. Director McEllin replied that it is

anticipated this Veteran Mentor Coordinator will work more hours than the Employment Coordinator.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

6.C. [23-1849](#)

Recommendation for the approval of a contract to Sandra K. White, as a Recovery Coach Coordinator to work with the two agencies, coaches, probation, and other stakeholders to provide services to the participants in the program, for the period May 22, 2023 through May 21, 2024, for a contract total amount not to exceed \$22,500. Other professional services not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-353(1)(b). (Probation and Court Services - Grant Funded).

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Liz Chaplin
SECONDER:	Greg Schwarze

7. **RESOLUTIONS**

7.A. [JPS-R-0060-23](#)

Recommendation for the approval of an addendum to resolution JPS-R-0002-23, Intergovernmental Agreement between the County of DuPage and the County of Kane for Housing and Detention services for minors, to modify the insurance coverage to reflect excess coverage in the amount of \$20 million with a \$1 million self-insurance retention. (Probation & Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Mary Ozog
SECONDER:	Yeena Yoo

8. **BUDGET TRANSFERS**

8.A. [23-1850](#)

Transfer of funds from account no. 1300-4130-53828 (contingencies) to account no. 1300-4130-52260 (fuel and lubricants) in the amount of \$5,000 to cover the expenses of gasoline for county vehicles utilized by county employees in our office. (Coroner's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Michael Childress

8.B. [23-1851](#)

Transfer of funds from account no. 1000-5900-50099 (new program requests-personnel) to account no. 1000-5900-50000 (regular salaries) in the amount of \$60,000 to cover the salary of a Full-Time Court Interpreter. This FY23 budgeted position for a new program request was filled on 12/1/2022. Money needs to be transferred from New Program Requests to Regular Salaries. (18th Judicial Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED
MOVER:	Yeena Yoo
SECONDER:	Liz Chaplin

9. ACTION ITEMS

9.A. [23-1852](#)

Decrease and close Purchase Order 5534-0001 SERV, issued to Quicket Solutions, Inc., in the amount of \$1,071,000. (Clerk of the Circuit Court)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Michael Childress
SECONDER:	Yeena Yoo

10. GRANTS

10.A. [23-1853](#)

GPN 024-23: FY24 Tobacco Grant - Illinois Department of Human Services - U.S. Department of Health Services - \$6,993. (Sheriff's Office)

Member Patty Gustin asked whether there will be State funding available for education on the use of drugs, tobacco and marijuana. Policy and Program Manager Jason Blumenthal commented that this is being monitored and that he will look into it further to determine the status. Mr. Blumenthal further mentioned that the Sheriff's Office currently has a program in place where they go to schools and other organizations to provide education on the dangers of using these substances. Lastly, Mr. Blumenthal indicated that he would discuss this topic further with Legislative Committee Chair Dawn DeSart.

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

10.B. [23-1854](#)

GPN 025-23: State Criminal Alien Assistance Program (SCAAP) FY23 - U.S. Department of Justice - Bureau of Justice Assistance - \$488,323.88. (Sheriff's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

10.C. [23-1855](#)

GPN 026-23: Victims of Crime Act PY24 - Illinois Criminal Justice Information Authority (through CACI) - U.S. Department of Justice - \$80,504. (State's Attorney Office/Children's Center)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

10.D. [23-1856](#)

GPN 029-23: DuPage County Adult Redeploy Illinois Programs SFY24 - Illinois Criminal Justice Information Authority - \$450,514.85. (Probation and Court Services)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

11. TRAVEL

11.A. [23-1857](#)

Authorization is requested for overnight travel for two (2) Emergency Management Specialists to attend the Multi-Agency Resource Center (MARC) Training at the ILEAS Training Center in Urbana, Illinois. The dates of travel are May 30, 2023 through May 31, 2023. This training will provide an overview of the MARC goals, set-up and operations. It is important for these Specialists to attend this training as they are responsible for coordinating the development of DuPage County's Multi-Agency Resource Center Plan development. The cost to DuPage County for both staff members would be \$509.10 for gasoline, lodging and meals. (Office of Homeland Security and

Emergency Management)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

11.B. [23-1858](#)

Authorization is requested for the OHSEM Communications Unit (COMU) Leader to attend a Communications Unit (COMU) Program Working Group at the ILEAS Training Center in Urbana, Illinois. The dates of travel are June 7, 2023 through June 8, 2023. Lodging and meals are provided. No cost to DuPage County. (Office of Homeland Security and Emergency Management)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Yeena Yoo

11.C. [23-1859](#)

Authorization is requested for overnight travel for RapidComm 4 and two (2) OHSEM Reservists to fulfill a mutual aid request from IEMA supporting Madison County Emergency Management Agency with public safety communications. (IEMA Mission #IU 2023-0026) The dates of travel are June 2, 2023 through June 4, 2023. Madison County will provide lodging, while DuPage County covers the cost of fuel and per diems for both reservists in the amount of \$665. (Office of Homeland Security and Emergency Management)

The motion was approved on a voice vote, all "ayes".

RESULT:	APPROVED AT COMMITTEE
MOVER:	Liz Chaplin
SECONDER:	Michael Childress

12. INFORMATIONAL

12.A. [23-1860](#)

Public Defender's Office April Monthly Statistical Report (Public Defender's Office)

The motion was approved on a voice vote, all "ayes".

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Dawn DeSart
SECONDER:	Yeena Yoo

13. PRESENTATION**13.A. Judge Ann Celine Walsh - Overview of the Family Violence Coordinating Council (FVCC)**

Judge Ann Celine Walsh, Presiding Judge of the Speciality and Juvenile Courts Division and Chair of the Family Violence Coordinating Council for the 18th Judicial Circuit Court, was joined by Diana Hightower, Coordinator of the Family Violence Coordinating Council.

Together, they presented to the Committee an overview of the Family Violence Coordinating Council (FVCC). Judge Walsh began by thanking the Committee members for all of the good work that they do on behalf of the Courts. She then went on to state that she has been the Chair of the FVCC for five years and offered a brief background on the Council.

At this time, Diana Hightower shared with the Committee some of the objectives of the FVCC. She began by stating that the FVCC is funded by a grant through the Illinois Criminal Justice Information Authority (ICJIA) and is a collaboration of the courts, law enforcements, advocacy groups and other organizations which seek to improve the system's response to domestic violence. The goals of the FVCC are to provide a forum to improve institutional, professional and community response to family violence including child abuse, elder abuse and domestic abuse. Further, the FVCC offers education and prevention as well as coordinates interventions and services for both victims and perpetrators. The FVCC seeks to contribute to the improvement of the legal system and the administration of justice.

There are four committees within the FVCC which include: the Steering Committee, the Courts and Law Enforcement Committee, the Community Intervention and Education Committee and the QR Code Committee. Coordinator Hightower went on to explain the objectives of the Steering Committee, the Courts and Law Enforcement Committee and the Community Intervention and Education Committee.

At this time, Judge Walsh provided an in-depth presentation of the QR Code Committee. This Committee was launched in March of 2023 and is intended to help domestic violence victims safely and quickly seek the resources they need. The FVCC, in collaboration with the State's Attorney Office and the DuPage County Health Department, has created a training tool for the more than 40 law enforcement agencies in DuPage County to implement the QR Code. Judge Walsh's goal is to grow this initiative and encouraged the Committee members to spread the word to others. She also asked them to reach out to her if they know of any additional contacts that would benefit from this program.

A question and answer session followed.

14. OLD BUSINESS

No old business was offered.

15. NEW BUSINESS

No new business was offered.

16. ADJOURNMENT

With no further business, the meeting was adjourned at 8:45 AM. The next meeting is scheduled for Tuesday, June 6, 2023 at 8:00 AM.



Judicial/Public Safety Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: JPS-P-0054-23

Agenda Date: 6/6/2023

Agenda #: 6.A.

AWARDING RESOLUTION TO JUSTICETEXT, INC
FOR THE PURCHASE OF AUDIOVISUAL EVIDENCE MANAGEMENT SOFTWARE LICENSES
(CONTRACT TOTAL \$40,000.00)

WHEREAS, a sole source quotation has been obtained in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to JusticeText, Inc., to provide the use of audiovisual evidence management software licenses, for the period July 1, 2023, through June 30, 2024, for the Public Defender's Office.

NOW, THEREFORE BE IT RESOLVED, covering said, for the purchase use of audiovisual evidence management software licenses for the period July 1, 2023, through June 30, 2024, for the Public Defender's Office, and it is hereby approved for issuance of a contract, by the Procurement Division to JusticeText, Inc., 5 Ravenna, Irvine, CA 92614, for a contract total amount of \$40,000.00.

Enacted and approved this 13th day of June 2023, at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1910	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$40,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/06/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$40,000.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: JusticeText Inc.	VENDOR #: 39480	DEPT: Public Defender	DEPT CONTACT NAME: Jeff York
VENDOR CONTACT: Jon Ervin	VENDOR CONTACT PHONE: 949-743-4670	DEPT CONTACT PHONE #: 630-407-8300	DEPT CONTACT EMAIL: Jeff.York@dupageco.org
VENDOR CONTACT EMAIL: jon@justicetext.com	VENDOR WEBSITE: https://justicetext.com/	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Purchasing the use of 40 audiovisual evidence management software licenses for the use of the Public Defender's Office.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Expedite the review of body-camera footage, interrogation videos, and other crucial discovery.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF A LICENSED OR PATENTED GOOD OR SERVICE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Expedite the review of body-camera footage, interrogation videos, and other crucial discovery, specifically for public defenders.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. We explored other products, but nothing else met our needs or are specifically designed for defense attorneys. This is relatively new technology.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Internet search, meeting with other public defenders from around country

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Melissa Buckardt	Email: Melissa.Buckardt@dupageco.org
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: JusticeText, Inc	Vendor#: 39480	Dept: Public Defender	Division:
Attn: Jon Ervin	Email: jon@justicetext.com	Attn: Jeffrey York	Email: Jeff.York@dupageco.org
Address: 5 Ravenna	City: Irvine	Address: 503 N. County Farm Road	City: Wheaton
State: California	Zip: 92614	State: Illinois	Zip: 60187
Phone: 949-743-4670	Fax:	Phone: 630-407-8300	Fax: 630-407-8301
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		1 year contract to purchase audiovisual evidence software licenses	FY23	1000	6300	53090		40,000.00	40,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 40,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☒ W-9 ☒ Vendor Ethics Disclosure Statement

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (this “**Agreement**”) is made and entered into as of May 22, 2023 (the “**Effective Date**”), by and between JusticeText Inc. (“**Company**”), and the DuPage County Public Defender (“**Customer**”).

WHEREAS, Company is in the process of developing a certain product that capable of (1) automatically generating searchable transcripts of uploaded video content; (2) editing said transcripts; (3) creating time-stamped annotations within said transcripts; and (4) editing uploaded video content into shorter clips (the “**Product**”).

WHEREAS, Company and Customer desire to have Customer use the Product and provide feedback to the Company, subject to and in accordance with the terms of this Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. SALE AND USE OF PRODUCT.

- 1.1 Sale and Use. Subject to the terms and conditions of this Agreement, Company will sell the Product to Customer, for personal use as defined in this Agreement.
- 1.2 Fees. Customer will pay Company a payment of \$1,000 per license for **40 licenses** of the Product for a one-year term, for a total of **\$40,000**. This one-year term begins **July 1, 2023** and ends **June 30, 2024**. This pricing represents a 17% discount off the base price of \$1,200 per license. Payment for the Product is due within 30 days of the invoice. All past due amounts will incur interest at a rate of 1% per month or the maximum rate permitted by law, whichever is less. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind (including but not limited to sales, use and withholding taxes) associated with this Agreement or Customer’s receipt or use of the Product and related services.
- 1.3 Restrictions on Use. Customer will not: (a) modify, alter or improve the Product; (b) rent, lease, license, loan, resell, transfer, distribute or otherwise make the Product or the related services available to any third party without the prior written consent of the Company; (c) reverse engineer the Product (or any component thereof), or decompile or disassemble any software or firmware components of the Product, or authorize a third party to do any of the foregoing; or (d) mortgage, pledge or encumber the Product in any way.
- 1.4 Privacy. The Company shall use personally identifiable information of Customer only for the purpose of providing the services under this Agreement to Customer. The Company may use aggregated non-personally identifiable information derived from information provided by Customer, including but not limited to for the purpose of improving the Product and related services.
- 1.5 Confidentiality. Customer will upload video and audio evidence to the Product. Company will not provide access to the transcription or the underlying data or disseminate the

transcription or the underlying data to anyone without the written consent of Customer. Company will treat as confidential the data obtained from Customer. Customer's transmission of this data does not constitute any waiver of attorney-client privilege, work product privilege, or confidentiality.

2. FEEDBACK. All feedback, comments, and suggestions for improvements that Customer provides to Company hereunder are referred to collectively as “**Customer Feedback**”.

3. OWNERSHIP. Customer acknowledges and agrees that all Customer Feedback will be the sole and exclusive property of Company. Customer hereby irrevocably transfers and assigns to Company and agrees to irrevocably assign and transfer to Company all of Customer's right, title, and interest in and to all Customer Feedback, including all worldwide patent rights (including patent applications and disclosures), copyright rights, trade secret rights, and other intellectual property rights (collectively, “**Intellectual Property Rights**”) therein. At Company's request and expense, Customer will execute documents and take such further acts as Company may reasonably request to assist Company to acquire, perfect and maintain its Intellectual Property Rights and other legal protections for the Customer Feedback. Customer acknowledges and agrees that, as between the parties, Company own all right, title, and interest in and to the Product and related services, including all Intellectual Property Rights therein, even if Company incorporates any Customer Feedback into subsequent versions of the Product. Customer will not earn or acquire any rights or licenses in the Product or in any Company Intellectual Property Rights on account of this Agreement or Customer's performance under this Agreement.

4. DISCLAIMERS.

4.1 Warranty Disclaimers. Customer acknowledges that the Product is being provided "AS IS." COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

4.2 No Warranty. Company does not warrant that the services related to the Product and the Product will be uninterrupted, reliable, accurate, available, error free, and free from unauthorized access. Use of the Product and related services, including use of any analysis or information provided in connection thereto, by Customer or any third party shall be at Customer's sole risk and liability.

