

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Agenda - Final

Tuesday, July 7, 2026

5:30 PM

City Hall, Council Chambers

Public Safety Committee

ROLL CALL

APPROVAL OF MINUTES

Minutes 5/5/2026

[TMP-9891](#)

Attachments: [Minutes 5-5-2026.pdf](#)

CITIZENS TO BE HEARD ON AGENDA ITEMS

This section is for anyone wanting to speak regarding agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

AGENDA ITEMS

Purchase of Five (5) Power Pro 2 (Cots), Four (4) Power Load (Auto Cot Loaders), Four (4) Xpedition Powered Stair Chairs, Four (4) Lifepack35 (Portable Monitor and Defibrillator) for the City of Joliet Fire Department from Stryker Medical in the amount of \$654,217.80 [TMP-10015](#)

Attachments: [Joliet- 2026 cash quote 6.16.pdf](#)

ORDINANCES

RESOLUTIONS

Resolution Authorizing a Letter of Understanding Between the City of Joliet and the Illinois Department of Transportation Regarding Maintenance and Inspection of Fire Standpipe Systems for the I-80 Des Plaines River Bridge Improvement Project [TMP-10005](#)

Attachments: [LU126-009 62R23 City of Joliet LOU.docx](#)
[Resolution](#)

Resolution Authorizing Execution of a Memorandum of Understanding ("MOU") Between the City of Joliet Fire Department and the Elwood Fire Protection District [TMP-10004](#)

Attachments: [Resolution](#)
[MOU between JFD and Elwood.docx](#)

Resolution Authorizing Execution of a Memorandum of Understanding ("MOU") Between the City of Joliet Fire Department and the Channahon Fire Protection District [TMP-10001](#)

Attachments: [MOU between JFD and CFPD.docx](#)
[Resolution](#)

Resolution Requesting Authorization to Accept a Grant to Assist Joliet's Tobacco Enforcement Program [TMP-9985](#)

Attachments: [Resolution](#)
[Tobacco Enforcement Grant 2026.pdf](#)

Resolution Approving Intergovernmental Agreement with Plainfield Community Consolidated School District 202 [TMP-9987](#)

Attachments: [Resolution](#)
[IGA between Plainfield Consolidated School District 2026.docx.pdf](#)

Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois ("State") and the City of Joliet ("Joliet") [TMP-10017](#)

Attachments: [Resolution](#)
[FOID Grant 2026.pdf](#)

Resolution Declaring Property of the City of Joliet as Surplus (Tri-County Auto Theft Taskforce) [TMP-10037](#)

Attachments: [Resolution](#)

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

PUBLIC COMMENTS

This section is for anyone wanting to speak regarding non-agenda items and are allowed a maximum of 4 minutes. It is not a question and answer period and staff, and the Committee members do not generally respond to public comments. The City Clerk has a copy of the public speaking procedures; please note, speakers who engage in conduct injurious to the harmony of the meeting shall be called to order by the Presiding Officer and may forfeit the opportunity to speak.

ADJOURNMENT

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9891

Agenda Date:7/7/2026

City of Joliet

150 West Jefferson Street
Joliet, IL 60432



Meeting Minutes - Pending Approval

Tuesday, May 5, 2026

5:30 PM

City Hall, Council Chambers

Public Safety Committee

ROLL CALL

Present Councilman Joe Clement, Councilwoman Jan Hallums Quillman and Councilwoman Suzanna Ibarra

ALSO PRESENT: Chief of Police William Evans and Chief of Fire Jeff Carey

APPROVAL OF MINUTES

[TMP-9741](#)

Attachments: [Minutes 4-7-2026.pdf](#)

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to approve COUNCIL MEMO #TMP-9741: Minutes 4/7/2026.

The motion carried by the following vote:

Aye: Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

CITIZENS TO BE HEARD ON AGENDA ITEMS

None

AGENDA ITEMS

Purchase of Interior Wall Painting and Sanding Services for Fire Station 1 and Fire Station 9 from Smith Painting Services in the Amount of \$67,062.00

[TMP-9805](#)

Attachments: [All Tech Proposal Station 1 .pdf](#)
[All Tech Proposal Station 9 .pdf](#)
[Amcoat Decorating Station 1.pdf](#)
[Amcoat Decorating Station 9.pdf](#)
[Smith Painting Serv Station 1.pdf](#)
[Smith Painting Serv Station 9.pdf](#)

Chief Carey briefly explains.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to recommend for approval COUNCIL MEMO #TMP-9805: Purchase of Interior Wall Painting and Sanding Services for Fire Station 1 and Fire Station 9 from Smith Painting Services in the Amount of \$67,062.00.

The motion carried by the following vote:

Aye: Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

ORDINANCES

None

RESOLUTIONS

Resolution Authorizing Execution of a Memorandum of Understanding ("MOU") Between the City of Joliet Fire Department and the East Joliet Fire Protection District

[TMP-9819](#)

Attachments: [MOU between JFD and EJFPD.pdf](#)
 [Resolution](#)

Chief Carey briefly explains.

Councilwoman Quillman asks question regarding new station.

Chief Carey answers.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilwoman Jan Hallums Quillman, to recommend for approval COUNCIL MEMO #TMP-9819: Resolution Authorizing Execution of a Memorandum of Understanding ("MOU") Between the City of Joliet Fire Department and the East Joliet Fire Protection District.

The motion carried by the following vote:

Aye: Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Resolution Approving an Intergovernmental Agreement with the County of Will for the Placement of License Plate Reading Cameras Located on County Highways

[TMP-9704](#)

Attachments: [Resolution](#)
 [Joliet IGA will county LPR.DOCX](#)

Chief Evans briefly explains.

Councilman Clement ask questions about Flock.

Chief Evans answers.

A motion was made by Councilwoman Jan Hallums Quillman, seconded by Councilwoman Suzanna Ibarra, to recommend for approval COUNCIL MEMO #TMP-9704: Resolution Approving an Intergovernmental Agreement with the County of Will for the Placement of License Plate Reading Cameras Located on County Highways.

The motion carried by the following vote:

Aye: Councilman Clement, Councilwoman Hallums Quillman and Councilwoman Ibarra

Resolution Requesting Authorization to enter into a Regular 2025 Justice Assistance Grant Intergovernmental Agreement between

[TMP-9801](#)

the City of Joliet and Will County

Attachments: [Resolution](#)
 [FY25 JAG IGA.docx](#)

Chief Evans briefly explains.

A motion was made by Councilwoman Suzanna Ibarra, seconded by Councilman Joe Clement, to recommend for approval COUNCIL MEMO #TMP-9801: Resolution Requesting Authorization to enter into a Regular 2025 Justice Assistance Grant Intergovernmental Agreement between the City of Joliet and Will County.

The motion carried by the following vote:

Aye: Councilman Clement, Councilwoman Hallums Quillman and
 Councilwoman Ibarra

NEW OR OLD BUSINESS, NOT FOR FINAL ACTION OR RECOMMENDATION

Council says goodbye and thank you to Chief Evans for his years of service.

Chief Evans responds.

PUBLIC COMMENTS

None

ADJOURNMENT

A motion was made by Councilwoman Ibarra, seconded by Councilwoman Hallums Quillman, that this was adjourn.

The motion carried by the following vote:

Aye: Councilman Clement, Councilwoman Hallums Quillman and
 Councilwoman Ibarra

This meeting will be held in an accessible location. If you need a reasonable accommodation, please contact The City Clerk Office, 150 West Jefferson Street, Joliet, Illinois 60432 at (815) 724-3780.