4.3 Third Party Providers. Customer acknowledges that certain services related to the Product are provided or dependent upon by third party providers. The Company is not responsible for any act or omission or the availability or quality of any products or services provided by such third parties.

5. LIMITATION ON LIABILITY. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS

AGREEMENT OR THE INSTALLATION OR USE OF OR INABILITY TO USE THE PRODUCT OR RELATED SERVICES OR FOR ANY ERROR OR DEFECT IN THE PRODUCT, INCLUDING INCORRECT DETERMINATION OF LOCATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

6. TERM AND TERMINATION.

6.1 Term. The term of this Agreement will be for a period of 12 months, unless sooner terminated as provided below. The parties may extend the term of this Agreement on terms and conditions agreed between the parties.

6.2 Effect of Termination. Upon any termination or expiration of this Agreement, Customer's right to use the services provided by the Company in connection with the Product will automatically terminate.

6.3 Survival. The provisions of Sections 1.3, 2, 3, 4, 5, 6.2, 6.3, and 7 will survive any termination or expiration of this Agreement.

7. GENERAL PROVISIONS.

7.1 Assignment. Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of Company. Any attempted assignment without such consent will be null and of no effect.

7.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois (excluding its body of law controlling conflicts of law).

7.3 Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

7.4 Waiver. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.

7.5 Entire Agreement. This Agreement and the attached exhibits constitute the entire and exclusive agreement between the parties pertaining to the subject matter hereof, and supersede any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

7.6 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

JusticeText Inc.

Name: Devshi Mehrotra

Title: CEO

Signature: _____

Date: _____

DuPage County Public Defender

Name: _____

Title: _____

Signature: _____

Date: _____



May 19, 2023

Melissa S. Buckardt
Administrative Assistant
Public Defender's Office
503 N. County Farm Road
Wheaton, Illinois 60187
Melissa.Buckardt@dupageco.org

RE: Sole Source Letter

Dear Ms. Buckardt,

As requested, I am providing a letter that confirms that JusticeText is the Sole Source of the following item(s) and/or service(s):

JusticeText is an audiovisual evidence management platform for public defenders designed to expedite the review of body-camera footage, interrogation videos, and other crucial digital discovery. The software includes the following features:

- Upload audio and video files of **any length**
- Transcribe discovery in **12+ languages**, including Spanish, Mandarin, and more
- **Speaker recognition** for up to 10 speakers
- Include **custom vocabulary** during the time of upload (streets, neighborhoods, witness names)
- **Edit and annotate** the output transcript, with all changes automatically saved, via a best-in-class user experience
- **Create video clips** of relevant parts of the file that can be shared with clients/colleagues via a unique link
- **Export your transcript and video clips** to your local machine
- **Share a fully-editable version** of your interactive transcript with clients and colleagues
- Generate an automatically **timestamped notebook** as the video plays
- Identify **key words** from the automatically generated transcript (e.g. Miranda warnings)
- **Search** across all uploaded evidence for custom tags and key phrases
- Collaboratively review all evidence on a case **using shared workspaces**
- **Upload files on behalf** of others to streamline attorney workflows
- **Upload proprietary file types** (e.g., GTL jail calls) directly onto JusticeText without converting in advance
- **Automatically identify an expanding list of key moments** in audio or video files including Miranda rights, field sobriety tests and arrests
- **Summarize transcripts** to quickly identify relevant pieces of discovery
- **Ask questions about the people, places, and events in the discovery** with an in-built AI assistant to quickly distill the most critical insights

JusticeText is the Sole Source of the item(s) and/or service(s) listed above, and no other company or firm sells or distributes such item(s) and/or service(s).

Providing technological support for public defenders is at the core of our company's mission. My co-founder and I started building this product while we were college students at the University of Chicago to [address the challenges](#) faced by the local public defender's office. We currently work with state and local public defender organizations across the nation; a selection of our key client partnerships is included below:

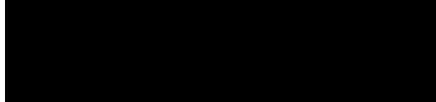
- [Public Defender Service for the District of Columbia](#)
- [Harris County Public Defender Office](#)
- [Sonoma County Public Defender's Office](#)

To the best of my knowledge, there is/are no other item(s) and/or service(s) available for purchase that would serve the same purpose or function as JusticeText.

Sincerely,

Devshi Mehrotra

CEO & Co-Founder, JusticeText





Required Vendor Ethics Disclosure Statement

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

Date: May 19, 2023

Bid/Contract/PO #:

Company Name: JusticeText	Company Contact: Devshi Mehrotra
Contact Phone: (949) 743-4670	Contact Email: devshi@justicetext.com

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

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

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

Add Line	Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made
x					

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

Add Line	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
x			

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

Printed Name

Devshi Mehrotra

Title

Founder and CEO

Date

May 19, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)



Judicial/Public Safety Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: JPS-P-0055-23

Agenda Date: 6/6/2023

Agenda #: 6.B.

AWARDING RESOLUTION ISSUED TO
RAY O'HERRON COMPANY, INC.
FOR FIREARM AMMUNITION
FOR THE SHERIFF'S OFFICE
(CONTRACT TOTAL AMOUNT \$150,000.00)

WHEREAS, Section 4.2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to procure personal property, supplies and services under any contract let by the State pursuant to lawful procurement procedures notwithstanding the requirements of Section 5-1022 of the Counties Code; and

WHEREAS, the Judicial and Public Safety Committee recommends County Board approval for the issuance of a contract to Ray O'Herron Company, Inc., for firearm ammunition, for the period of July 1, 2023 through June 30, 2024, for the Sheriff's Office.

NOW, THEREFORE BE IT RESOLVED, that said contract is for firearm ammunition, for the period of July 1, 2023 through June 30, 2024 for the Sheriff's Office, per contract pursuant to the Governmental Joint Purchasing Act (State of Illinois) Master Contract #4018508, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Ray O'Herron Company, Inc., 3549 N. Vermillion Street, Danville, IL 61832, for a contract total amount of \$150,000.00.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1919	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 3 X 1 YR TERM PERIODS	INITIAL TERM TOTAL COST: \$150,000.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/20/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$600,000.00
	CURRENT TERM TOTAL COST: \$150,000.00	MAX LENGTH WITH ALL RENEWALS: FOUR YEARS	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Ray O'Herron	VENDOR #: 11145	DEPT: Sheriff's Office	DEPT CONTACT NAME: Colleen Zbilski
VENDOR CONTACT: Dan Yara	VENDOR CONTACT PHONE: 708-710-3396	DEPT CONTACT PHONE #: 630-407-2122	DEPT CONTACT EMAIL: colleen.zbilski@dupagesheriff.org
VENDOR CONTACT EMAIL: dpyara@comcast.net	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Furnish and deliver firearm ammunition on an "as needed" basis for the Sheriff's Office.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Ammunition is needed for training purposes.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
COOPERATIVE (DPC2-352), GOVERNMENT JOINT PURCHASING ACT (30ILCS525) OR GSA SCHEDULE PRICING	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. FINANCIAL PLANNING
SOURCE SELECTION	Describe method used to select source. Ray O'Herron holds the master contract with the State of Illinois for ammunition. Per Governmental Joint Purchasing Act (30 ILCS 525), vetting by the State of Illinois Dept of Central Management Services, solicited bids from qualified vendors to establish a contract to enable all State of IL agencies as well as local government units to purchase ammunition cartridges on an "as needed" basis throughout the contract period
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). Would save Sheriff's Office a significant amount of money

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Ray O'Herron	Vendor#: 11145	Dept: Sheriff's Office	Division: Budget Support
Attn: Dan Yara	Email: dpyara@comcast	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 1600 75th St	City: Downers Grove	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 60516	State: IL	Zip: 60187
Phone: 630-629-2677 x 205	Fax:	Phone: 630-407-2122	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Ray O'Herron	Vendor#: 11145	Dept: Sheriff's Office	Division:
Attn:	Email:	Attn: Colleen Zbilski	Email: colleen.zbilski@dupagesheriff.org
Address: 3549 N Vermillion St P.O. Box 1070	City: Danville	Address: 501 N County Farm Road	City: Wheaton
State: IL	Zip: 601834	State: IL	Zip: 60188
Phone: 800-223-2097	Fax:	Phone: 630-407-2122	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jul 1, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Firearm Ammunition	FY23	1000	4400	52200		50,000.00	50,000.00
2	1	EA		Firearm Ammunition	FY24	1000	4400	52200		100,000.00	100,000.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 150,000.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

ILLINOIS

AMMUNITION CONTRACT

ITEM #	DESCRIPTION	PRICE/1000
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WINCHESTER

RIFLE

USA223R1	223Rem, 55gr, FMJ, 20rd/box	398.00
RA223R	223Rem, 55gr, POINTED SOFT POINT, 20rd/box	582.00
RA556B	5.56mm, 64gr, BONDED, 20rd/box	889.00
Q3131	5.56mm, 55gr, FMJ, 20rd/box	398.00
S308M	308 WIN, 168gr, SRRA BTHP, 20rd/box	1,024.00

38 SPECIAL

X38S7PH	38 SPECIAL, 125gr +P JHP, 50rd/box	337.00
Q4171	38 SPECIAL, 130gr FMJ, 50rd/box	289.00
X38SMRP	38 SPECIAL, 148gr, WDCTTR, 50rd/box	381.00
USA38JHP	38 SPECIAL, 125gr, JHP, 50rd/box	337.00
RA38B	38 SPECIAL, 130gr, JHP+P BONDED, 50rd/box	402.00

40

Q4238	40SW, 180gr, FMJ, 50rd/box	268.00
RA40T	40SW, 180gr, SXT JHP, 50rd/box	337.00
RA40SF	40SW, 135gr, FRANGIBLE LEAD FREE, 50rd/box	521.00

45

Q4170	45ACP, 230gr, FMJ, 50rd/box	297.00
RA45T	45ACP, 230gr, SXT JHP, 50rd/box	386.00

SHOTGUN

TRGT128	12ga, 8 2 3/4 TARGET, 25rd/box	294.00
RA12RS15	12ga, RFLD SLUGS, RANGER, 5rd/box	578.00
RA1200	12ga, 00 BUCK,9 PELLET, 25rd/box	546.00
TRGT12S7	12ga, #7 STEEL SHOT 2.75", 25rd/box	294.00
RA1200SF	12ga, 00BK FRAN 2.75" 9 PELLET, 25rd/box	1,368.00
RA12RSSF	12ga, RFLD SLUG FRANGIBLE, 2.75", 25rd/box	1,638.00
RA12RS15S	12ga, SEGMENTING SLUG, 5rd/box	634.00
TRGT208	20ga, SUPER TARGET 2.75", 25rd/box	274.00
WE20GT7	20ga, #7 STEEL SHOT 2.75", 25rd/box	288.00
AA288	28ga, #8 LEAD TARGET 2.75", 25rd/box	442.00
WE28GT7	28ga, #7 2-3/4, 25rd/box	428.00

AMMO PRICING IS GOOD UNTIL THE END OF 2023

CONTRACT#
B - 20284
P - 28798

DANVILLE STORE

3549 N. Vermilion St.
Danville, IL 61832
Phone: 1-800-223-2097



WWW.OHERRON.COM

DOWNERS GROVE STORE

1600 75th St.
Downers Grove, IL 60516
Phone: 1-630-629-2677

ILLINOIS

AMMUNITION CONTRACT

ITEM #	DESCRIPTION	PRICE/1000
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WINCHESTER

9MM

RA9115HP+	9mm, 115gr, + P + JHP, 50rd/box	275.00
Q4172	9mm, 115gr, FMJ, 50rd/box	219.00
RA9T	9mm, 147gr, SXT JHP SUBSONIC, 50rd/box	301.00
USA9MM1	9mm, 147gr, FMJ FLT NS, 50rd/box	255.00
RA9B	9mm, 147gr, BONDED, 50rd/box	381.00
RA9B1	9mm, 147gr, RANGER ONE BONDED, 50rd/box	452.00
RA9BA	9mm, 124gr+P, JHP BONDED, 50rd/box	381.00
RA9SF	9mm, 100gr, FRANGIBLE, 50rd/box	435.00

ITEM #	DESCRIPTION	PRICE/500
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SIMUMITION

532076_	9mm FX marking cartridges	295.00
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AMMO PRICING IS GOOD UNTIL THE END OF 2023

CONTRACT#

B - 20284

P - 28798

SHIPMENT INFO

Due to increased demand, delivery of some items could be extended. Lift gate delivery available, at additional charge, per request. Please contact us for specific delivery times and/or lift gate pricing.

FREE FREIGHT ON 3,000 ROUNDS.

BIDS@OHERRON.COM



WINCHESTER
A M M U N I T I O N

SIMUMITION

DANVILLE STORE

3549 N. Vermilion St.
Danville, IL 61832
Phone: 1-800-223-2097



WWW.OHERRON.COM

DOWNERS GROVE STORE

1600 75th St.
Downers Grove, IL 60516
Phone: 1-630-629-2677



Required Vendor Ethics Disclosure Statement

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

Date: **05/24/2023**

Bid/Contract/PO #: **20284**

Company Name: Ray O'Herron Company, Inc.	Company Contact: Michael O'Herron
Contact Phone: (800) 223-2097	Contact Email: bids@oherron.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

- All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<https://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature

[Redacted Signature]

Printed Name

Michael O'Herron

Title

President

Date

05/24/2023

Attach additional sheets if necessary. Sign each sheet and number each page. **PAGE 1 OF 1 (total number of pages)**



Judicial/Public Safety Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: JPS-P-0056-23

Agenda Date: 6/6/2023

Agenda #: 6.C.

AWARDING RESOLUTION ISSUED TO
DIANA HIGHTOWER
TO PROVIDE FAMILY VIOLENCE COORDINATING COUNCIL COORDINATOR
FOR THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT \$33,600.00)

WHEREAS, proposals have been taken and evaluated in accordance with County Board policy; and

WHEREAS, the Judicial and Public Safety recommends County Board approval for the issuance of a contract to Diana Hightower, to provide administrative assistance, for the period of July 1, 2023 through June 30, 2024, for 18th Judicial Circuit Court

NOW, THEREFORE BE IT RESOLVED, that said contract is to provide administrative services, for the period of July 1, 2023 through June 30, 2024 for 18th Judicial Circuit Court, be, and it is hereby approved for the issuance of a contract purchase order by the Procurement Division to Diana Hightower, 905 Asbury Drive, Aurora, IL 60502, for a contract total amount not to exceed \$33,600.00. Grant funded.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1925	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: 1 YR + 1 X 1 YR TERM PERIOD	INITIAL TERM TOTAL COST: \$33,600.00
COMMITTEE: JUDICIAL AND PUBLIC SAFETY	TARGET COMMITTEE DATE: 06/06/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$33,600.00
	CURRENT TERM TOTAL COST: \$33,600.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: FIRST RENEWAL
Vendor Information		Department Information	
VENDOR: Diana Hightower	VENDOR #: 39914	DEPT: 18th Judicial Circuit Court	DEPT CONTACT NAME: Katherine Thompson
VENDOR CONTACT: Diana Hightower	VENDOR CONTACT PHONE: 217-260-9773	DEPT CONTACT PHONE #: 630-407-8788	DEPT CONTACT EMAIL: katherine.thompson@18thjudicial.org
VENDOR CONTACT EMAIL: dmherndz@yahoo.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). Approval of a new contract with Diana Hightower, for a coordinator of the Family Violence Coordinating Council. This is a grant funded contract position.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished The coordinator has oversight responsibility of the various committees established to address the issue of family violence. These committees are comprised of the Judiciary, social service agencies, clergy, probation and legal and law enforcement communities. They are charged with public education and compilation of materials to assist in the prevention of family violence in DuPage County.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required.
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.
OTHER PROFESSIONAL SERVICES (DETAIL SELECTION PROCESS ON DECISION MEMO)	

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. May through June, 2022, position was posted and two candidates were interviewed and Diana Hightower was chosen for her work experience, educational background, and commitment to social work. She has proven to be a great asset to our grant, and the Chief Judge has requested that she continue for another grant year.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action). 1. To approve the contract for the coordinator position. 2. To add this position into the court's headcount.

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION Select an item from the following dropdown menu to justify why this is a sole source procurement.	
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Diana Hightower	Vendor#: 39914	Dept: 18th Judicial Circuit Court	Division:
Attn: Diana Hightower	Email: dmherndz@yahoo.com	Attn: Katherine Thompson	Email: Katherine.thompson@18thjudicial.org
Address: On File	City: On File	Address: 505 N County Farm Rd	City: Wheaton
State: On File	Zip: On File	State: IL	Zip: 60187
Phone: 217-260-9773	Fax:	Phone: 630-407-8788	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: same as above	Vendor#:	Dept: same as above	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25):	Contract End Date (PO25):
Contract Administrator (PO25):			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1120	EA	Hours Worked	Family Violence Coordinating Council Coordinator	FY23	5000	6000 IVE		322418	30.00	33,600.00
FY is required, assure the correct FY is selected.										Requisition Total	\$ 33,600.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

The following documents have been attached: ☐ W-9 ☒ Vendor Ethics Disclosure Statement

CONTRACTUAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, hereinafter referred to as the Court, and Diana Hightower, hereinafter referred to as the Contractor.

In consideration of the mutual covenants contained herein, the Court and the Contractor agree as follows:

- 1. Services to be performed.** The Contractor will provide services as the Local Council Coordinator (Contractor) for the Family Violence Coordinating Council (Council) located in the Eighteenth Judicial Circuit, DuPage County, Illinois, in compliance with grant agreement #322418.

The Local Council Coordinator (Contractor) will provide administrative assistance for the Council; mobilize resources to efficiently address the Council's needs and programs; assist in creating realistic approaches to complex issues; work to identify, analyze, and develop work plans regarding the multi-faceted issues of family violence; and provide networking and communication with other councils, the Court, and the IFVCC.

The Contractor agrees to perform the work agreed to in a professional and workmanlike manner.

- 2. Compensation.** In full consideration for personal services performed under this Agreement, the Court shall pay to the Contractor at a rate of \$30.00 per hour under the Grant #322418 for hours worked per pay period at a rate of \$30.00 per hour under the Grant #322418. Total compensation during the term of this agreement shall not exceed \$33,600.00. Pay periods shall be the first day of the month through the fifteenth (15th) day of the month, and the sixteenth (16th) day of the month through the last day of the month. To be eligible for payment, the Contractor must submit to the Court a semi-monthly invoice delineating the days and hours worked. The Court shall have the right to make the final determination that all services performed under this Agreement were reasonable and performed for the benefit of and in furtherance of the goals of the Local Council. Any services deemed unreasonable or which were not performed for the benefit of or in furtherance of the goals of the Local Council shall not be compensated.
- 3. Training and Travel.** The Court shall pay the Contractor for necessary travel expenses incurred while rendering services under this agreement within the limitations of the budget and subject to the approval of the Court. All requests for attendance at seminars, training, or other related educational activities must be approved in advance by the Court Administrator or his designee. Travel expenses shall be reimbursed in accordance with the regulations set forth by DuPage County, and allowable by the State of Illinois travel guidelines.

4. **No Additional Benefits.** No additional compensation or fringe benefits shall be provided to the Contractor by the Court other than those expressly set forth in sections 2 and 3 of this Agreement.
5. **Term.** The term of this Agreement shall commence on July 1, 2023 and shall conclude on June 30, 2024.
6. **Independent Contractor.**
 - (a) This is an agreement between an independent contractor and the Eighteenth Judicial Circuit Court of DuPage County, Illinois. Nothing contained herein or hereafter permitted shall constitute an “employer-employee” relationship. All remuneration paid pursuant to this Agreement constitutes compensation paid to the Contractor as an independent contractor.
 - (b) The Court and DuPage County shall not be liable under or by reason of this Agreement for the payment of any compensation, award or damages in connection with the Contractor performing his or her obligations under this Agreement or for injury or damages occurring to the Contractor as the result of any acts, omissions, negligence or otherwise while in process of performing the obligations required by this Agreement.

The Contractor shall provide the Court with a list of contracts Contractor has with any agency, board, commission, or other unit of local County, State, or federal government, or other entity public or private; and Contractor shall notify the Court in writing of any additions to such contracts or agreements entered into during the term of this contract.

7. **Payment.** The Contractor acknowledges and understands that payments will be made in accordance with the current financial practices of the Court and County of DuPage.
8. **Request for Payment.** The Court will initiate approval of payment upon receipt of a semi-monthly invoices delineating the hours and days worked. Invoices should be submitted no later than five (5) days after the end of the pay period. Completed invoice should be forwarded to: Office of the Chief Judge, 505 N. County Farm Rd., Wheaton, Il 60187.
9. **Transfer.** The Court may transfer services and/or payment responsibility to another entity after giving notice to the Contractor.

- 10. Subcontracting.** Subcontracting, assignment, or transfer of all or part of the interests of the Contractor in the work covered by this agreement shall be prohibited without prior written consent of the Court.
- (a) In the event the Court gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is bound and obligated and such shall be provided in the transferring instrument.
 - (b) The Contractor shall not employ for compensation any person or persons employed by the Court or DuPage County at any time during the term of this Agreement for any work required by the terms of the Agreement.

- 11. Right to Examine.** The Contractor agrees that the Court shall have the right to examine any of the Contractor's records that relate directly to this Agreement.

- 12. Liability and Insurance.** The Court does not assume any liability for acts or omissions of the Contractor and such liability rests solely with the Contractor. The Court will not indemnify or hold harmless any Contractor for claims based on the Court's use of the goods or services provided by the Contractor. Any liability for damages that the Court might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. If the Contractor uses a motor vehicle in conjunction with the work under this Agreement, the Contractor shall carry liability, casualty, and motor vehicle insurance in sufficient amounts to protect the Court from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence.

The Court and County of DuPage may self-insure against any and all risks.

- 13. Work Product.** All documents, including reports, ideas, manuscripts, and other work products specially developed, produced or designed by the Contractor for the Council or Court under or in connection with this Agreement, without limitation and whether preliminary or final, shall become and remain the property of the Court unless otherwise expressly agreed upon by the parties in writing. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, proposals, records and other related information shall, at the option of the Court be appropriately arranged, indexed, and delivered to the Court by the Contractor.

- 14. Right to Audit.** The Contractor agrees that the Court or its representatives shall have the right to examine any of the Contractor's records that directly relate to this Agreement. The Contractor shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify that the Contractor complied with the terms and conditions

related to services to be performed under the Agreement and the number of hours per week spent in the performance of such services. The Agreement and all books, records, and supporting documentation related to the Agreement shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Court for recovery of any funds paid by the Court under the Agreement for which adequate books, records, and supporting documentation are not available to support their disbursement. (See 30 ILCS 505/6.)

- 15. Governing Law.** This Agreement and any agreement, including services and other subsequent agreements that might result from this Agreement, shall be governed by the laws of the State of Illinois. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claims against the Court arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/1.)
- 16. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior agreements, representations, statements, negotiations, and undertakings.
- 17. Severability.** If any provisions of this Agreement should be found illegal, invalid, or void it shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 18. Waiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
- 19. Non-Discrimination.** The Contractor, the Contractor's agents, and subcontractors agree not to commit unlawful discrimination and agree to comply with the applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.
- 20. Termination.** Notwithstanding any provision in this Agreement, this Agreement may be terminated at the option of the Court or the Contractor upon thirty (30) days written notice. If either party elects to terminate, the Contractor, upon compliance with proper payment procedures set forth in this Agreement, shall be entitled to payment for satisfactory services rendered under the Agreement up to the time of termination. The determination as to whether services are satisfactory shall be made by the Court.

21. Certifications.

- (a) **Conflict of Interest.** The Contractor shall not be a State, Court or DuPage County employee nor shall any State, Court, or DuPage County employee have more than 7 ½% interest together with a spouse or minor child more than 15% interest in such contract. (See 30 ILCS 505/11.1 et seq.) Contractor may not enter into any other employment or personal service contracts during the term of this contract without the pre-approval of the Court.
- (b) **Bid-Rigging or Bid-Rotating.** The Contractor certifies that he or she has not been barred from contracting with the Court or DuPage County as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.
- (c) **Educational Loan Default.** The Contractor certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. (5ILCS 385/3.)
- (d) **Anti-Bribery.** The Contractor certifies that he or she has not been barred from being awarded a contract or subcontract under Section 10.1 or 10.2 of the Illinois Purchasing Act.
- (e) **International Anti-Boycott Certification.** Contractor certifies that neither contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- (f) **Legal Status Disclosure.** Under penalties of perjury, I, Contractor, certify a valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office and that I, Contractor, am doing business as an individual.
- (g) **Drug Free Workplace.** The Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. (30 ILCS 580/4.)
- (h) **Unlawful Discrimination.** Compliance with Nondiscrimination Laws. The Contractor certifies that he or she will 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:

- i. 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;
- ii. The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
- iii. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).(See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting limited English Proficient Persons, Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685))
- iv. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- v. The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
- vi. The Age Discrimination Act (42 USC 6101 et seq.).

22. Notices. Notices to the parties shall be sent to the addresses below:

**Eighteenth Judicial Circuit
Attention: Court Administrator
505 N. County Farm Rd.
Room 2015
Wheaton, IL 60187**

**Contractor's Address: Diana Hightower
Address on file**

23. Indemnification: For purposes of this provision, Agency means the Eighteenth Judicial Circuit Court, County of DuPage and any of its officers, employees, agents or offices. The Contractor agrees to assume all risk of loss and to indemnify and hold the Agency harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Agency) because of the Contractor's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Contractor and the Contractor shall have the right to compromise or defend the same to the extent of its own interest. The Contractor agrees to maintain adequate insurance to protect the Agency against such risks.



Required Vendor Ethics Disclosure Statement

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

Date: May 25, 2023

Bid/Contract/PO #: _____

Company Name: Diana Hightower	Company Contact: Diana Hightower
Contact Phone: 217-260-9773	Contact Email: diana@diana-hightower.com

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:

<http://www.dupageco.org/CountyBoard/Policies/>

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

Authorized Signature _____ Signature on File

Printed Name Diana Hightower

Title Local Council Coordinator

Date May 25, 2023

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0142-23

Agenda Date: 6/6/2023

Agenda #: 7.A.

AUTHORIZATION TO TRANSFER
\$1,400,000 IN BUDGET
TO COUNTY SHERIFF
FOR FISCAL YEAR 2023

WHEREAS, appropriations for the GENERAL FUND for Fiscal Year 2023 were adopted by the County Board pursuant to Ordinance FI-O-0059-22; and

WHEREAS, to cover existing inmates' medications, vaccines and medical services, the COUNTY SHERIFF is requesting additional budget; and

WHEREAS, the amount necessary to accommodate said additional charges is \$1,400,000 (ONE MILLION, FOUR HUNDRED THOUSAND, AND NO/100 DOLLARS); and

WHEREAS, there is sufficient unappropriated budget in the GENERAL FUND - COMPANY 1000, ACCOUNTING UNIT 1180, ACCOUNT 53828 (Contingencies) to support a budget transfer in the amount of \$1,400,000 (ONE MILLION, FOUR HUNDRED THOUSAND, AND NO/100 DOLLARS); and

WHEREAS, there is a need to provide a budget transfer in the amount of \$400,000 (FOUR HUNDRED THOUSAND, AND NO/100 DOLLARS) from 1000-1180-53828 (Contingencies) to 1000-4410-52300 (Drugs & Vaccine Supplies); and

WHEREAS, there is a need to provide a budget transfer in the amount of \$1,000,000 (ONE MILLION, AND NO/100 DOLLARS) from 1000-1180-53828 (Contingencies) to 1000-4410-53070 (Medical Services).

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that a budget transfer in an amount up to, but not to exceed \$1,400,000 (ONE MILLION, FOUR HUNDRED THOUSAND, AND NO/100 DOLLARS) in one or more transfers; and

BE IT FURTHER RESOLVED by the DuPage County Board that the said transfers may be made relative to the period of December 1, 2022 to November 30, 2023.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Finance Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: FI-R-0143-23

Agenda Date: 6/6/2023

Agenda #: 7.B.