Memo

File #: TMP-10015

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Jeff Carey, Chief of Fire

SUBJECT:

Purchase of Five (5) Power Pro 2 (Cots), Four (4) Power Load (Auto Cot Loaders), Four (4) Xpedition Powered Stair Chairs, Four (4) Lifepack35 (Portable Monitor and Defibrillator) for the City of Joliet Fire Department from Stryker Medical in the amount of \$654,217.80

BACKGROUND:

The Fire Department EMS Division plans to utilize five (5) Power Pro 2, four (4) Power Load, four (4) Xpedition Powered Stair Chairs, and four (4) Lifepack35 for the ambulances purchased in February 2026. Funding for the ambulance purchase was approved by the City Council on February 3, 2026.

By making this equipment purchase in 2026, the City of Joliet will lock into zero-interest pricing, which avoids 6-8% price increases yearly, resulting in an estimated savings of at least \$87,812.00.

CONCLUSION:

The Fire Department EMS Division has only one (1) approved manufacturer for Power Pro 2, Power Load, Xpedition Powered Stair Chair, and Lifepack35s. Stryker Medical is the sole source supplier of these items. Stryker Medical provided Quote No. 11306293 for the 2026, 2027, and 2028 purchases. The total for all three years is \$654,217.80.

The trade-in credit and cost breakdown are as follows:

Equipment Total	\$686,665.80
Data Solutions	\$10,552.00
Freight	\$7,500.00
Less Trade-in Credit	<u>\$(50,500.00)</u>
	\$654,217.80

Sufficient Funds exist for this purchase utilizing the Public Safety Supply Fund (Org 07001000, Object 536102): \$30,000 in 2026, and \$30,000 in 2027. Additionally, the remainder of \$594,217.80 will be charged to the Furnishings and Equipment Fund (Org 30070020, Object 557300) in 2028. The total three-year cost is \$654,217.80.

Section 2-438 of the City of Joliet Code of Ordinances states that purchases over \$25,000.00 may be awarded without written specifications or bidding under certain circumstances. Two of these circumstances apply:

(a) Purchases which may only be practicably made from a single source;

(f) Purchases when authorized by a concurring vote of two-thirds (2/3) of the Mayor and City Council;

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve the Stryker Medical purchase of Five (5) Power Pro 2 (Cots), Four (4) Power Load (Auto Cot Loaders), Four (4) Xpedition Powered Stair Chairs, Four (4) Lifepack35 (Portable Monitor and Defibrillator) for the City of Joliet Fire Department from Stryker Medical, in the amount of \$654,217.80, for three years (2026-2028).



New ambs

Quote Number:11306293

Version:1

Prepared For:JOLIET FIRE DEPT

Attn:

Remit to:Stryker Sales, LLC

21343 NETWORK PLACE

CHICAGO IL 60673-1213

USA

Division:Medical

Rep:Elena Shklyar

Email:elena.shklyar@stryker.com

Phone Number:

Quote Date:06/16/2026

Expiration Date:09/14/2026

Contract Start:05/10/2026

Contract End:05/09/2027

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	JOLIET FIRE DEPT	Name:	JOLIET FIRE DEPT	Name:	CITY OF JOLIET
Account #:	20004432	Account #:	20004432	Account #:	20127243
Address:	101 E CLINTON ST	Address:	101 E CLINTON ST	Address:	150 W JEFFERSON ST
	JOLIET		JOLIET		JOLIET
	Illinois 60432-4137		Illinois 60432-4137		Illinois 60432-4148

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	4	\$36,332.00	\$145,328.00
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	5	\$39,614.00	\$198,070.00
3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	5	\$940.00	\$4,700.00
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	5	\$1,344.80	\$6,724.00
5.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	5	\$31.20	\$156.00
6.0	625705550002	6257 XPEDITION HIGH CONFIG	4	\$18,206.00	\$72,824.00
7.0	650700450301	ASSEMBLY, BATTERY CHARGER	4	\$1,344.80	\$5,379.20
8.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	4	\$31.20	\$124.80
9.0	70335-000042	LP35,EN-US,MAS-SP/CO,MED-CO2,SUN-NIBP,12L,WIFI/CELL/LN/CPRIN,STD,BT	4	\$52,942.00	\$211,768.00
10.0	11335-000001	LIFEPAK FLEX Lithium-Ion Battery	4	\$832.00	\$3,328.00
11.0	11140-000102	LIFEPAK FLEX Battery Charger	4	\$2,496.00	\$9,984.00
12.0	11140-000131	AC Power Cord (North America, hospital grade)	4	\$84.75	\$339.00
13.0	11996-000519	LNCS-II Reusable rainbow 8-wavelength Adult Sensor	4	\$666.00	\$2,664.00
14.0	11996-000520	LNCS-II Reusable rainbow 8-wavelength Pediatric Sensor	4	\$732.96	\$2,931.84
15.0	11160-000011	Reusable Cuff, Infant, 8-14 cm	4	\$26.40	\$105.60
16.0	11160-000013	Reusable Cuff, Pediatric, 13-20 cm	4	\$29.60	\$118.40



New amb

Quote Number: 11306293

Remit to:

Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Division:

Medical

Prepared For: JOLIET FIRE DEPT

Rep:

Elena Shklyar

Attn:

Email:

elena.shklyar@stryker.com

Phone Number:

Quote Date: 06/16/2026

Expiration Date: 09/14/2026

Contract Start: 05/10/2026

Contract End: 05/09/2027

#	Product	Description	Qty	Sell Price	Total
17.0	11160-000021	Reusable Cuff, Small, Adult, 18-26 cm	4	\$33.60	\$134.40
18.0	11160-000015	Reusable Cuff, Adult, 26-35 cm	4	\$35.20	\$140.80
19.0	11160-000019	Reusable Cuff, X-Large, Adult, 35-44 cm	4	\$57.60	\$230.40
20.0	11335-000005	LIFEPAK Printer Kit	4	\$2,246.40	\$8,985.60
21.0	11260-000073	Shoulder Strap	4	\$62.40	\$249.60
22.0	11335-000008	LIFEPAK 35 Storage Bag Kit	4	\$499.20	\$1,996.80
23.0	11330-000026	LP35 Docking Station	4	\$2,595.84	\$10,383.36
Equipment Total:					\$686,665.80

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-ZAP-LP35	TRADE IN ZOLL AUTOPULSE FOR LP35	4	-\$3,000.00	-\$12,000.00
TR-ZE-LP35	TRADE IN ZOLL E-SERIES FOR LP35	9	-\$2,000.00	-\$18,000.00
TR-FPCOT-PP2	TR-FERNO PCOT TO PP2	3	-\$6,500.00	-\$19,500.00
TR-ZMB-LP35	TRADE IN ZOLL M-SERIES BIPHASIC FOR LP35	1	-\$1,000.00	-\$1,000.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
24.0	11150-000020	LIFEPAK Cellular Modem, North America	4	\$1,560.00	\$6,240.00
25.0	81000001	EMS Pro Tier 1: <5,000 annual run volume. Includes: device set up tools, asset management, transmission connectivity, ePCR integration, LIFENET Care app and browser access for communication, live streaming and post event analytic tools.	4	\$1,078.00	\$4,312.00
Data Solutions Total:					\$10,552.00



New ambs

Quote Number: 11306293

Version: 1

Prepared For: JOLIET FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Division: Medical

Rep: Elena Shklyar

Email: elena.shklyar@stryker.com

Phone Number:

Quote Date: 06/16/2026

Expiration Date: 09/14/2026

Contract Start: 05/10/2026

Contract End: 05/09/2027

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Shipping and Handling:	\$7,500.00
Grand Total:	\$654,217.80

Prices: In effect for 30 days

Terms: Net 30 Days

Shipping & Handling Includes:
Standard freight, special packaging, semi rigging cranes, labor & delivery of equipment to final location, removal of all packaging, pre-delivery site check, education/training

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-10005

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Jeff Carey, Chief of Fire

SUBJECT:

Resolution Authorizing a Letter of Understanding Between the City of Joliet and the Illinois Department of Transportation Regarding Maintenance and Inspection of Fire Standpipe Systems for the I-80 Des Plaines River Bridge Improvement Project

BACKGROUND:

The Illinois Department of Transportation ("IDOT") is undertaking significant improvements to approximately 2,158 lineal feet of I-80 at the Des Plaines River Bridge, identified as State Section FAI 80 21 Structure 2, State Job No. C-91-110-22, and State Contract No. 62R23.