ACCEPTANCE AND APPROPRIATION OF THE
ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 322418
COMPANY 5000 - ACCOUNTING UNIT 6000
\$38,300

(Under the administrative direction of the
DuPage County 18th Judicial Circuit Court)

WHEREAS, the County of DuPage, through the DuPage County 18th Judicial Circuit Court, has been notified by the Illinois Criminal Justice Information Authority that grant funds in the amount of \$38,300 (THIRTY-EIGHT THOUSAND, THREE HUNDRED AND NO/100 DOLLARS) are available to provide funding for the operation of violence prevention activities in DuPage County; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into Inter-Governmental Agreement No. 322418 with the Illinois Criminal Justice Information Authority, a copy of which is attached to and incorporated as part of this resolution by reference (Attachment II); and

WHEREAS, the period of the grant agreement is from July 1, 2023 through June 30, 2024; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that Inter-Governmental Agreement No. 322418 (ATTACHMENT II) between DuPage County and the Illinois Criminal Justice Information Authority is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (ATTACHMENT I) in the amount of \$38,300 (THIRTY-EIGHT THOUSAND, THREE HUNDRED AND NO/100 DOLLARS) be made to establish the Illinois Family Violence Coordinating Council Grant PY24 - Company 5000, Accounting Unit 6000, for the period of July 1, 2023 through June 30, 2024; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Chief Judge of DuPage County 18th Judicial Circuit Court is approved as the County's Authorized Representative; and

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

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

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

ATTACHMENT I

ACCEPTANCE AND APPROPRIATION TO ESTABLISH THE
ILLINOIS FAMILY VIOLENCE COORDINATING COUNCIL GRANT PY24
INTER-GOVERNMENTAL AGREEMENT NO. 322418
COMPANY 5000 – ACCOUNTING UNIT 6000
\$38,300

REVENUE

41400-0011 - State Operating Grant - ICJIA \$ 38,300

TOTAL ANTICIPATED REVENUE \$ 38,300

EXPENDITURES

COMMODITIES

52200-0000 - Operating Supplies & Materials \$ 61

TOTAL COMMODITIES \$ 61

CONTRACTUAL

53800-0000 - Printing \$ 1,180

53090-0000 - Other Professional Services 35,600

53500-0000 - Mileage Expense 420

53510-0000 - Travel Expense 139

53806-0000 - Software Licenses 900

TOTAL CONTRACTUAL \$ 38,239

TOTAL ADDITIONAL APPROPRIATION \$ 38,300

Uniform Application for State Grant Assistance		
Updated by ICJIA		
Illinois Criminal Justice Information Authority Completed Section		
1.	Type of Submission	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	Type of Application	<input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	Date / Time Received by State	Completed by State Agency upon Receipt of Application
4.	Name of the Awarding State Agency	Illinois Criminal Justice Information Authority
5.	Catalog of State Financial Assistance (CSFA) Number	546-00-2096
6.	CSFA Title	Illinois Family Violence Coordinating Council
Grant specific information (if applicable) **		
7.	Agreement Number	322418
8.	Previous Agreement Numbers	322318, 322218, 322118, 322018, 329518
Catalog of Federal Domestic Assistance (CFDA) <input checked="" type="checkbox"/> Not applicable (No federal funding)		
9.	CFDA Number	N/A
10.	CFDA Title	N/A
11.	CFDA Number	N/A
12.	CFDA Title	N/A
Federal Fund Information <input checked="" type="checkbox"/> Not applicable (No federal funding)		
13.	Federal Award ID Number	N/A
14.	Federal Award Date	N/A
15.	Amount Obligated by this action	N/A
16.	Total Amount of the Federal Award	N/A
Funding Opportunity Information		
17.	Funding Opportunity Number	2096-2072
18.	Funding Opportunity Title	Illinois Family Violence Coordinating Council Implementation
19.	Funding Opportunity Program Field	
Competition Identification <input checked="" type="checkbox"/> Not Applicable		
20.	Competition Identification Number	N/A
21.	Competition Identification Title	N/A

Applicant Completed Section		
Implementing Agency Information**		
22.	Legal Name	(Name used for DUNS registration and grantee pre-qualification.) DuPage, County of
23.	Common Name (DBA)	DuPage County
24.	Employer / Taxpayer ID Number (EIN, TIN)	36-6006551
25.	Vendor ID, if different than above	
26.	Organizational DUNS number	135836026
27.	SAM expiration date	12/23/23
28.	SAM Cage Code	48PJ1
29.	Business Address	Street address: 421 N. County Farm Road City: Wheaton State: IL County: DuPage Zip + 4: 60187-3978
Implementing Agency: Person to be contacted for Program Matters involving this application.		
30.	First Name	Suzanne
31.	Last Name	Armstrong
32.	Suffix	Ms.
33.	Title	Court Administrator
34.	Telephone Number	630-407-8888
35.	Fax Number	630-407-8836
36.	Email address	Suzanne.armstrong@18thjudicial.org
Implementing Agency: Person to be contacted for Business/Administrative Office Matters involving this application.		
37.	First Name	Katherine
38.	Last Name	Thompson
39.	Suffix	Ms.
40.	Title	Deputy Court Administrator
41.	Telephone Number	630-407-8788
42.	Fax Number	630-407-8836
43.	Email address	Katherine.thompson@18thjudicial.org
Program Agency Information (If different from Implementing Agency.)**		
44.	Legal Name	(Name used for DUNS registration.)
45.	Organizational DUNS number	
46.	SAM expiration date	
47.	SAM Cage Code	
48.	Business Address	Street address: City: State: County: Zip + 4:
Program Agency: Person to be contacted for Program Matters involving this Application.		
49.	First Name	

50.	Last Name	
51.	Suffix	
52.	Title	
53.	Telephone Number	
54.	Fax Number	
55.	Email address	
Areas Affected**		
56.	Areas Affected by the Project (County(ies); City(ies); or State-wide)	18 th Judicial Circuit Court – DuPage County
57.	Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)	Congressional District: 6 State Senate District: 21 State Representative District: 42
58.	Primary Area of Performance	Wheaton, IL 60187-3978
59.	Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)	Congressional District: 6 State Senate District: 21 State Representative District: 42
Applicant's Project**		
60.	Description Title of Applicant's Project	Illinois Family Violence Coordinating Council (IFVCC)
61.	Proposed Project Term	Start Date: July 1, 2023 End Date: June 30, 2024
62.	Estimated Funding (include all that apply)	<input checked="" type="checkbox"/> Designated/Awarded Amount, if known: \$ 38,300 <input checked="" type="checkbox"/> Budgeted/Requested Amount: \$38,300 <input type="checkbox"/> Match: \$ <input type="checkbox"/> Overmatch: \$ <input type="checkbox"/> Program Income: \$ <div style="text-align: right;">Total Amount : \$ 38,300</div> Indirect cost rate: _____%
Applicant Certification: By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001) (*) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity. <div style="text-align: center;"><input checked="" type="checkbox"/> I agree</div>		
Implementing Agency Authorized Official (Director, President, Chair, or similar position)		
63.	First Name	Deborah
64.	Last Name	Conroy
65.	Title	Chairman, DuPage County Board
66.	Telephone Number	630-407-6006

67.	Fax Number	630-407-6201
68.	Email address	chair@dupageco.org
69.	Signature of Authorized Representative	
70.	Date Signed	
Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)		
71.	First Name	Jeffrey
72.	Last Name	Martynowicz
73.	Title	Chief Financial Officer
74.	Telephone Number	630-407-6161
75.	Fax Number	630-407-6201
76.	Email address	Jeffrey.martynowicz@dupageco.org
77.	Signature of Authorized Representative	
78.	Date Signed	
Program Agency Authorized Official		
79.	First Name	Kenneth L.
80.	Last Name	Popejoy
81.	Title	Chief Judge, 18 th Judicial Circuit Court
82.	Telephone Number	630-407-8903
83.	Fax Number	630-407-8836
84.	Email address	Kenneth.popejoy@18thjudicial.org
85.	Signature of Authorized Representative	
86.	Date Signed	

** ICJIA specific modification to GATA form



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
AND
DuPage County**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and DuPage County (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

DUPAGE COUNTY

By: _____
Delrice Adams, Executive Director
Date: _____

By: _____
Deborah Conroy, Chairperson, DuPage County Board
Date: _____

By: _____
Jeffrey Martynowicz, Chief Financial Officer
Date: _____

By: _____
Kenneth L. Popejoy, Chief Judge, 18th Judicial Circuit
Court
Date: _____

PART ONE – THE UNIFORM TERMS

**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

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

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

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

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

“Close-out Report” means a report from the Grantee allowing 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 III. Admin. Code 7000.30.

“Cooperative Research and Development Agreement” has the same meaning as in 15 USC 3710a.

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

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

“GATU” has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

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

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

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

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

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

“Period of Performance” has the same meaning as in 44 III. Admin. Code 7000.30.

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

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on July 01, 2023 and expires on June 30, 2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒X must not exceed or ☐ are estimated to be \$38,300.00, of which \$0.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):
The Grantor agrees to make payment to the Grantee for the administration and implementation of the program described in Exhibits A, B, D, and E. Upon receipt of the fiscal and progress reports, payments will be made to the Grantee. No payment will be made until all outstanding reports are received by the Grantor, including outstanding reports from previously funded Grantor programs. No payment will be made to Grantee unless and until Grantee is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the Federal Award date is N/A. If applicable, the Assistance Listing Program Title is N/A and Assistance Listing Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 546-00-2096 and the CSFA Name is Illinois Family Violence Coordinating Council. If applicable, the State Award Identification Number (SAIN) is 2096-40650.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and W7KRN7E54898 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 36-600651 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual ☐ Pharmacy-Non-Corporate

- | | |
|--|---|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corp. |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt |
| <input type="checkbox"/> Corporation (includes Not For Profit) | <input type="checkbox"/> Limited Liability Company (select |
| <input type="checkbox"/> Medical Corporation | applicable tax classification) |
| <input checked="" type="checkbox"/> Governmental Unit | <input type="checkbox"/> P = partnership |
| <input type="checkbox"/> Estate or Trust | <input type="checkbox"/> 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.

3.3. **Compliance with Uniform Grant Rules.** Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

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

3.5. **Specific Certifications.** Grantee is responsible for compliance with the enumerated certifications in this Paragraph 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.

(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 2012 (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.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or 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 employees or agents for payment of their dues or fees to any club which unlawfully discriminates

(775 ILCS 25/2).

(f) **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) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Workplace.** 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 will 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 if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) **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.*).

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, 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 (30 ILCS 708/25(6)(G)).

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

(l) **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 must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner 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; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award,

Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

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

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply 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: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

ARTICLE IV PAYMENT REQUIREMENTS

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must 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 Paragraph will be effective upon the date of the written notice unless otherwise indicated.

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant 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 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. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

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

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

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

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

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 is 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 AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must 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.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. 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 must obtain Prior Approval, whether mandated or discretionary, 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 must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. 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. 44 Ill. Admin. Code 7000.370(b)(7).

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 will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 III. Admin. Code 7000.420(e).

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State 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 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 and Indian Tribes,

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

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

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

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

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

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

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-

funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 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 must 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 Grantee's organization.

(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 E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must 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 Award, 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 must 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 Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Grantee must maintain effective control and accountability 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.** Grantee must maintain records of expenditures 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 must 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.

7.6. **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).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal 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.

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

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois 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.

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

8.6. 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 will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all

other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must 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, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. 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 will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee due to the funding source or pursuant to specific award conditions. 2 CFR 200.208. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and

will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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 XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not “For-Profit”.

(a) This Paragraph applies to Grantees that are not “for-profit” entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(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) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) nine (9) months after the end of Grantee’s audit period.

(c) 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 State-issued Awards, 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 E** based on Grantee’s risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, 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 must 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 State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(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) thirty (30) calendar days after receipt of the auditor’s report(s) or (ii) six (6) months after the end of Grantee’s audit period.

12.4. “For-Profit” Entities.

(a) This Paragraph applies to Grantees that are “for-profit” entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit

conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), 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 GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

- (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 Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

13.2. **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 allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. **Non-compliance.** If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. **Objection.** If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. **Effects of Suspension and Termination.**

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must 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 Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) 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 prematurely. 2 CFR 200.343.

13.6. **Close-out of Terminated Agreements.** If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

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14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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 subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must 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).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree 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 must give Grantor prior notice of any such action or

changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide 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. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee 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 Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. 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, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

18.3. 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, the cost of which 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 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must 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.

18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

19.1. Promotional and Written Materials. 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 Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must 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]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

19.2. Prior Notification/Release of Information. Grantee must 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 must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must 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**.

20.2. 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 must be surrendered

to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must 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 must 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 is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. 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 Illinois Executive Order 15-09.

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

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. 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.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed 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.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are 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.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must 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).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. 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 control. 30 ILCS 708/80.

22.12. Headings. Articles 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.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are 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 are deemed original for all purposes.

22.14. 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, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A

PROJECT DESCRIPTION

I. Overview of Proposed Project:

The 18th Judicial Circuit Court Family Violence Coordinating Council (FVCC) will provide a forum for criminal justice and family violence professionals to coordinate and convene committees that provide oversight, guidance, and assistance in developing policies and procedures specific to DuPage County that will enforce abuser accountability and enhance victim and community safety. The FVCC consists of five committees, including the Steering Committee, Courts and Law Enforcement Committee, Community Intervention and Education Committee, QR Code Ad Hoc Committee, and QR Code Public Relations (PR) Ad Hoc Subcommittee. Our members represent a wide spectrum in areas of expertise ranging from the judicial system, law enforcement, social service agencies, and victim advocacy agencies within DuPage County. Each committee will meet regularly to coordinate efforts to achieve the goals of the FVCC.

The FVCC will improve the knowledge of criminal justice and family violence professionals on domestic violence related topics by hosting two professional trainings focused on coordinated systems response to domestic violence through orders of protection, systems response and collaboration, child witnesses to domestic violence, self-care for professionals who work with domestic violence cases, and/or other family violence related topics. We will aim to educate a minimum of 100 participants through our trainings and measure a 75% increase in confidence of utilizing training materials based on collecting a minimum of 50 training evaluations. We will provide at least 2 follow-up contacts with participants of our trainings to ensure training protocols are understood and utilized.

We will increase the awareness and knowledge of family violence issues in our community through coordination and participation in a minimum of two community awareness events and activities regarding family violence related topics such as domestic violence, child abuse, and abuse against older adults and persons with disabilities. We will educate and disseminate information to a minimum of 100 participants at the community awareness events and activities. The FVCC will disseminate information, minimum of 16 times, to criminal justice and family violence professionals regarding trainings, webinars, community awareness events, tools, and articles as it relates to family violence. The FVCC will also focus on the community's awareness of local resources for those affected by family violence as it was identified as a gap in services.

The FVCC will continue its efforts of bringing needed resources to domestic violence victims, programs of assistance to perpetrators, and improving our judicial response to domestic violence cases with innovative solutions, such as the QR Code Project. The QR Code Project was created to be a tool for Law Enforcement to discretely provide victims of domestic violence specific resources, as required by law, with victim safety in mind. In collaboration with the State's Attorney's Office and the DuPage County Health Department, the FVCC has co-created a training tool for Law Enforcement to implement the QR Code Project. This project is currently in the Launch Phase. Moreover, the QR Code created specifically for victims poses equally beneficial to Emergency Medical Services Personnel, Victim Advocates, and other first responders to domestic violence victims. The FVCC will work towards incorporating the Victim QR Code distribution and professional trainings for said personnel.

Consequently, the QR Code Ad Hoc Committee created a comprehensive list of resources in DuPage County for those affected by family violence, the committee saw an opportunity to utilize the QR Code beyond being a tool for Law Enforcement. Therefore, the FVCC created a second QR Code for the public that links directly to the county domestic violence resource page. The QR Code Ad Hoc Committee will convene a subcommittee to exert marketing

and public relation techniques for the development of Public QR Code materials. The FVCC will then collaborate with community agencies to distribute the Public QR Code, in the form of posters, to public institutions such as hospital emergency rooms, emergency shelters, local libraries, and others where potential victims of family violence frequent. This allows the FVCC to bring awareness of community resources in an innovative and constantly evolving fashion.

Through this program, the FVCC holds the capacity to serve both community members and professionals within DuPage County. With the exception of a short hiatus during the budget impasse in 2016, the FVCC has operated a local council since the year of 2000. Our longevity and experience in employing a coordinated response to family violence demonstrates our ability to successfully complete this project.

II. Statement of Problem:

The 18th Judicial Circuit Court Family Violence Coordinating Council (FVCC) serves as a forum for collaboration between criminal justice and family violence professionals to improve systemic responses to family violence, including domestic violence, teen dating violence, sexual assault, human trafficking, child abuse, and abuse against older adults and persons with disabilities.

Despite the efforts of the FVCC, family violence remains an issue in the 18th Judicial Circuit Court. According to the Office of the Circuit Court Clerk of DuPage County, there were 1,798 new orders of protection filed in 2022 in which 1,425 were Domestic Violence Orders of Protection. The number of new orders of protection filed in 2022 was an increase of 144 compared to 2021. According to the Illinois Circuit Courts Statistical Report, in 2021, the 18th Judicial Circuit Court had 1,654 new orders of protection filed. The Illinois Circuit Courts Statistical Report shows that the number of orders of protection filed has continued to increase over the last 3 years in the 18th Judicial Circuit Court. As of January 2023, Illinois Public Act 102-0853 allows filing a petition for an order of protection in-person or online in counties with 250,000+ population. The 18th Judicial Circuit Court is tasked with issuing and publishing an order or local rule detailing the process for requesting and participating in remote court appearances. The FVCC has potential to contribute to this effort in creating awareness and professional trainings on the matter.

Furthermore, according to the Office of the Circuit Court Clerk of DuPage County, in 2022, 1,743 new cases of domestic violence were filed. As required by the DuPage County Domestic Violence Protocol, each one of the 33 police departments throughout DuPage County reports to Family Shelter Service of Metropolitan Family Services of DuPage (Family Shelter Service) when an officer receives a call on a domestic violence incident. According to Family Shelter Service, in fiscal year (FY) 2022, they received 6,176 police-reported domestic violence incidents. The FVCC created a QR Code Card which allows law enforcement officers to discreetly provide victims of domestic violence resources and information such as Family Shelter Service and how to obtain an order of protection, amongst other valuable community resources. Law enforcement officers are continuously trained on how to use the QR Code Card with victims. The FVCC will continue to work with law enforcement on distribution, training, and implementation of the QR Code Project.

Another problem area of family violence that remains a concern to the FVCC is child abuse. According to the Illinois Circuit Courts Statistical Report, the 18th Judicial Circuit Court had 82 new cases of Juvenile Abuse and Neglect filed in 2021. According to CASA of DuPage County's 2022 annual report, they provided services for 383 children and in 24% of those cases domestic violence was identified as the underlying factor for child abuse. At this time, the FVCC does not have representation from the Department of Children and Family Services or Child Abuse Victim Services/Prevention personnel on the council and will actively seek said representation.

The need for the FVCC remains as the council persists to collaborate on efforts to improve the legal system and the administration of justice through providing trainings to local criminal justice and family violence professionals and

increase the awareness and knowledge of family violence issues in the community.

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EXHIBIT B

DELIVERABLES OR MILESTONES

I. Project Implementation:

Activity	Month Completed	Staff Position Responsible
Steering Committee Meeting - Kick off the grant year, review grant goals, objectives, and implementation plan/schedule.	August 2023	FVCC Chair and Coordinator
Courts and Law Enforcement (CLE) Committee Meeting – Begin planning first training for the Fall.	August 2023	CLE Committee Chair and Coordinator
Community Intervention and Education Committee (CIEC) – Begin planning first Awareness event for the Fall. Discuss/Collect community Domestic Violence (DV) awareness activities events etc. to compile a list for dissemination.	August 2023	CIEC Chair and Coordinator FVCC Members
CLE Committee Meeting – Continue planning Fall training.	September 2023	CLE Committee Chair and Coordinator
CIEC Meeting – Continue Planning Fall Awareness Event. Finalize list of local DV activities and events to be disseminated.	September 2023	CIEC Chair and Coordinator
Dissemination of local DV awareness month events and activities. Dissemination of FVCC Fall Awareness Event Flyer. Dissemination of FVCC Fall Training Flyer.	September 2023	Coordinator, CIEC, and FVCC members
QR Code Ad Hoc Committee Meeting –Discuss LE training and implementation progress. Discuss methods of ensuring cards are being utilized effectively by LE. Discuss supplemental trainings to other first responders to DV victims.	September 2023	QR Code Ad Hoc Committee Chair and Coordinator
QR Code PR Ad Hoc Subcommittee Meeting – Strategize and delegate Public QR Code distribution throughout the community.	TBD- Quarter 1	QR Code PR Ad Hoc Committee Chair and Coordinator
CLE Committee Meeting – Finalize Fall training plans. Plan follow-up contact.	October 2023	CLE Committee Chair and Coordinator
Fall Training	October 2023	CLE Committee
CIEC Meeting – Finalize Fall awareness event.	October 2023	CIEC Chair and Coordinator

Activity	Month Completed	Staff Position Responsible
Fall Awareness Event	October 2023	CIEC
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	October 15, 2023	Deputy Court Administrator
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	October 15, 2023	Coordinator
Steering Committee Meeting - Discuss progress of committees and recap Oct. DV Awareness month events.	November 2023	FVCC Chair and Coordinator
Conduct follow-up contact with participants from Fall Training.	November 2023	FVCC Coordinator and CLE Committee
CLE Committee Meeting – Debrief on Fall training, review evaluations, and Discuss follow-up contact outcomes	November 2023	CLE Committee Chair and Coordinator
CIEC Meeting – Debrief on Fall Awareness Event. Plan dissemination for upcoming Spring awareness months	November 2023	CIEC Chair and Coordinator
QR Code PR Ad Hoc Subcommittee Meeting – Discuss progress on Public QR code distribution and other needs	TBD – Quarter 2	QR Code PR Ad Hoc Committee Chair and Coordinator
Disseminate information on Human Trafficking Prevention Month	January 2024	FVCC Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Begin planning second training for the Spring.	January 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Begin planning second awareness event for Spring.	January 2024	CIEC Chair and Coordinator
QR Code Ad Hoc Committee Meeting – Discuss progress on distribution of QR Code Posters and discuss projections for SFY25 FVCC grant.	January 2024	QR Code Ad Hoc Committee Chair and Coordinator
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	January 15, 2024	Deputy Court Administrator
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	January 15, 2024	Coordinator

Activity	Month Completed	Staff Position Responsible
Disseminate information on Teen Dating Violence Awareness Month	February 2024	FVCC Coordinator, CIEC, and FVCC members
Steering Committee Meeting – Discuss progress of committees and projections for SFY25 FVCC grant.	February 2024	FVCC Chair and Coordinator
CLE Committee Meeting – Continue planning Spring training and discuss projections for SFY25 FVCC grant.	February 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Continue planning Spring awareness event and discuss projections for SFY25 FVCC grant.	February 2024	CIEC Chair and Coordinator
Disseminate information on National Developmental Disabilities Awareness Month. Dissemination of FVCC Spring Awareness Event Flyer. Dissemination of FVCC Spring Training Flyer.	March 2024	FVCC Coordinator, CIEC, and FVCC members
CLE Committee Meeting – Finalize Spring training plans. Plan follow-up contact.	March 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Finalize Spring awareness event.	March 2024	CIEC Chair and Coordinator
QR Code PR Ad Hoc Subcommittee Meeting – TBD based on prior efforts and activities	TBD – Quarter 3 or 4	QR Code PR Ad Hoc Committee Chair and Coordinator
Dissemination of information on Child Abuse Prevention Awareness Month.	April 2024	FVCC Coordinator, CIEC, and FVCC members
Spring Training	April 2024	CLE Committee
Spring Awareness Event	April 2024	CIEC
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	April 15, 2024	Deputy Court Administrator
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	April 15, 2024	Coordinator

Activity	Month Completed	Staff Position Responsible
Conduct follow-up contact with participants from Spring Training.	May 2024	FVCC Coordinator and CLE Committee
CLE Committee Meeting – Debrief on Spring training, review evaluations, discuss follow-up contact outcomes and end of SFY24 review.	May 2024	CLE Committee Chair and Coordinator
CIEC Meeting – Debrief on Spring Awareness Event. Discuss Elder Abuse Awareness Day info dissemination and end of SFY24 review.	May 2024	CIEC Chair and Coordinator
QR Code Ad Hoc Committee Meeting – Discuss QR Code activities and end of SFY24 review.	May 2024	QR Code Ad Hoc Committee Chair and Coordinator
Steering Committee Meeting – Discuss progress of committees and end of SFY24 review.	May or June 2024	FVCC Chair and Coordinator
Disseminate information on Elder Abuse Awareness Day	June 15, 2024	FVCC Coordinator, CIEC, and FVCC members
Submit Quarterly Fiscal Reporting and Documentation as required by ICJIA.	July 15, 2024	Deputy Court Administrator
Submit Quarterly Periodic Performance Report and Documentation as required by ICJIA.	July 15, 2024	Coordinator
Complete all fiscal and programmatic closeout materials	July 15, 2024	Deputy Court Administrator (fiscal) and Coordinator (programmatic)

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EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Mary Ratcliff

Title: Program Director

Address: 524 S. 2nd Street, Suite 220
Springfield, IL 62701

GRANTEE CONTACT

Name: Kenneth L. Popejoy

Title: Chief Judge, 18th Judicial District Court

Address: 421 N. County Farm Road
Wheaton, IL 60187-3978

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: DuPage County-Finance
421 N. County Farm Road
Wheaton, IL 60187
Attn: Geoffrey Kinczyk

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: Mary Ratcliff

Title: Program Director

Address: 524 S. 2nd Street, Suite 220
Springfield, IL 62701

Phone: _____

TTY#: _____

E-mail Address: Mary.Ratcliff@illinois.gov

GRANTEE CONTACT

Name: Suzanne Armstrong

Title: Court Administrator

Address: 505 N. County Farm Road
Wheat IL 60187-3978

Phone: 630-407-8888

TTY #: _____

E-mail Address: Suzanne.armstrong@18thjudicial.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

I. Goals, Objectives, and Performance Measures

<p>Goal 1 Mandatory: The local circuit Family Violence Coordinating Council will work to improve systemic responses to family violence. These include, but are not limited to, domestic violence, child abuse, teen-dating violence, and abuse against older adults/persons with disabilities. The local FVCC will develop multi-disciplinary committees that will provide oversight, guidance and assistance in developing policies and procedures that will enforce abuser accountability and enhance victim and community safety.</p> <p>A Steering Committee is required that meets at least three times per year. Councils are encouraged to have at least two other committees that meet quarterly.</p>	
Performance Measures	Performance Standards/Frequency
Coordinate and convene committees with criminal justice and family violence professionals that contribute to the improvement of the legal system and the administration of justice.	5 committees formed.
Local Council Steering Committee will meet at least 3 times per year (REQUIRED).	4 local council steering committee meetings held quarterly.
Local Council Steering Committee members will attend meetings consistently.	60% of committee members attending meetings based on total number of committee members.
Courts and Law Enforcement Committee will meet regularly.	8 committee meetings per year. A minimum of bimonthly, with an additional meeting per training.
Community Intervention and Education Committee will meet regularly.	8 committee meetings per year. A minimum of bimonthly, with an additional meeting per event.
QR Code Ad Hoc Committee will meet regularly.	3 committee meetings minimum per year.
QR Code PR Ad Hoc Subcommittee will meet regularly.	3 committee meetings minimum per year.
<p>Goal 2 Mandatory: Improve the knowledge of criminal justice professionals on domestic violence related topics.</p>	
Performance Measures	Performance Standards/Frequency
Provide trainings to local circuit criminal justice and family violence professionals.	2 trainings provided to local circuit criminal justice and family violence professionals. Fall and Spring.