This improvement project includes bridge replacements, bridge superstructure replacements, roadway reconstruction, construction of noise abatement walls and retaining walls, installation of fire standpipe systems, and various utility relocations required to complete the project. As part of this work, IDOT has requested that the City of Joliet assume responsibility for the ongoing maintenance and inspection of the newly installed fire standpipe systems, in accordance with applicable National Fire Protection Association (NFPA) standards.

IDOT has agreed to reimburse the City of Joliet one hundred percent (100%) of all eligible costs associated with required maintenance, inspection, testing, and repair of the fire standpipe systems.

CONCLUSION:

The purpose of this Letter of Understanding is to formalize the responsibilities of the City of Joliet and IDOT regarding the maintenance, inspection, testing, and repair of the fire standpipe systems for the I-80 Des Plaines River Bridge improvement project.

RECOMMENDATION:

The Administration recommends the Mayor and the City Council approve the attached Resolution authorizing the City Manager to execute the Letter of Understanding between the City of Joliet and the Illinois Department of Transportation.

FAI 80
I-80 At Des Plaines River Bridge
State Section: FAI 80 21 Structure 2
County: Will County
Job No.: C-91-110-22
Contract No.: 62R23
Agreement No.: LU-126-009

LETTER OF UNDERSTANDING

This Letter of Understanding, entered into this _____ day of _____, 2025 A.D., by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and CITY OF JOLIET of the State of Illinois, hereinafter called the CITY.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving approximately 2,158 lineal feet of I-80 at the Des Plaines River Bridge, State Section FAI 80 21 Structure 2, State Job No. C-91-110-22, State Contract Number 62R23 hereinafter referred to as the IMPROVEMENT.

The IMPROVEMENT includes bridge replacements, bridge superstructure replacements, roadway reconstruction, noise abatement walls installation, retaining wall construction, fire standpipe system installation, water main, sanitary and storm sewer relocations and adjustments, and any other work necessary to complete the IMPROVEMENT in accordance with the approved plans and specifications; and

WHEREAS, the CITY has agreed to the MAINTENANCE AND INSPECTION of the fire standpipe systems associated with the IMPROVEMENT; and

WHEREAS, this Agreement is entered into under the authority of the Illinois Constitution and the Intergovernmental Cooperation Act of this State.

NOW, THEREFORE, in consideration of the mutual covenants contained herein,
the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the IMPROVEMENT to be built in accordance with the approved plans, specifications and contract.
2. Upon final field inspection of the IMPROVEMENT, the STATE agrees to maintain or cause to be maintained the bridges, the through traffic lanes, the auxiliary lanes, the inside and outside shoulders. The STATE further agrees to provide reimbursement costs to the CITY for the MAINTENANCE AND INSPECTION of the fire standpipe systems.
3. The CITY will provide and agrees to the MAINTENANCE AND INSPECTION as follows:
 - a. Upon final field inspection of the fire standpipe systems in accordance to the contract specifications and National Fire Protection Association (NFPA), the CITY will assume MAINTENANCE AND INSPECTION of the fire standpipe systems upon receiving the contractor's signed copy of the testing requirements to the STATE Engineer of Record and the CITY.
 - b. The CITY has agreed to perform the required inspection, testing and maintenance work as defined in NFPA 25 Chapter 6 Standpipe and Hose Systems.

- c. The CITY will submit a written request and cost estimates for all items that need to be replaced or repaired on the fire standpipe systems based upon the MAINTENANCE AND INSPECTION by the CITY.
 - d. Upon approval of the written request from the CITY for replacement or repairs on the fire standpipe systems, the STATE agrees to reimburse the CITY One Hundred (100%) of the MAINTENANCE AND INSPECTION upon receipt of an invoice from the CITY.
- 4. The CITY has adopted a Resolution, or and will sign the Plan Approval page, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared and authorizing execution of this Agreement.
- 5. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6088568 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

City of Joliet
150 W. Jefferson Street
Joliet, IL 60432

- 6. Obligations of the STATE and the CITY will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.
- 7. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

8. This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

CITY OF JOLIET

By: _____
(Signature)

Attest:

By: _____
(Print or Type)

Title: _____

Date: _____

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-110-22
Agreement No.: LU-126-009

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAI 80, I-80 at the Des Plaines River Bridge, Contract No. 62R23, State Section FAI 80 21 Structure 2, the CITY agrees to assume financial responsibility for that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

RESOLUTION NO.

A RESOLUTION AUTHORIZING A LETTER OF UNDERSTANDING BETWEEN THE CITY OF JOLIET AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION REGARDING MAINTENANCE AND INSPECTION OF FIRE STANDPIPE SYSTEMS FOR THE I-80 DES PLAINES RIVER BRIDGE IMPROVEMENT PROJECT

WHEREAS, the City of Joliet ("City") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the Illinois Department of Transportation ("IDOT") is undertaking improvements to approximately 2,158 lineal feet of I-80 at the Des Plaines River Bridge, identified as State Section FAI 80 21 Structure 2, State Job No. C-91-110-22, and State Contract No. 62R23; and

WHEREAS, the improvement includes bridge replacements, bridge superstructure replacements, roadway reconstruction, construction of noise abatement walls and retaining walls, installation of fire standpipe systems, and various utility relocations and adjustments necessary to complete the project; and

WHEREAS, IDOT has requested that the City assume responsibility for the maintenance and inspection of the fire standpipe systems associated with the project in accordance with applicable National Fire Protection Association (NFPA) standards; and

WHEREAS, IDOT has agreed to reimburse the City one hundred percent (100%) of eligible costs associated with the required maintenance, inspection, testing, and repair of said fire standpipe systems; and

WHEREAS, the City of Joliet, as a home rule unit of local government, is authorized to exercise any power and perform any function pertaining to its government and affairs, including the authority to enter into intergovernmental agreements; and

WHEREAS, the proposed Letter of Understanding is attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute the Letter of Understanding between the City of Joliet and the Illinois Department of Transportation related to the maintenance and inspection of fire standpipe systems for the I-80 Des Plaines River Bridge improvement project.

SECTION 2: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this ____ day of _____, 20____.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-10004

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Jeff Carey, Chief of Fire

SUBJECT:

Resolution Authorizing Execution of a Memorandum of Understanding ("MOU") Between the City of Joliet Fire Department and the Elwood Fire Protection District

BACKGROUND:

The City of Joliet Fire Department's mission is to protect and enhance the quality of life in the community through education, active intervention, innovative prevention, and professional response. The Elwood Fire Protection District ("EFPD") provides emergency services to areas within the Village of Elwood and unincorporated Will County.

To further this goal, the JFD and EFPD desire to enter a Memorandum of Understanding ("MOU") acknowledging their shared interest in collaborating on enhanced emergency response operations. The MOU outlines automatic aid responsibilities, response expectations, communication procedures, and operational protocols between both agencies.

CONCLUSION:

The purpose of this Memorandum of Understanding is to formalize the conditions by which the JFD and EFPD will provide automatic aid to one another. This includes shared fire and EMS response within designated areas, communication and command procedures, and the operational expectations of each agency.

RECOMMENDATION:

The Administration recommends the Mayor and the City Council approve the attached Resolution that authorizes the Chief of the Fire Department to enter a MOU with Elwood Fire Protection District.

RESOLUTION NO.

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOLIET FIRE DEPARTMENT AND THE ELWOOD FIRE PROTECTION DISTRICT RELATED TO AN AUTOMATIC AID AGREEMENT

WHEREAS, the City of JOLIET, Illinois (the “City”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the City of Joliet created and maintains the Joliet Fire Department (“JFD”) whose mission statement is to protect and enhance the quality of life in our community through education, active intervention, innovative prevention, and professional response.

WHEREAS, the Elwood Fire Protection District (“EFPD”) provides emergency services to areas within the Village of Elwood as well as portions of unincorporated Will County; and

WHEREAS, the JFD and the EFPD wish to acknowledge in this Memorandum of Understanding that the JFD and EFPD are working cooperatively to address their mutual interests in supporting the citizens of Joliet and greater Will County; and

WHEREAS, the City of Joliet, as a home rule unit of local government entitles to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power and authority to enter into intergovernmental agreements with other agencies; and

WHEREAS, the proposed MOU is attached hereto and incorporated herein as Exhibit “A.”

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute the Memorandum of Understanding between the City of Joliet Fire Department and the Elwood Fire Protection District related to automatic aid services.

SECTION 2: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this ____ day of _____, 20____.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOLIET FIRE
DEPARTMENT AND THE ELWOOD FIRE PROTECTION DISTRICT RELATED TO
AN AUTOMATIC AID AGREEMENT.**

WHEREAS, the City of JOLIET, Illinois (the “City”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the City of Joliet created and maintains the Joliet Fire Department (“JFD”) whose mission statement is to protect and enhance the quality of life in our community through education, active intervention, innovative prevention, and professional response.

WHEREAS, the Elwood Fire Protection District (“EFPD”) provides emergency services to areas within the Village of Elwood as well as portions of unincorporated Will County; and

WHEREAS, the JFD and the EFPD wish to acknowledge in this Memorandum of Understanding that the JFD and EFPD are working cooperatively to address their mutual interests in supporting the citizens of Joliet and greater Will County; and

WHEREAS, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power and authority to enter into intergovernmental agreements with other agencies.

NOW THEREFORE, in consideration of the mutual promises, obligations, and undertakings set forth herein, the JFD and EFPD agree as follows:

SECTION 1: In General.

The JFD and EFPD agree to provide automatic aid to improve fire and Emergency Medical Services (“EMS”) and emergency response within designated areas for both agencies. The remainder of this agreement outlines response expectations, communication procedures, and operational responsibilities of each agency.

SECTION 2. EFPD Automatic Aid into JFD Jurisdiction. (Response 2 & 2A)

General. EFPD Station 1 provides automatic aid to JFD for fire types ACCINF, STRUCF, and TRUCKF, and first responder EMS response for CAD types AMCPR, AMUNCO, AMCHST, AMSTRK, and AMDOA. EFPD will initiate patient care and then transfer care to JFD, unless immediate transport by EFPD is necessary.

Areas within JFD include JFD CAD response 2 & 2A

Unit Availability. Should EFPD Station 1 be unavailable to respond to calls for service, JFD’s CAD response order shall be utilized.

Communications and Command. All operations within Joliet response areas will be conducted on the designated JFD Radio Channel. JFD will assume incident command, and all alarm upgrades will follow the appropriate JFD Box Card.

SECTION 3. JFD Automatic Aid into EFPD Jurisdiction.

General. JFD will provide automatic aid to EFPD for all fire and EMS incidents within EFPD's jurisdiction.

Communications and Command. All EFPD-area incidents will be dispatched and operated through WESCOM. EFPD will assume incident command upon arrival on scene.

SECTION 4. Other Agreements.

This document shall be the final embodiment of the Agreement by and between the JFD and EFPD. No verbal changes or modifications to this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon the necessary and proper signature of the JFD and EFPD.

SECTION 5: General Provisions

- a. In the event that a court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render any provision hereto.
- b. The Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- c. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- d. Appendix A is attached hereto and fully incorporated into this Memorandum of Understanding.
- e. This Memorandum may be terminated by either party by notifying the other party in writing thirty (30) days prior to the termination date.
- f. Any notices under this Agreement shall be sent as follows:

SECTION 6: Notices

Notice of this MOU shall be sent to:

Elwood Fire Protection District
309 W Mississippi Street
Elwood, Illinois 60421

City of Joliet, Attn: City Manager
150 West Jefferson Street
Joliet, Illinois 60432

City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, Illinois 60432

Joliet Fire Department, Station 1
Attn: Fire Chief
101 E. Clinton Street
Joliet, Illinois 60432

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

EFPD Representative

Date: _____

City of Joliet, City Manager

Date: _____

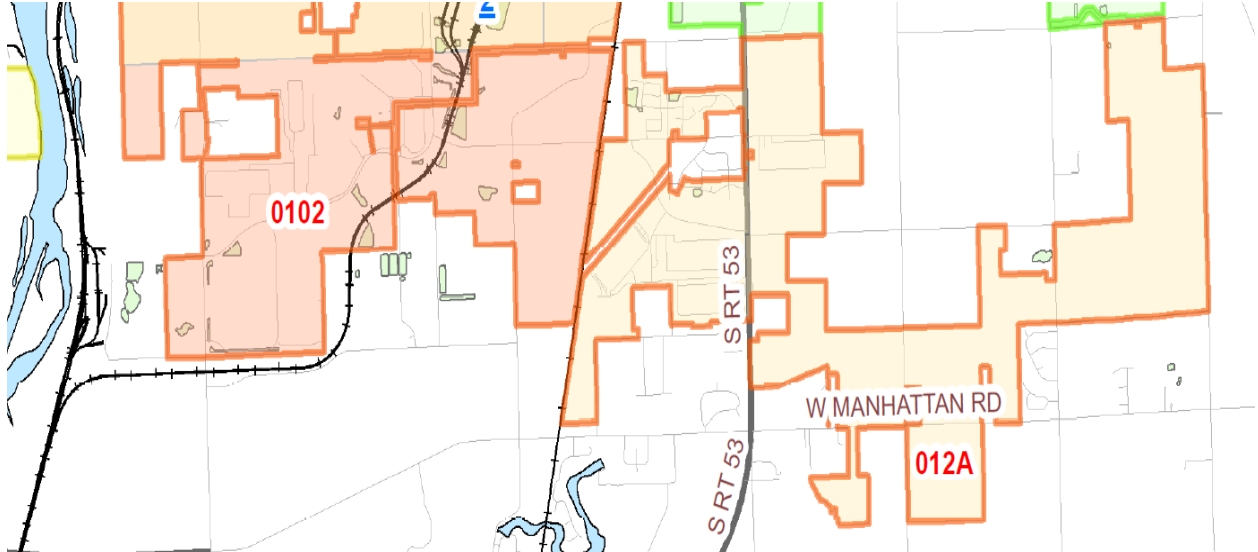
City of Joliet, Fire Chief

Date: _____

APPENDIX A

AREAS IN WHICH EFPD WILL RESPOND WITH AUTOMATIC AID TO JFD

JFD Response 2 & 2A





Memo

File #: TMP-10001

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Jeff Carey, Chief of Fire

SUBJECT:

Resolution Authorizing Execution of a Memorandum of Understanding ("MOU") Between the City of Joliet Fire Department and the Channahon Fire Protection District

BACKGROUND:

The City of Joliet Fire Department's mission is to protect and enhance the quality of life in the community through education, active intervention, innovative prevention, and professional response. The Channahon Fire Protection District ("CFPD") provides emergency fire and EMS services to areas within unincorporated Channahon Township in Will County.