○ <u>At least 1 training from the Facilitator's Toolkit is required</u>	
Educate criminal justice and family violence professionals through trainings.	100 attendees participating in trainings. Approximately 50 per training.
Collect evaluations from trainings.	50 training evaluations collected.
Training participants indicate increased confidence on evaluation.	75% of participants that indicate increased confidence after training based on number of attendees.
Follow up with participants and/or agencies after training.	2 follow-up contacts made. At least one agency per training.
Goal 3 Mandatory: To increase the awareness and knowledge of family violence issues (including but not limited to domestic violence, child abuse, teen dating violence, human trafficking, and abuse against older adults and persons with disabilities) in the communities of the circuit.	
Performance Measures	Performance Standards/Frequency
Coordinate with local criminal justice professionals and community agencies to participate in community awareness events and activities regarding family violence related topics.	2 community awareness events and activities.
Educate and disseminate information to attendees at community awareness events and activities.	100 participants at community awareness events and activities. Approximately 50 per event and activities.
Disseminate information to criminal justice and family violence professionals. (This includes dissemination of trainings, webinars, community awareness events, research, tools, and articles. This does not include correspondence with committee members regarding committee meetings and committee work.)	16 times information is disseminated to criminal justice and family violence professionals. Approximately 4 times per quarter.

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EXHIBIT E

SPECIFIC CONDITIONS

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

PART TWO –GRANTOR-SPECIFIC TERMS

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

23. Definitions

“Youth” means an individual under 18 years of age.

24. Mandatory Attendance. Grantee shall attend meetings as required by Grantor.

25. Commencement of Performance.

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

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

25.3. If the program is interrupted for more than 30 days after commencement, Grantee agrees to notify Grantor in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. Grantor may, at its discretion, reduce the amount of grant funds awarded and/or terminate this Agreement if the program is interrupted for more than 90 days.

26. Budget Changes. Grantee may transfer funds among direct cost categories, however line-item transfers are capped at \$50,000 and limited to 10% of the total award. Line-item transfers larger than this amount require a budget revision approval from Grantor.

27. Reporting and Evaluation Requirements.

27.1. Grantee shall submit the following reports to the Grantor:

- Performance reports for the preceding quarter relevant to the performance indicators listed in the Agreement. The quarterly progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Grantor. and
- Fiscal reports detailing financial expenditures for the previous month. Fiscal reports shall be submitted by the 15th of every month following the first complete month of the grant period.

27.2. Grantor may give the grantee permission, in writing, to report on a quarterly schedule. Such permission can be revoked by the grantor at any time. If such permission is given, the quarterly reports should be submitted based on the following schedule:

<u>Quarter End Date</u>	<u>Due Date</u>
September 30	October 15
December 31	January 15
March 31	April 15
June 30	July 15

28. Timekeeping.

28.1. Grantee shall maintain the following time keeping records on-site for all grant-funded and match personnel:

- A. Personnel who spend less than 100% of their time on the funded program must maintain records that accurately reflect the time the employee spends performing the program and any other duties. These records must:
 - 1. reflect an after-the-fact distribution of the employee's actual activity (not budgeted time);
 - 2. account for attendance and the daily total activity for which the employee is compensated (by all funding sources);
 - 3. be prepared at least monthly and coincide with one or more pay periods;
 - 4. be signed by the employee and approved by a supervisor having firsthand knowledge of the work performed; and
 - 5. be supplemented with daily attendance timesheets.
- B. Personnel who spend 100% of their time on the funded program must certify on a semi-annual basis. This time certification form must:
 - 1. include an after-the fact certification that 100% of the employee's time was spent in support of activities associated with the program;
 - 2. be signed every six months by the employee and a supervisor having firsthand knowledge of the employee's work; and
 - 3. be supplemented with daily attendance timesheets.

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

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

28.4. Grantee shall submit a Quarterly Time Keeping Certification to Grantor with each quarterly report, or every third monthly report. The Quarterly Time Keeping Certification shall include a certification listing all employees who must maintain records as set forth in this Section, and match volunteers, including their 1) program working hours and 2) total working hours.

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

30. Failure to File in a Timely Fashion.

30.1. In order to preclude the possibility of lapsing of funding, Grantor requires the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress

reports and all reports included in the closeout materials. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

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

30.3 Failure to meet the reporting dates may also result in Grantee being placed on the Illinois Stop Payment List. Grantee will be removed from the Illinois Stop Payment List once past due reports are submitted to Grantor.

31. Procurement Requirements and Requests for Proposals.

31.1. All procurement transactions shall be conducted by Grantee in a manner to provide, to the maximum extent practical, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Grantee may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with grant funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550) and 2 CFR 200.318 - 327.

31.2. If the Grantee’s established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Grantor’s procurement process per 30 ILCS 500/20-20.

- For procurements of \$100,000 or less, the Grantee is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Grantee must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Grantee must utilize a competitive source selection such as formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

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

31.4. Grantee may use a non-competitive procurement process under some circumstances in accordance with 2 CFR 200.320(c). Grantee must request and receive approval, in writing, from Grantor before entering into an agreement through a non-competitive procurement process.

32. Subcontracting.

32.1. Grantee shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. Grantor shall not be responsible for the performance, acts or omissions of any subcontractor.

32.2. Grantee is required to submit a copy of the subcontract, Addendum to the Agreement, Required Documentation for Contractor Payment with Compensation and Rate of Pay certifications form, and Sole

Source Justification form, if applicable, to Grantor for approval prior to hiring the contractor.

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

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

33. Subawards.

33.1 Grantee will monitor subawards to ensure compliance with State and/or Federal statutes, regulations, and the terms and conditions of the subaward. Approval of a subaward does not relieve Grantee of its obligation to assure performance under this Agreement.

33.2 Subawards are subject to site visits by both Grantee and Grantor, and must make available all fiscal, personnel, and programmatic data to Grantee and Grantor at either's request. Grantor reserves the right to conduct site visits of all subawards.

33.3 Grantee will require all subawards to submit, at a minimum, periodic performance reports and periodic financial reports to Grantee.

33.4 As Grantee awards each subaward, Grantee will forward a site visit schedule to Grantor along with any increased monitoring provisions. Any site reports created by Grantee that require a corrective action by a subaward shall be submitted to Grantor along with verification of the corrective action.

33.5 If the use of a subaward is approved by Grantor, the terms and conditions of this Agreement shall apply to and bind the party to whom such work is subawarded as fully and completely as Grantee is bound and obligated. Grantee is obligated to ensure that the terms of this Agreement are contained in any written subaward agreement. Grantee will ensure that all subawards comply with GATA prequalification requirements as identified in 44 Ill. Admin. Code 7000.70, including but not limited to Sam.gov registration.

33.6 Prior to the execution of its grant agreement, Grantee will submit their subaward monitoring protocol to Grantor for approval.

33.7 Grantee shall use a competitive bidding process for the selection of any subaward not specifically named in this Agreement.

33.8 Grantee shall conduct a programmatic risk assessment of every subaward that receives a subaward through this Agreement.

33.9 Grantee will evaluate each subaward's risk of noncompliance with federal and state statutes; regulations; rules; laws; guidelines; and conditions of this award. Grantee will impose specific conditions upon a subaward, if appropriate.

33.10 Grantee will make fiscal and programmatic technical assistance available to all subawards.

- 33.11 All unspent subaward funds will be returned by Grantee to Grantor within 30 days after the end of each subaward's period of performance.
- 33.12 Grantee will be responsible for the recovery of any unspent and/or misspent grant funds paid to the subaward by Grantee.
- 33.13 Grantor is not responsible for the performance, acts, or omissions of any subaward. Grantor will not mediate disputes between Grantee and subawardees.
34. Food Costs. Grantee agrees to act in accordance with Grantor's food policy for any food costs paid in whole or in part by funds under this agreement. Grantees must maintain records of actual food costs and how the food supported its program. For events, grantees must maintain records of the event, including receipts for food and other costs and the number of program participants. For emergency food provisions, grantees must maintain records of both the cost of the food provided and the program participant who received it.
35. Transportation Costs. Grantee must utilize a tracking system for any transportation costs funded by this agreement. At minimum, the tracking system must track the purpose of each trip and the cost per trip. Grantee shall submit a description of the tracking system to Grantor prior to incurring any transportation costs.
36. Copyrights and Patents.
- 36.1. If this Agreement results in a copyright, the Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this Agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
- 36.2. If this agreement results in the production of patentable items, patent rights, processes, or inventions, Grantee shall immediately notify Grantor. Grantor will provide Grantee with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered to protect the public interest, in accordance with guidelines.
37. Management and Disposition of Equipment and Commodities.
- 37.1. Equipment and supplies acquired by Grantor with Grantor funds shall be used for purposes of the program described in the exhibits only. Grantee may retain the equipment and supplies acquired with grant funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Grantor grant funds, but such determinations as to retention are within the sole discretion of Grantor. If the equipment or supplies originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or supplies, Grantee shall request instructions from Grantor.
- 37.2. Grantor may deny equipment and supply costs or require that Grantee relinquish already purchased equipment and supplies to Grantor if Grantee fails to employ an adequate property management system governing the use, protection, and management of such property. Grantee is responsible for replacing or repairing equipment and supplies that are willfully or negligently lost, stolen, damaged or destroyed. Grantee shall provide equivalent insurance coverage for grant funded equipment

and supplies as provided for other equipment and supplies owned by Grantee. Any loss, damage or theft of equipment and supplies shall be investigated and fully documented, and immediately reported to Grantor.

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

37.4. If, for an item of equipment described in the Budget to be purchased with Grantor funds, Grantee does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, Grantee shall submit a letter to Grantor explaining the delay in the purchase of equipment. Grantor may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;
- C. Allow Grantee to reallocate the funds that were allocated for such equipment to other allowable Grantor approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

38. Program Income. All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. Program income may be retained by Grantee for any purpose that furthers the objectives of the grant or deducted from the total allowable costs in accordance with Part I, 7.7. Grantee shall report and account for such program income as required by the Grantor.

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

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

40. Publications.

40.1. In addition to the requirements of Part I, Article XIX Grantee shall submit to Grantor for review, certain publications that will be issued by Grantee describing or resulting from programs or projects funded in whole or in part with grant funds, no later than 30 days prior to its printing.

40.2 The publications subject to this review are: journals and annual reports that describe how grantee has used the funding, any paid advertisement or public awareness campaign regardless of format, and any other publication that cumulatively costs more than \$1000 to create or produce. These publication review requirements do not apply to press releases, flyers advertising approved program activities only, newsletters and issue analyses.

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

40.4 All publications shall supplement the language required by Part I, Article XIX with the following statement:

"Funding provided in whole or in part by the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

40.5 When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal grant funds, Grantee shall clearly state (1) the percentage of the total cost of the program or project which will be funded under this agreement, and (2) the dollar amount of funding for the project or program in addition to the statement required in 42.4.

40.6 Exceptions to the above requirements shall only be allowed upon Grantor's written prior approval.

41. Reporting Grant Irregularities.

41.1 Grantee shall promptly notify Grantor through their Grant Monitor when an allegation is made, or Grantee otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. Grantor, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities include such matters as conflicts of interest, falsification of records or reports both data, financial and programmatic, and the misappropriation of funds or other assets.

41.2 Grantee shall inform any sub-recipient of Grantor's grant funds that the sub-recipient is similarly obligated to report irregularities.

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

41.4 In addition, Grantor, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of

Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

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

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

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OCReport@illinois.gov

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

42.1. Grantee shall promptly refer to Grantor, via their assigned Grant Monitor, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subaward has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

42.2. Potential fraud, waste, abuse or misconduct shall be reported to Grantor at:

Illinois Criminal Justice Information Authority
Attn: Office of General Counsel
60 E. Van Buren Street, Ste 650
Chicago, IL 60605
CJA.OCReport@illinois.gov

43. Crimes of Dishonesty. Grantee shall notify Grantor if any of its own or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority is criminally charged with or convicted of theft, fraud, or any other crime involving dishonesty at any point during the period of performance of this grant. Grantor may terminate this agreement, at Grantor's sole discretion, if Grantee's or any of its subawards' and/or its subcontractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority become convicted of theft, fraud, or any crime involving dishonesty.

44. Conflict of Interest in Hiring and Procurement. In addition to the requirements of Part I, Article XVII, no employee, officer, or agent of Grantee shall participate in the selection of a contractor, award of a contract, administration of a contract, or hiring of personnel supported by grant funds if a conflict of

interest, real or apparent, would be involved. Grantee shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

45. Safeguarding Constitutional Protections Related to Religion

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

46.2 Faith-based organizations may consider religion when hiring staff if consistent with the Religious Freedom Restoration Act and other applicable laws. If the grant is funded with federal funds, Grantee must receive prior approval from the Department of Justice, Office for Civil Rights.

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

a. In accepting this award, Grantee –

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

b. If Grantee makes subawards or contracts under this award –

i. it represents that –

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

- ii. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- 47. Background Checks for youth programs. Background checks are required for all program staff, independent contractors, and volunteers, including program staff, independent contractors, and volunteers for subawards and subcontractors, who have direct contact with youth before hiring or before working on the program. Grantee must have a written protocol on file requiring fingerprint-based background checks through the Illinois State Police for all persons and maintain documentation of their completion and results. The written protocol must incorporate the factors and procedures mandated by 775 ILCS 5/2-103.1. Any exception must be granted in writing by Grantor. Exceptions may include but are not guaranteed or limited to if the program model or service provision relies on staff access or credibility with at-risk populations.
- 48. Project Monitoring and Evaluation.
 - 48.1. Project Monitoring: Grantee understands that Grantor may impose additional reporting requirements during the grant period by providing notice in writing to Grantee. Grantee agrees to report any additional information required by Grantor.
 - 48.2. Grantor Evaluation: As required by Grantor, Grantee agrees to cooperate with Grantor's evaluation of the grant project, conducted either by Grantor or external parties.
 - 48.3. Grantee Evaluation: Project evaluation is limited to evaluation of Grantee's project, as described in this Agreement, to determine the project's effectiveness. Grantee understands and agrees that grant and match funds cannot be used for research purposes, as defined under 45 CFR 46.102(d). Grantee will provide Grantor with aggregate project data and summary reports related to project performance, including process and outcome, and any other information, as requested by Grantor.
- 49. Confidentiality of Records. Grantee agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation without written consent from Grantor. Grantee shall notify Grantor within three (3) business days of any such request.
- 50. Tax Liabilities; State Agency Delinquencies. Grantee is required to file of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor shall disburse Grant Funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. The execution of this Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

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

The remainder of this page is intentionally left blank.