To further this goal, the JFD and CFPD desire to enter a Memorandum of Understanding ("MOU") acknowledging their shared interest in collaborating on enhanced emergency response operations. The MOU outlines automatic aid responsibilities, response expectations, communication procedures, and operational protocols between both agencies.

CONCLUSION:

The purpose of this Memorandum of Understanding is to formalize the conditions by which the JFD and CFPD will provide automatic aid to one another. This includes shared fire and EMS response within designated areas, communication and command procedures, and the operational expectations of each agency.

RECOMMENDATION:

The Administration recommends the Mayor and the City Council approve the attached Resolution that authorizes the Chief of the Fire Department to enter a MOU with Channahon Fire Protection District.

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOLIET FIRE
DEPARTMENT AND THE CHANNAHON FIRE PROTECTION DISTRICT RELATED
TO AN AUTOMATIC AID AGREEMENT.**

WHEREAS, the City of JOLIET, Illinois (the “City”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the City of Joliet created and maintains the Joliet Fire Department (“JFD”) whose mission statement is to protect and enhance the quality of life in our community through education, active intervention, innovative prevention, and professional response.

WHEREAS, the Channahon Fire Protection District (“CFPD”) provides emergency services to areas within unincorporated Channahon Township in Will County; and

WHEREAS, the JFD and the CFPD wish to acknowledge in this Memorandum of Understanding that the JFD and CFPD are working cooperatively to address their mutual interests in supporting the citizens of Joliet and greater Will County; and

WHEREAS, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power and authority to enter into intergovernmental agreements with other agencies.

NOW THEREFORE, in consideration of the mutual promises, obligations, and undertakings set forth herein, the JFD and CFPD agree as follows:

SECTION 1: In General.

The JFD and CFPD agree to provide automatic aid to improve fire and Emergency Medical Services (“EMS”) and emergency response within designated areas for both agencies. The remainder of this agreement outlines response expectations, communication procedures, and operational responsibilities of each agency.

SECTION 2. CFPD Automatic Aid into JFD Jurisdiction. (Response 7B)

General. CFPD Station 2 provides automatic aid to JFD for fire types ACCINF, STRUCF, and TRUCKF, and first responder EMS response for CAD types AMCPR, AMUNCO, AMCHST, AMSTRK, and AMDOA. CFPD will initiate patient care and then transfer care to JFD, unless immediate transport by CFPD is necessary.

Areas within JFD include JFD CAD response 7B.

Unit Availability. Should CFPD Station 2 be unavailable to respond to calls for service, JFD’s CAD response order shall be utilized.

Communications and Command. All operations within Joliet response areas will be conducted on the designated JFD Radio Channel. JFD will assume incident command, and all alarm upgrades will follow the appropriate JFD Box Card.

SECTION 3. Other Agreements.

This document shall be the final embodiment of the Agreement by and between the JFD and CFPD. No verbal changes or modifications to this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon the necessary and proper signature of the JFD and CFPD.

SECTION 4: General Provisions

- a. In the event that a court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render any provision hereto.
- b. The Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- c. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- d. Appendix A through Appendix E are attached hereto and fully incorporated into this Memorandum of Understanding.
- e. This Memorandum may be terminated by either party by notifying the other party in writing thirty (30) days prior to the termination date.
- f. Any notices under this Agreement shall be sent as follows:

SECTION 5: Notices

Notice of this MOU shall be sent to:

Channahon Fire Protection District
24929 S Center Street
Channahon, Illinois 60410

City of Joliet, Attn: City Manager
150 West Jefferson Street
Joliet, Illinois 60432

City of Joliet
Attn: Legal Department
150 W. Jefferson Street
Joliet, Illinois 60432

Joliet Fire Department, Station 1
Attn: Fire Chief
101 E. Clinton Street
Joliet, Illinois 60432

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

CFPD Representative

Date: _____

City of Joliet, City Manager

Date: _____

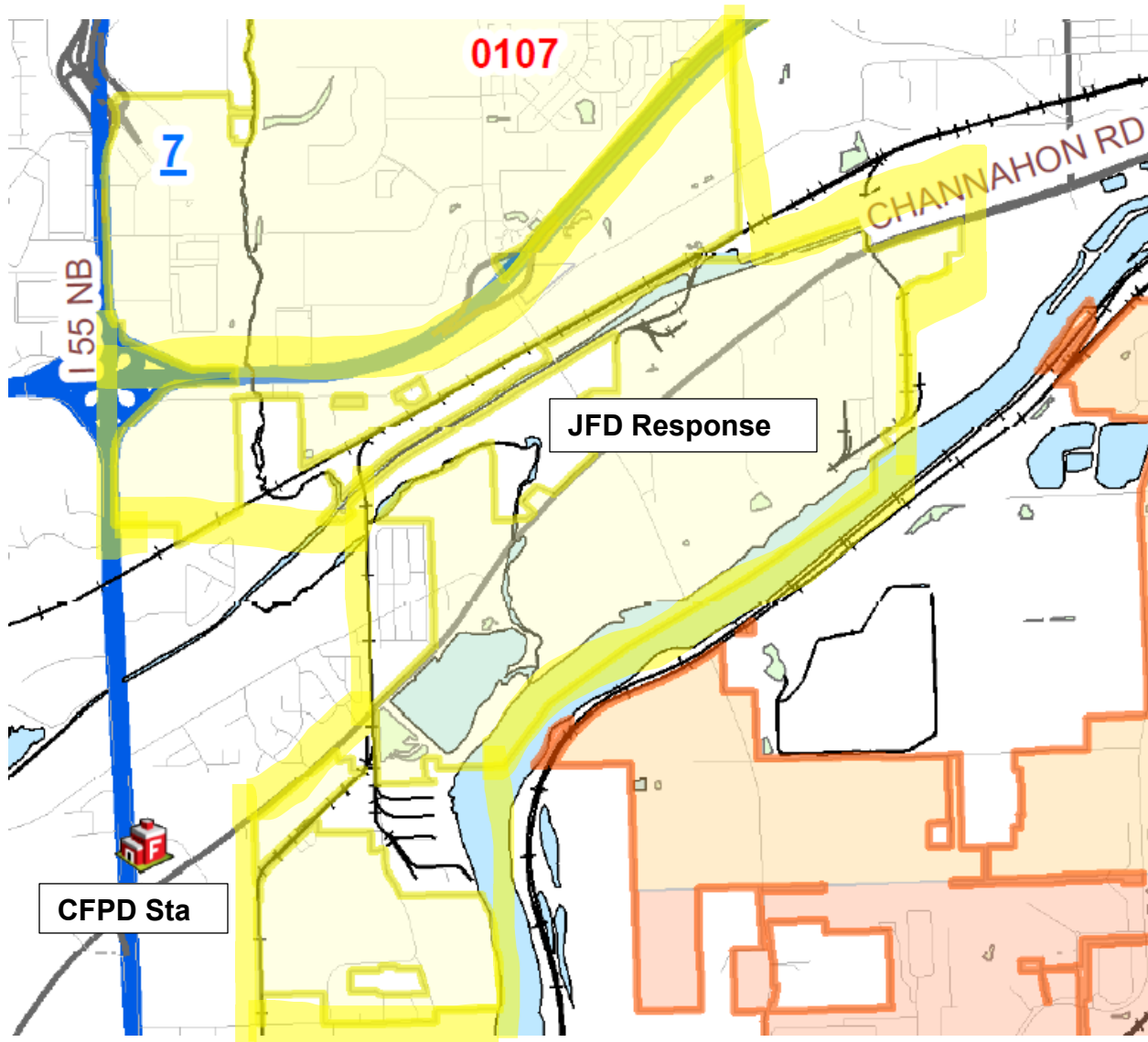
City of Joliet, Fire Chief

Date: _____

APPENDIX A

AREAS IN WHICH CFPD WILL RESPOND WITH AUTOMATIC AID TO JFD

JFD Response 7B



RESOLUTION NO.

A RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF JOLIET FIRE DEPARTMENT AND THE CHANNAHON FIRE PROTECTION DISTRICT RELATED TO AN AUTOMATIC AID AGREEMENT

WHEREAS, the City of JOLIET, Illinois (the “City”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, the City of Joliet created and maintains the Joliet Fire Department (“JFD”) whose mission statement is to protect and enhance the quality of life in our community through education, active intervention, innovative prevention, and professional response.

WHEREAS, the Channahon Fire Protection District (“CFPD”) provides emergency services to areas within unincorporated Channahon Township in Will County; and

WHEREAS, the JFD and the CFPD wish to acknowledge in this Memorandum of Understanding that the JFD and CFPD are working cooperatively to address their mutual interests in supporting the citizens of Joliet and greater Will County; and

WHEREAS, the City of Joliet, as a home rule unit of local government entitles to exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power and authority to enter into intergovernmental agreements with other agencies; and

WHEREAS, the proposed MOU is attached hereto and incorporated herein as Exhibit “A.”

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, PURSUANT TO ITS HOME RULE AND STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The City Manager is hereby authorized to execute the Memorandum of Understanding between the City of Joliet Fire Department and the Channahon Fire Protection District related to automatic aid services.

SECTION 2: This Resolution shall be in full force and effect from and after its passage, approval, and publication as provided by law.

PASSED this ____ day of _____, 20__.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____



Memo

File #: TMP-9985

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Robert Brown, Interim Chief of Police

SUBJECT:

Resolution Requesting Authorization to Accept a Grant to Assist Joliet's Tobacco Enforcement Program

BACKGROUND:

Although considerable gains have been made against smoking among U.S. adults, this progress has not been realized with young people. While cigarette smoking among adolescents may have declined since 2014, the opposite has occurred with vaping products. The Centers for Disease Control suggests that 1 of every 10 high school students actively vapes e-cigarettes (https://www.cdc.gov/tobacco/data_statistics/fact_sheets/youth_data/tobacco_use/index.htm).

The State of Illinois is mandated to ensure that a minimum of eighty percent (80%) of all businesses within the state is compliant with current minimum age requirements for tobacco and tobacco product sales. In previous years, sting operations were conducted by state Tobacco Enforcement Specialists in cooperation with the Food and Drug Administration. It was determined that the FDA lacks legal authority to conduct these checks, and responsibility for overseeing them was transferred to the state.

The City of Joliet has been offered \$18,647 to conduct tobacco compliance checks. Our participation in this program has been consistent for over twenty-five years; it will involve persons under the legal purchase age (21) attempting to purchase tobacco and tobacco products at every licensed business in the city. Similar to alcohol compliance checks, officers will accompany each program participant and witness any transactions that occur. State-sanctioned parental permission slips will be obtained before implementation for participants under 18. The State of Illinois has provided the necessary training to police department staff.

Eligible expenses include any costs incurred with conducting these checks, including officer overtime, administrative costs, stipends to student participants, and tobacco purchases. Three checks are to be conducted at each establishment over one year, from October of 2026 through May of 2027.

The Police Department is requesting authorization to accept the grant and implement this program in Joliet. The Illinois Department of Human Services will continue to provide guidelines.

CONCLUSION:

Through a grant from the Illinois Department of Human Services, the Police Department can participate in a statewide tobacco prevention initiative by holding tobacco enforcement compliance

checks throughout the city. The City of Joliet is not required to provide a local match.

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a resolution to accept the grant for the Joliet Tobacco Enforcement Program in the amount of \$18,647.00.

RESOLUTION NO. _____

A RESOLUTION REQUESTING AUTHORIZATION TO ACCEPT A GRANT TO
ASSIST JOLIET'S TOBACCO ENFORCEMENT PROGRAM

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS
FOLLOWS:

SECTION 1: That the Mayor of the City and Council authorize The Chief of Police to
execute the Tobacco Enforcement Program Grant in Exhibit A on behalf of the City of Joliet.

SECTION 2: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2026

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____

GRANT AGREEMENT

BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF HUMAN SERVICES
AND
CITY OF JOLIET

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and CITY OF JOLIET (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
Exhibit F	Payment

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

DEPARTMENT OF HUMAN SERVICES

CITY OF JOLIET

By: _____

Signature of Dulce Quintero, Secretary

Date: _____

Designee Name: _____

Designee Title: Contract Obligations Analyst

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: _____

Printed Title: _____

E-mail: jcarey@joliet.gov

FEIN: 366088568

By: _____

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. 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 Ill. Admin. Code 7000.30.

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

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

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

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

"Period of Performance" has the same meaning as in 44 Ill. 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" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 shall be effective on Jul 1, 2026 and expires on Jun 30, 2027 (the TERM), unless terminated pursuant to this Agreement.

2.2 **Amount of Agreement.** Grant Funds (check one) ☐ must not exceed or ☒ are estimated to be \$18,647.00, 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**):

Refer to "Exhibit F - Payment" for your organization's payment terms for this award

2.4 **Identification Numbers.** If applicable, the Federal Award Identification Number (FAIN) is See ExhibitA, the Federal awarding agency is See ExhibitA, and the Federal Award date is See ExhibitA. If applicable, the Assistance Listing Program Title is See ExhibitA and Assistance Listing Number is See ExhibitA. The Catalog of State Financial Assistance (CSFA) Number is See ExhibitA and CSFA Name is See ExhibitA. If applicable, the State Award Identification Number (SAIN) is Not Applicable.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. **Registration Certification.** Grantee certifies that: (i) it is registered with SAM and UKXHU6SJXLR9 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: 36-6088568 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 |
| ☐ Sole Proprietorship | ☐ Pharmacy/Funeral Home/Cemetery Corp. |
| ☐ Partnership | ☐ Tax Exempt |
| ☐ Corporation (includes Not For Profit) | ☐ Limited Liability Company (select |
| ☐ Medical Corporation | applicable tax classification) |
| ☒ Governmental Unit | ☐ P = partnership |
| ☐ Estate or Trust | ☐ 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**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 Ill. 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 Government-wide 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 up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *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)(9) 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(g)(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 adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also 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, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, 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 reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 at least \$1,000,000 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 at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. 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 \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 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 \$750,000 in State-issued Awards, but expends at least \$500,000 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 at least \$1,000,000 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 \$1,000,000 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)(3).

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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

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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 officer or 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 200.317-200.327 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A
PROJECT DESCRIPTION

FEDERAL PROGRAM NAME: STATE PROGRAM NAME: TOBACCO ENFORCEMENT PROGRAM
PURPOSE OF GRANT

ACCOUNT_LINE(s) SUMMARY:

Acct.Line#: 1
CSFA Number: 444-42-3938
Appropriation FY: 2027
Appropriation Code: 0733.44442.4900.000000NE
WBS Element: 444DSUPR27-TEPPPC22-SA11
Sponed. Prog: TEPP
Appropriation Amount: \$18,647.00
These funds are Used/Reported by the Provider as Federal Funds: No
Use by DHS as Maintenance of Effort (MOE): No
Use by DHS as Matching Funds: No
Assistance Listing Program Number: N/A
Assistance Listing Program Title: N/A
FAIN Number: N/A - FAIN Award Agency: N/A
FAIN Award Date: N/A

The following information defines the scope of service for the Tobacco Enforcement Program (TEP) for compliance monitoring of tobacco retail establishments across Illinois to assure that Tobacco products are not sold to individuals under 21 as defined by state or local law. The TEP establishes a program of local compliance monitoring to be implemented by municipalities across Illinois. Applicants are to conduct three compliance checks by contracting with individuals under 21 who will attempt to purchase tobacco products through three supervised visits at tobacco retailers where individuals under 21 can legally enter. Tobacco retailers included in the unannounced compliance checks are to be provided with information on what constitutes illegal sales to individuals under 21 provided by the state. Three rounds of unannounced compliance checks during a specific period of all retailers by supervised minors of tobacco retailers within a municipality will complete the requirements of this program.

"Tobacco product" means any product containing or made from tobacco that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff, snus, and any other smokeless tobacco product which contains tobacco that is finely cut, ground, powdered, or leaf and intended to be placed in the oral cavity. "Tobacco product" includes any component, part, or accessory of a tobacco product, whether or not sold separately.

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment

EXHIBIT A
PROJECT DESCRIPTION

of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 U.S.C. 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase, or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT B
DELIVERABLES

1. Reporting Requirements:

- A. Time Period for Required Periodic Financial Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit financial reports to Grantor pursuant to Paragraph 10.1 using Grantor monthly expenditure payment voucher form submitted no later than 15 days after the month ends.
- B. Time Period for Close-out Reports. Grantee shall submit a Close-out Report pursuant to Paragraph 10.2 using Grantor form no later than 30 days after this Agreement's end of the period of performance or termination.
- C. Time Period for Required Periodic Performance Reports. Unless a different reporting requirement is specified in Exhibit E, grantee shall submit Performance Reports to Grantor pursuant to Paragraph 11.1 and such reports must be submitted no later than 30 days after the end of each quarter during the grant year.
- D. Time Period for Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, pursuant to Paragraph 11.2 using Grantor form or format no later than 30 days after this Agreement's end of the period of performance or termination.

2. Assure that law enforcement personnel implementing the program are trained through an Illinois Law Enforcement Training and Standards Board (ILETSB) state certified class (to be offered by IDHS DBHR vendor) or have received prior approved training within the last five years. Documentation of prior training may be requested at any point during the contract year or if audited.

3. Hire and train local 16-year-old through 20 year-old youth, based upon tobacco ordinance, in tobacco retailer compliance visit processes that assures safety first. Submit proof of age and the completed Minor Participation Packet for each minor to IDHS DBHR by June 30, 2027 or when requested after Compliance Checks.

4. Submit completed Provider Performance Reports according to form instructions to IDHS DBHR each quarter by the 30th of the following month.

5. Provide tobacco retailers within municipality 2027 educational materials provided by IDHS DBHR regarding sales to minors. Submit grantee signed Tobacco Retailer Education Log to DHS October 31, 2026, and invoice for the total number of tobacco retailers educated to IDHS DBHR by November 10, 2026. See Exhibit C for payment terms.

6. Conduct a round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by December 21, 2026. Respond to violations according to applicable state laws/regulations and local regulations.

7. Complete the Tobacco Enforcement Program Summary Report on first round of compliance

EXHIBIT B
DELIVERABLES

checks. Submit form to IDHS DBHR by January 10, 2027.

8. Conduct a second round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by March 31, 2027. Respond to violations according to applicable state laws/regulations and local regulations.

9. Complete the Tobacco Enforcement Program Summary Report on the second round of compliance checks. Submit form to IDHS DBHR by April 10, 2027.

10. Conduct a third round of tobacco compliance checks of all tobacco retailers within municipality according to applicable state laws and regulations by June 12, 2027, Respond to violations according to applicable state laws/regulations and local regulations.

11. Complete the Tobacco Enforcement Program Summary Report on third round of compliance checks and submit invoice for the total number of tobacco retailers that received three rounds of compliance checks to IDHS DBHR by June 20th, 2027.

12. The grantees may have additional time granted for activities if needed to obtain additional underage agents, change in grantee status including but not limited to, promotions, retirement, lack of staff etc; this exception is only effective until the end of the current fiscal year end contract".

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

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: CHEMETHA BAKER
 Title: _____
 Address: 401 S Clinton St
Chicago, IL 60607-3800

 E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Kevin Sing
 Title: DIRECTOR OF FINANCE
 Address: 150 W Jefferson St
Joliet, IL 60432-4148

 E-mail Address: jcarey@joliet.gov

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: _____

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: CHEMETHA BAKER
 Title: _____
 Address: 401 S Clinton St
Chicago, IL 60607-3800

 Phone: 312-814-2311
 TTY #: _____
 E-mail Address: chemetha.baker@illinois.gov

GRANTEE CONTACT

Name: Kevin Sing
 Title: DIRECTOR OF FINANCE
 Address: 150 W Jefferson St
Joliet, IL 60432-4148

 Phone: 815-724-3217
 TTY #: _____
 E-mail Address: jcarey@joliet.gov

EXHIBIT D
PERFORMANCE MEASURES

- 1.All quarterly Provider Performance Reports are submitted as indicated.
- 2.All tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log submittal to DHS October 31, 2026, and invoice submitted by November 10, 2026. See Exhibit B #3, and #4.
- 3.First round of tobacco compliance checks completed by December 21, 2026.
- 4.First round Tobacco Enforcement Program Summary Report submitted by January 10, 2027.
- 5.Second round of tobacco compliance checks completed by March 31, 2027.
- 6.Second round Tobacco Enforcement Program Summary Report submitted by April 10, 2027.
- 7.Third round of tobacco compliance checks completed by June 12, 2027.
- 8.Third round Tobacco Enforcement Program Summary Report and invoice submitted by June 20th, 2027.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT D
PERFORMANCE STANDARDS

1.100% of quarterly Provider Performance Reports are submitted as indicated.

2.100% of tobacco retailers within municipality are provided with educational materials pertaining to sales to minors and Tobacco Retailer Education Log and invoice submitted by November 10, 2026. See Exhibit B #3, and #4.

3.At least 90% of first round tobacco compliance checks are completed by January 09, 2027.

4.100% first round Tobacco Enforcement Program Summary Report received by January 10, 2027.

5.At least 90% of second round tobacco compliance checks completed by March 30, 2027.

6.100% second round Tobacco Enforcement Program Summary Report and invoice received by April 10, 2027.

7.At least 90% of third round tobacco compliance checks completed by June 12,2027.

8.100% third round Tobacco Enforcement Program Summary Report and invoice received by June 20, 2027.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT E
SPECIFIC CONDITIONS

N/A

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

EXHIBIT F

PAYMENT

Grant Budget previously funded by Fixed Rates will now use the Uniform Grant Budget and enter the Services and Rates under the Grant Exclusive Line Items. The Personnel, Fringe, Occupancy, and other expenditure lines are to be left blank.

Uniform Grant Budget payments will be processed upon receipt of invoice using the Expenditure Payment Voucher (EPV) provided it is completed correctly without having to be returned. The payment method for this award is post services provision Uniform Grant Budget payments based upon accepted Tobacco Retailer Education Log, Tobacco Enforcement Program Summary Reports, and EPVs.

Rates to be utilized:

Invoice calculations will employ the posted rates for the services. Provider will deliver services in accordance to Exhibit B.

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive
		(# of Retailors)		Line-Item	Cost
Retailor Education1	Rate	\$55.00	1		\$55.00
Compliance Check 11	Rate	\$36.00	1		\$36.00
Compliance Check 21	Rate	\$36.00	1		\$36.00
Compliance Check 31	Rate	\$36.0	1		\$36.00
Record Maintenance1	Rate	10%	1		\$16.30
State Total		\$180.00			

Amount Requested from the State must be a whole number (no pennies). State total in example reflects rounding up.