PART THREE –PROJECT-SPECIFIC TERMS

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

52. Pre-Award Costs. Pre-award costs are authorized in accordance with 2 CFR 200.209. Pre-award costs are those incurred from the beginning of the period of performance of the grant until the execution of this grant agreement and must be in accordance with the final approved program budget. ICJIA has the right to review supporting documentation for all pre-award costs that are submitted for reimbursement on a financial report from grantees. Costs that are not in accordance with the final approved budget (necessary, reasonable, allowable, and allocable) shall be disallowed.
53. Training. No funds may be used to cover training costs, described in the Exhibits, until Grantee complies with the following:
 - A. That any training or training materials developed under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees available at <http://www.ojp.gov/funding/ojptrainingguidingprinciples.htm>
 - B. To comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at available at <http://www.ojp.gov/funding/confcost.htm>.
54. In-person Meeting. Grantee agrees to the following: Travel to and attend 1 IFVCC Local Council Coordinator’s meeting and 1 statewide training as directed by ICJIA.

The remainder of this page is intentionally left blank.

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage County		DUNS#: 135836026		NOFO ID: 2096-988	Grant #: 322418
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council		State Fiscal Year(s): SFY24	Project Period: July 1, 2023 - June 30, 2024

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

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	Year 1			
(a). State of Illinois Grant Amount Requested	\$ 38,300			

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	Year 1			
Personnel (Salaries & Wages) (200.430)	\$ -			
Fringe Benefits (200.431)	\$ -			
Travel (200.474)	\$ -			
Equipment (200.439)	\$ -			
Supplies (200.94)	\$ 1,241			
Contractual Services (200.318) & Subawards (200.92)	\$ 37,059			
Rent and Utilities (200.465)	\$ -			
Telecommunications	\$ -			
Training and Education (200.472)	\$ -			
16. Total Direct Costs (lines 1-15) (200.413)	\$ 38,300			
17. Indirect Costs* (see below) (200.414)				
Rate _N/A_% Base: \$ _N/A_	\$ -			
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 38,300			

SECTION - A (continued) Indirect Cost Rate Information

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

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

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

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

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

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

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

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

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

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

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

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

The Restricted Indirect Cost Rate is _____ %

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

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

Period Covered by the NICRA:

Approving Fed/State Agency (please specify):

The Indirect Cost Rate is:

Section A Indirect Cost Info:

STATE OF ILLINOIS		UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage County		DUNS#: 135836026		NOFO ID: 2096-988	
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council		Grant #: 322418	
		State Fiscal Year(s): SFY24		Project Period: July 1, 2023 - June 30, 2024	
<p><i>If you are required to provide or volunteer to provide cost-sharing, matching funds, other funding or contributions to the project, these should be shown for each applicable budget category. All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." Please read all instructions before completing form.</i></p>					
SECTION B -- MATCH FUNDS					
Program Revenues		Year 1			
Grantee Match Requirement: ____% <i>(ICJIA to populate only if match is required)</i>					
(b). -Cash					
(c). -Non-cash					
(d). Other Funding & Contributions					
NON-STATE Funds Total		\$ -			
BUDGET SUMMARY MATCH FUNDS					
Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>		Year 1			
Personnel (Salaries & Wages) 200.430		\$ -			
Fringe Benefits 200.431		\$ -			
Travel 200.474		\$ -			
Equipment 200.439		\$ -			
Supplies 200.94		\$ -			
Contractual Services (200.318) & Subawards (200.92)		\$ -			
9. Occupancy (Rent & Utilities)		\$ -			
11. Telecommunications		\$ -			
12. Training & Education		\$ -			
16. Total Direct Costs (lines 1-15) 200.413		\$ -			
17. Indirect Costs* (see below) 200.414					
Rate: _____ % Base: _____		\$ -			
18. Total Costs NON-ICJIA (Match) Funds (lines 16 and 17)		\$ -			

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage County	DUNS#: 135836026	NOFO ID: 2096-988	Grant #: 322418
CFSA Number: 546-00-2096	CSFA Short Description: Illinois Family Violence Coordinating Council	State Fiscal Year(s): SFY24	Project Period: July 1, 2023 - June 30, 2024

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

(2 CFR 200.415)

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

Implementing Agency		Program Agency
DuPage County	DuPage County	DuPage County
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
Signature	Signature	Signature
Jeffrey Martynowicz	Deborah A. Conroy	Kenneth L. Popejoy
Name of Official	Name of Official	Name of Official
Chief Financial Officer	Chair	Chief Judge, 18th Judicial Circuit
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
Date of Signature	Date of Signature	Date of Signature

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

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

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

Grantee (or Subgrantee) DUNS:	135836026				
Grantee (or Subgrantee) Name:	DuPage County				
Grantee (or Subgrantee) DBA:					
Grantee (or Subgrantee) Address:	421 North County Farm Road				
City:	Wheaton	State:	IL	Zip+4:	60187-3987
Congressional District:	47				
Grantee (or Subgrantee) Principal Place of Performance:					
City:		State:		Zip+4:	
Congressional District:					
Grant #:	322418	Award Amount:	\$	38,300	Project Period: July 1, 2023 - June 30, 2024
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority					
CSFA Short Description: Illinois Family Violence Coordinating Council					
Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:					
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes <input type="checkbox"/> If yes, must answer Q2 below.					
No <input checked="" type="checkbox"/> If no, you are not required to provide data.					
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes <input checked="" type="checkbox"/> If yes, you are not required to provide data.					
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.					
Please provide names and total compensation of the top five officials:					
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			

Section C - Budget Worksheet & Narrative

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

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

Name	Position	Computation				Federal/State Amount	Match	Total Cost
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)			
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
						\$ -		\$ -
Total						\$ -	\$ -	\$ -

Personnel Narrative:

Section C - Budget Worksheet & Narrative

2). **Fringe Benefits (2 CFR 200.431)**--Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in category (1) direct salaries and wages, and only for the percentage of time devoted to the project. Provide the name of the fringe benefit (i.e., Retirement, Insurance, Worker's Comp, etc), the fringe benefit rate, and a clear description of how the computation of fringe benefits was done. Provide both the annual (for multiyear awards) and total. If a fringe benefit rate is not used, show how the fringe benefits were computed for each position. The budget justification should be reflected in the budget description. Elements that comprise fringe benefits should be indicated.

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

Name	Position	Fringe Costs								Federal/State Amount	Match	Total Cost
		Calculated Salary	FICA	Health insurance (Please specify)	Workers comp (Please specify)	Unemployment (Please specify)	Life insurance (Please specify)	Other (Please Specify)	Flat Rate Fringe (If applicable)			
			7.6500%									
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -
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Fringe Narrative:

Section C - Budget Worksheet & Narrative

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

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

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

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

Section C - Budget Worksheet & Narrative

4). Equipment (2 CFR 200.439) -- Provide justification for the use of each item and relate them to specific program objectives. Provide both the annual (for multiyear awards) and total for equipment. Equipment is defined as an article of tangible personal property that has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. An applicant organization may classify equipment at a lower dollar value but cannot classify it higher than \$5,000. (Note: Organization's own capitalization policy for classification of equipment can be used). Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Rented or leased equipment costs should be listed in the "Contractual" category. Explain how the equipment is necessary for the success of the project. Attach a narrative describing the procurement method to be used.

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

Item	Computation			Federal/State Amount	Match	Total Cost
	Quantity	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Total				\$ -	\$ -	\$ -

Equipment Narrative:

Section C - Budget Worksheet & Narrative

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.

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

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
Office Supplies	1	\$ 61.00	100.00%	\$ 61		\$ 61
Printing QR Codes	1	\$ 480.00	100.00%	\$ 480		\$ 480
Printing QR Code Posters	1	\$ 700.00	100.00%	\$ 700		\$ 700
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
				\$ -		\$ -
Total				\$ 1,241	\$ -	\$ 1,241

Supplies Narrative:

- Office Supplies: copy paper toner, folders, pens, pencils, notepads drives, envelopes and postage. No cost under this budget line will have a per unit cost of more than \$100 without specific written preapproval from ICJIA.
- Printing of additional QR code cards for distribution to police departments to be handed out to officers for victims. The printing will be done via the lowest responsible vendor quote.
- Printing of posters with QR code that will go directly to victim resources page, to be displayed at police departments, hospitals, courthouses, etc.

6). **Contractual Services** (2 CFR 200.318) & **Subawards** (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (*See 2 CFR 200.88*). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include subawards. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.

2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
18th Judicial Circuit Family Violence Council Coordinator	\$ 30.00	Hourly	1120	100.00%	\$ 33,600	\$ -	\$ 33,600
Speaker Fees	\$ 2,000.00	Year	1	100.00%	\$ 2,000	\$ -	\$ 2,000
Coordinator Travel	\$ 559.00	Year	1	100.00%	\$ 559	\$ -	\$ 559
Subscription Fees Zoom & QR Codes	\$ 900.00	Year	1	100.00%	\$ 900	\$ -	\$ 900
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
Total					\$ 37,059	\$ -	\$ 37,059

Subcontracts and Subawards

Section C - Budget Worksheet & Narrative

9). **Occupancy -Rent and Utilities** (2 CFR 200.465) -- List items and descriptions by major type and the basis of the computation. Explain how rental and utility expenses are allocated for distribution as an expense to the program/service. For example, provide the square footage and the cost per square foot rent and utility, and provide a monthly rental and utility cost and how many months to rent. **NOTE:** This budgetary line item is to be used for direct program rent and utilities, all other indirect or administrative occupancy costs should be listed in the indirect expense section of the Budget worksheet and narrative. Maintenance and repair costs may be included here if directly allocated to program.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost	Basis	Length of time/Quantity	Pro-ration			
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
					\$ -		\$ -
				<i>Total</i>	\$ -	\$ -	\$ -

Rent and Utilities Narrative

Section C - Budget Worksheet & Narrative

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

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost	Basis	Length of time	Pr-ration			
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
Total					\$ -	\$ -	\$ -

Telecommunications Narrative:

Section C - Budget Worksheet & Narrative

12). **Training and Education** (2 CFR 200.472) -- Describe the training and education cost associated with employee development. Include rental space for training (if required), training materials, speaker fees, substitute teacher fees, and any other applicable expenses related to the training. When training materials (pamphlets, notebooks, videos, and other various handouts) are ordered for specific training activities, these items should be itemized below.

Description	Computation				Federal/State Amount	Match	Total Cost
	Quantity	Basis	Cost	Length of time			
					-	-	\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
					-		\$ -
Total					\$ -	\$ -	\$ -

Training and Education Narrative:

Section C - Budget Worksheet & Narrative

16). Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

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

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
			\$ -		\$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

 Institution/Organization

 Signature

 Name of Official

 Title
 Chief Financial Officer (or equivalent)

 Date of Signature

 Institution/Organization

 Signature

 Name of Official

 Title
 Executive Director (or equivalent)

 Date of Signature

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
<i>Personnel</i>	\$ -	\$ -	\$ -
<i>Fringe Benefits</i>	\$ -	\$ -	\$ -
<i>Travel</i>	\$ -	\$ -	\$ -
<i>Equipment</i>	\$ -	\$ -	\$ -
<i>Supplies</i>	\$ 1,241.00	\$ -	\$ 1,241.00
<i>Subcontracts and Subawards</i>	\$ 37,059.00	\$ -	\$ 37,059.00
<i>Occupancy (Rent & Utilities)</i>	\$ -	\$ -	\$ -
<i>Telecommunications</i>	\$ -	\$ -	\$ -
<i>Training & Education</i>	\$ -	\$ -	\$ -
<i>Indirect Costs</i>	\$ -	\$ -	\$ -
<i>TOTAL PROJECT COSTS</i>	\$ 38,300.00	\$ -	\$ 38,300.00

ICJIA Agency Approval		STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)		AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: DuPage County		DUNS#: 135836026		NOFO ID: 2096-988	Grant #: 322418
CFSA Number: 546-00-2096		CSFA Short Description: Illinois Family Violence Coordinating Council		State Fiscal Year(s): SFY24	Project Period: July 1, 2023 - June 30, 2024

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
38,300.00	Talib Mustafa	Signature on file	5/16/23
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>
	Darryl S. Williams		05/16/23

Budget Revision Amount Approval

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

Budget Revision Amount Approval

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

\$200 308 Revision of budget and program plans

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

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- GATA General Instructions

Section A – Budget Summary

FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by all applicable budget categories. **Please read all instructions before completing form.**

FEDERAL/STATE GRANT FUNDS

Provide a total requested ICJIA 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 – FEDERAL/STATE FUNDS

All applicants must complete Section A and provide a break-down by the applicable budget categories.

For each project year for which funding is requested, show the total amount requested for each applicable budget category.

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

Section A - 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)**

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

OR

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

Option (3): The applicant elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68). **Note:** The applicant must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs. **Note** the applicant may only use the 10 percent de minimis rate if the applicant does not have an Approved Indirect Cost Rate Agreement. The applicant may not use the de minimis rate if it is a Local government, or if your grant is funded under a training rate or restricted rate program .

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

Section B - Budget Summary

MATCH FUNDS

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

BUDGET SUMMARY – MATCH FUNDS

If the applicant is required to provide or volunteers to provide cost-sharing or matching funds or other match resources to the project, these costs should be shown for each applicable budget category of Section B.

For each applicable budget category for which matching funds are provided, show the total contribution. Only use those categories that are visible.

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

Section C - Budget Worksheet & Narrative

[Attach separate sheet(s)]

Pay attention to applicable ICJIA-specific instructions.

All applicants are required to submit a budget narrative along with Section A and Section B. The budget narrative is sometimes referred to as the budget justification. The narrative serves two purposes: it explains how the costs were estimated and it justifies the need for the cost. The narrative may include tables for clarification purposes. The State of Illinois recommends using the State of Illinois Uniform Budget Template worksheet and narrative guide provided.

1. Provide an itemized budget breakdown, and justification by project year, for each budget category listed in Sections A and B.
2. For match funds or resources listed in Section B that are used to meet a cost-sharing or matching requirement or provided as a voluntary cost-sharing or matching commitment, you must include:
 - a. The specific costs or contributions by budget category;
 - b. The source of the costs or contributions; and
 - c. In the case of third-party in-kind contributions, a description of how the value was determined for the donated or contributed goods or services.

Budget Instructions (General)

[Please review cost sharing and matching regulations found in 2 CFR 200.306.]

3. If applicable to this program, provide the rate and base on which fringe benefits are calculated.
4. If the applicant is requesting reimbursement for indirect costs on line 17, this information should be completed by the applicant's Business Office. Specify the estimated amount of the base to which the indirect cost rate is applied and the total indirect expense. Depending on the grant program to which the applicant is applying and/or the applicant's approved Indirect Cost Rate Agreement, some direct cost budget categories in the applicant's grant application budget may not be included in the base and multiplied by your indirect cost rate. Please indicate which costs are included and which costs are excluded from the base to which the indirect cost rate is applied.
5. Provide other explanations or comments you deem necessary.

Keep in mind the following—

Although the degree of specificity of any budget will vary depending on the nature of the project and State of Illinois agency requirements, a complete, well-thought-out budget serves to reinforce your credibility and increase the likelihood of your proposal being funded.

- A well-prepared budget should be reasonable and demonstrate that the funds being asked for will be used wisely.
- The budget should be as concrete and specific as possible in its estimates. Make every effort to be realistic, to estimate costs accurately.
- The budget format should be as clear as possible. It should begin with a budget narrative, which you should write after the entire budget has been prepared.
- Each section of the budget should be in outline form, listing line items under major headings and subheadings.
- Each of the major components should be subtotaled with a grand total at the end.

Your budget should justify all expenses and be consistent with the program narrative:

- Salaries should be comparable to those within the applicant organization.
- If new staff is being hired, additional space and equipment are considered, as necessary.
- If the budget lists an equipment purchase, it is the type allowed by the agency.
- If additional space is rented, the increase in insurance is supported.
- If an indirect cost rate applies to the proposal, the division between direct and indirect costs is not in conflict, and the aggregate budget totals refer directly to the approved formula. Indirect costs are costs that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project (like the cost of operating and maintaining facilities, depreciation, and administrative salaries).

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

State of Illinois -- Uniform Budget Template (updated by ICJIA) -- ICJIA Specific Instructions

Section A – Budget Summary

I. Section A: Federal/State funds are those that come from ICJIA as part of a NOFO or continuation. The Implementing Agency is the entity that will be responsible for managing the agreement. Please complete all cells in blue. If indirect costs are being included in the budget, don't forget to include the Rate and Base in the left column. The following information can be found on the GATA website or on the Uniform Notice of Funding Opportunity (NOFO): NOFO ID; CFSA Number; CFSA Short Description; State Fiscal Year(s) and Project Period. If this is a continuation grant, please enter the grant number.

II. Section A - Indirect Costs: One of the following must be checked: Item 1; 2a or 2b; 3, 4, or 5. If Option 1 or 2a is selected, then the box at the bottom of the page must be filled out.

III. Section B: All required match must be included. If you are including additional match (overmatch), do not separate required match from overmatch. Those amounts should be combined together. If match is being included in your budget, please complete all cells in blue. If indirect costs will be paid by matching funds, include the Rate and Base in the left column.

IV. Applicant Certification: The Implementing Agency (and Program Agency, if different from the Implementing Agency), must complete this form at the time the grant agreement is signed.

V. FFATA Form: This should only be filled out if the source of ICJIA funds is federal (ie JAG, VOCA, VAWA, etc.) AND if the implementing agency receives \$25,000 or more in federal funds. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Uniform Notice for Funding Opportunity (NOFO). If there is a CFDA number, then this award includes federal funds.

VI. Section C1- Personnel:

A) If a cost of living increase is anticipated, please reflect the adjusted salary in one line item. In the justification, please state that the salary reflects a cost of living increase and provide the amount/length of time of the initial salary and amount/length of time of the final salary.

B) If you are budgeting for overtime, please put the overtime amount on the bottom row. In the justification, please state how the overtime amount has been calculated.

C) Quantity of time will depend on the basis selected.

VII. Section C2 - Fringe:

A) If additional staff were added to the Personnel tab, please make sure they are also added here. Check the totals to make sure that all additional personnel are included. Fringe should include both the ICJIA and match amounts.

B) If a personnel's salary is prorated, then the flat rate fringe must also be prorated.

C) Please enter the percentages for retirement, insurance (include health, dental and life) and workman's comp. If there are other fringe benefits, please enter what the benefit is and the percentage.

D) Column M has been provided for any flat rate fringe benefits. Please enter the dollar amount in Column M. The narrative should provide sufficient detail that ICJIA understands how the flat rate fringe benefits were calculated.

VIII. Section C3 - Travel:

A) This page is to be used for all travel costs - both daily and out of town. Please put similarly purposed trips together. For example - daily mileage reimbursement costs can all be on one line item and daily parking costs on the next line item. Out of town trips should also be listed together. For example, if you will attend two conferences, please put costs associated with the first conference together, and then put costs associated with the second conference together.

B) Travel expenses can not exceed the State of Illinois rates (or your agency's rate, whichever is lower). Mileage, per diem, and lodging rates can be found here:

<https://www.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx> (copy and paste this address into a web browser).

IX. Section C4 - Equipment:

- A) All equipment must be purchased no later than 90 days after the start of the grant, unless otherwise approved by your ICJIA grant monitor.
- B) Equipment must be pro-rated if the piece of equipment will be used for any purpose other than the grant program.

X. Section C5 - Supplies: Please list all supplies/commodities in this section.

XI. Section C6 - Contractual Services: Pro-rated Share - Certain contractual costs must be pro-rated to determine how much can be applied to the grant program. For example, telephone costs would be proportional to the number of FTEs on the grant funded program divided by the total number of FTE employees in the office. Utility or rent costs would be proportional to the space occupied by the grant funded program divided by the total space.

XII. Section C16 - Indirect Costs:

- A) If a federally-approved or state-approved indirect cost rate is being included, please provide the letter showing the approved indirect cost rate.
- B) If any indirect cost rate is being included (de minimus, federally approved or state approved), the certification must be signed at the time the grant agreement is signed.**

XIII. Summary: Please make sure the amounts on this page are the same as the amounts on each of the Budget Worksheet and Narrative tabs.

XIX. Agency Approval: Do not complete this form - this will be filled out by ICJIA.



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1988

Agenda Date: 6/6/2023

Agenda #: 8.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 5000
Company #

MISC PROBATION GRANTS
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6192	50000		REGULAR SALARIES	\$ 5,000.00	49,627.54	44,627.54	5/30/23
Total				\$ 5,000.00			

To: 5000
Company #

MISC PROBATION GRANTS
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
6192	51040		EMPLOYEE MED & HOSP INSURANCE	\$ 5,000.00	(1,774.74)	3,225.26	5/30/23
Total				\$ 5,000.00			

Reason for Request:

Medical insurance costs have been greater than anticipated for FY23. Budget transfer to adjust for increased amount incurred.

Signature on file

Department Head

lead

Chief Financial Officer

Date

Date

Activity

(optional)

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

Finance Department Use Only			
Fiscal Year 23	Budget Journal #	Acctg Period	
Entered By/Date	Released & Posted By/Date		

JPS - 6/6/23

FINCO - 6/13/23



Budget Transfer

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1989

Agenda Date: 6/6/2023

Agenda #: 8.B.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

LAW ENFORCEMENT BUREAU

From: 1000
Company #

From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4415	50000		REGULAR SALARIES	\$ 500,000.00	6,822,528.74	6,322,528.74	5/28/23
Total				\$ 500,000.00			

JAIL OPERATIONS

To: 1000
Company #

To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
4410	50010		OVERTIME	\$ 500,000.00	27,230.76	527,230.76	5/25/23
Total				\$ 500,000.00			

Reason for Request:

To cover overtime shortage in the Correctional Facility due to staff shortage

Signature on file

Department Head

Chief Financial Officer

Date
5/30/23

Activity

(optional)

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

Finance Department Use Only

Fiscal Year 23 Budget Journal # _____ Acctg Period _____

Entered By/Date _____ Released & Posted By/Date _____

JPS-61623

FIN/CB-61323



Grant Proposal Notifications

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-1990

Agenda Date: 6/6/2023

Agenda #: 9.A.



Grant Proposal Notification

GPN Number: 030-23
(Completed by Finance Department)

Date of Notification: 05/12/2023
(MM/DD/YYYY)

Parent Committee Agenda Date: 06/06/2023
(Completed by Finance Department) (MM/DD/YYYY)

Grant Application Due Date: 06/24/2023
(MM/DD/YYYY)

Name of Grant: Patrick Leahy Bulletproof Vest Partnership FY23

Name of Grantor: U.S. Department of Justice

Originating Entity: _____
(Name the entity from which the funding originates, if Grantor is a pass-thru entity)

County Department: Sheriff

Department Contact: Deputy Chief Dan Bilodeau X2402
(Name, Title, and Extension)

Parent Committee: JPS

Grant Amount Requested: \$ 158,448.00

Type of Grant: Direct Payment
(Competitive, Continuation, Formula, Project, Direct Payment, Other – Please Specify)

Is this a new non-recurring Grant: ☐ Yes ☒ No

Source of Grant: ☒ Federal ☐ State ☐ Private ☐ Corporate

If Federal, provide CFDA: 16.607 If State, provide CSFA: _____

Grant Proposal Notification

1. Justify the department's need for this grant.

The DuPage County Sheriff's Office has over 373 sworn deputies, all who need to wear protective gear. The type of protective gear is dependent on the Bureau current assignment for each deputy. Those assigned to Corrections will wear a stab resistant vest and those assigned to Law Enforcement, Judicial Office Facility, SWAP, and the Warrants/Transport Bureau will wear a bulletproof vest. Each vest is uniquely fitted for each deputy to allow for ease of movement and proper breathing while protecting the wearer with ample coverage. These vests have a life span of five years. The protection the two vests offer are not interchangeable. The Sheriff's Office has a policy on the Use and Care of Body Armor mandating members to wear body armor while performing their duties as a member of the Sheriff's Office. Providing potential lifesaving protective gear has a large associated cost. The Sheriff's Office must budget for approximately 200 new or replacement vests a year.

2. Based on the County's Strategic Plan, which strategic imperative(s) correlate with funding opportunity. Provide a brief explanation.

The strategic imperative that correlates most to this funding opportunity is Quality of Life. Providing up-to-date, high quality, and compliance tested protective vests can save a deputies life. Either in the corrections facility if faced with an edged weapon, or if shot at while protecting the citizens of DuPage County.

3. What is the period covered by the grant? _____ to: _____
(MM/DD/YYYY) (MM/DD/YYYY)

3.1. If period is unknown, estimate the year the project or project phase will begin and anticipated duration:

3.1.1. 04/23 and 1 YEAR
(MM/YY) (Duration)

4. Will the County provide "seed" or startup funding to initiate grant project? (Yes or No) No

4.1. If yes, please identify the Company-Accounting Unit used for the funding _____

5. If grant is awarded, how is funding received? (select one):

5.1. Prior to expenditure of costs (lump-sum reimbursement upfront) ☐

5.2. After expenditure of costs (reimbursement-based) ☒

Grant Proposal Notification

6. Does the grant allow for Personnel Costs? (Yes or No) No

6.1. If yes, what are the total projected salary and fringe benefit costs of personnel charging time to the grant for the entire term of the grant? Compute County-provided benefits at 40%.

6.1.1. Total salary _____ Percentage covered by grant _____

6.1.2. Total fringe benefits _____ Percentage covered by grant _____

6.1.3. Are any of the County-provided fringe benefits disallowed? (Yes or No): _____

6.1.3.1. If yes, which ones are disallowed?

6.1.3.2. If the grant does not cover 100% of the personnel costs, from what Company-Accounting Unit will the deficit be paid?

6.2. Will receipt of this grant require the hiring of additional staff? (Yes or No): No

6.2.1. If yes, how many new positions will be created?

6.2.1.1. Full-time _____ Part-time _____ Temporary _____

6.2.1.2. Will the headcount of the new position(s) be placed in the grant accounting unit? _____
(Yes or No)

6.2.1.2.1. If no, in what Company-Accounting Unit will the headcount(s) be placed?

Grant Proposal Notification

<p>6.3. Does the grant award require the positions to be retained beyond the grant term? (Yes or No)</p> <p>6.3.1. If yes, please answer the following:</p> <p>6.3.1.1. How many years beyond the grant term?</p> <p>6.3.1.2. What Company-Accounting Unit(s) will be used?</p> <p>6.3.1.3. Total annual salary</p> <p>6.3.1.4. Total annual fringe benefits</p>	<p>Na</p> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>7. Does the grant allow for direct administrative costs? (Yes or No)</p> <p>7.1. If yes, please answer the following:</p> <p>7.1.1. Total estimated direct administrative costs for project</p> <p>7.1.2. Percentage of direct administrative costs covered by grant</p> <p>7.1.3. What percentage of the grant total is the portion covered by the grant</p>	<p>No</p> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>8. What percentage of the grant funding is non-personnel cost / non-direct administrative cost?</p>	<p>100</p> <hr/>
<p>9. Are matching funds required? (Yes or No):</p> <p>9.1. If yes, please answer the following:</p> <p>9.1.1. What percentage of match funding is required by granting entity?</p> <p>9.1.2. What is the dollar amount of the County's match?</p>	<p>Yes</p> <hr/> <p>50%</p> <hr/> <p>\$158,448.00</p> <hr/>



Grant Proposal Notification

- 9.1.3. What Company-Accounting Unit(s) will provide the matching requirement? 1000-4400
10. What amount of funding is already allocated for the project? _____
- 10.1. If allocated, in what Company-Accounting Unit are the funds located? _____
- 10.2. Will the project proceed if the funding opportunity is not awarded? (Yes or No): Yes
11. What is the total project cost (Grant Award + Match + Other Allocated Funding)? \$316,896.00



Action Item

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 23-2007

Agenda Date: 6/6/2023

Agenda #: 13.A.