Financial Reporting Requirements

A. Submission Periodic Financial Reports (PFR):

The Providers will submit reporting to the Division of Division of Behavioral Health (DBH) on a quarterly basis, utilizing the Periodic Financial Report (GOMBGATU-4002). Quarterly reports will be submitted no later than 15 days after end of each report period. 1st Quarter Reports are due No Later Than (NLT) October 15th, 2nd Quarter Reports are due NLT January 15th, 3rd Quarter Reports are due NLT April 15th, 4th Quarter Reports are due NLT July 15th. These reports are to be email to your grant manager and DHS.DBHR.SUDVouchers@illinois.gov with the subject line stating: PFR, the Reporting Quarter, and Provider Organization Name. All PFRs should be returned in the Excel format, with electronic signature.

For Expenditure based grants:

B. The Monthly Grant Invoice (IL444-5257) is required for submitting financial information. The Monthly Grant Invoice report will be submitted no later than 15 days following the month of expense. The July Monthly Grant Invoice Report are due No Later Than (NLT) August 15th, August Monthly Grant Invoice Report is due NLT September 15th, September Monthly Grant Invoice Report is due NLT October 15th, and so on. The Monthly Grant Invoices are to be email to your grant manager and DHS.DBHR.SUDVouchers@illinois.gov

EXHIBIT F
PAYMENT

with the subject line stating: Monthly Grant Invoice, the Reporting Month, and Provider Organization Name.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Provider will submit a program narrative by September 30th (or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

Or

For Fixed rate Grants:

B. Submission for Reporting Expenditures:

DARTS Mobius reports and year to date DARTS reporting are both generated monthly by IDHS. Providers must submit all billing into the DARTS system no later than the 2nd Monday of the month by 5:00 pm CST, following the month of service. (For year-end billing, it must be entered no later than the first Monday of August by 5:00 pm CST) SUPR will employ the monthly DARTS processing reports for processing payments monthly. As a Fixed Rate award all payments processed for this contract are based upon DARTS accepted year to date services reporting related to services provided by the vendor. Payments will be made based upon year-to-date earnings, and if applicable IDHS available federal Substance Abuse Prevention and Treatment block grant needed to process the payment.

C. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

D. Provider will submit a program narrative by September 30th (or as designated by the program staff) that clearly identifies program goals, targets or planned work outputs, method of accomplishment, a timeline for completion, anticipated subcontracting activity, and desired results; program narrative must align with the budget narrative submitted in CSA.

Failure to comply with these reporting requirements could result in the Department placing you on the stop pay list, withholding of funds, termination of the grant agreement and subject to the Grant Funds Recovery Act.

----- END OF PROGRAM: TOBACCO ENFORCEMENT PROGRAM -----

PART TWO –GRANTOR-SPECIFIC TERMS

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

ARTICLE XXIII ADDITIONAL CERTIFICATIONS

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

(a) **Adult Protective Services Act.** Grantee certifies that it is in compliance with the Adult Protective Services Act to protect people with disabilities who are abused, neglected or financially exploited and who, because of their disability, cannot seek assistance on their own behalf. Anyone who believes a person with a disability living in a domestic setting is being abused, neglected or financially exploited must file a complaint with the Illinois Department on Aging. Grantee has an obligation to report suspected fraud or irregularities committed by individuals or other entities with whom it interacts on Grantor's behalf and should make a report to the appropriate program office (320 ILCS 20/1 *et seq.*).

(b) **Grant Award Requirements.** Grantee certifies that it is in compliance with 45 CFR Part 93 and 45 CFR Part 94.

(c) **Business Entity Registration.** Grantee certifies that it is not required to register as a business entity with the State Board of Elections pursuant to the Procurement Code (30 ILCS 500/20-160 and 30 ILCS 500/50-37). Further, Grantee acknowledges that all contracts between State agencies and a business entity that do not comply with this Paragraph shall be voidable under Section 50-60 of the Procurement Code (30 ILCS 500/50-60).

ARTICLE XXIV ADDITIONAL TERMS

24.1 **Renewal.** This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties. Grantee acknowledges that this Agreement does not create any expectation of renewal.

24.2 **Multiple Locations.** In the event that Grantee has more than one location, Grantee shall include in **EXHIBIT C** either (1) the address, phone number and hours of operation of each location, or (2) the address, phone number and hours of operation of Grantee's primary location.

24.3 **Changes in Key Grant Personnel.** When it is specifically required as a condition of an Award, the replacement of the Program director or a key person or a substantial reduction in the level of their effort, e.g., their unanticipated absence for more than three (3) months, or a twenty-five percent (25%) reduction in the time devoted to the Award purposes, requires Prior Approval from Grantor. When it is specifically required as a condition of an Award, Prior Approval will be required for the replacement or the substantial reduction in the level of effort of other personnel whose work is deemed by Grantor to be critical to the Award's successful completion. All requests for approval of changes in key Grant personnel shall be signed by Grantee's authorized representative and submitted to the appropriate Grantor program personnel. Evidence of the qualifications for replacement personnel (such as a résumé) shall be included. 2 CFR 200.308.

24.4 Grant Funds Recovery. The provisions of 89 Ill. Admin. Code 511 shall apply to any funds awarded that are subject to the Illinois Grant Funds Recovery Act.

24.5 Employee and Subcontractor Background Checks. Grantee certifies that neither Grantee, nor any employee or subcontractor who works on Grantor's premises, has a felony conviction. Any request for an exception to this rule must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction. Grantee will also supply Grantor with a list of individuals assigned to work on DHS' premises at least ten (10) working days prior to the start of their employment, unless circumstances prevent Grantee from giving a list within that time. If Grantee cannot provide a list, or the name of an individual, at least ten (10) working days prior to his/her employment, it shall do so as soon as possible. Grantor may conduct, at its expense, criminal background checks on Grantee's employees and subcontractors assigned to work on Grantor's premises. To the extent permitted by Illinois law, Grantee agrees to indemnify and hold harmless Grantor and its employees for any liability accruing from said background checks.

24.6 Gifts. In addition to the Gift ban described in Paragraph 22.1, Grantee will provide Grantor with advance notice of Grantee's provision of gifts, excluding charitable donations, given as incentives to community-based organizations in Illinois and clients in Illinois to assist Grantee in carrying out its responsibilities under this Agreement.

24.7 Current Contact Information and Notices. Grantee shall update its contact information, including email address, phone number and job title, in the Community Services Agreement (CSA) Tracking System under the My Info tab, when any such information changes. In addition, Grantee shall contact the DHS Office of Contract Administration when its mailing address changes to update that information. Grantee acknowledges and agrees that any notices from Grantor may be made to its mailing address, electronic mail (email) address, or facsimile (fax) telephone number, at Grantor's choosing. Such notice shall be effective upon dispatch.

24.8 Supplies Disposition. Grantee must obtain disposition instructions from Grantor when supplies, purchased in whole or in part with Grant Funds, are no longer needed for their intended purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any supplies to Grantor or a third party for any reason, including, without limitation, an Award is terminated or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the supplies according to applicable best practices, manufacturer's guidelines, federal and State laws or rules, including without limitation those contained at 2 CFR 200.310 to 2 CFR 200.326, and Department requirements stated herein. All obligations regarding use and ownership of supplies, purchased in whole or in part with Grant Funds, shall survive the termination of this Agreement.

24.9 Reporting Requirements. The reporting timeframes described in Paragraphs 10.1, 10.2, 11.1 and 11.2 are specified in **EXHIBIT B**. In addition, Grantee acknowledges it must cooperate with all Grantor-initiated post Close-out audits or reviews, including, but not limited to, submission of any Grantor-required forms.

24.10 Payment Information. Payment information described in PART ONE is specified in EXHIBIT F.

ARTICLE XXV MONITORING AND INFORMATION

25.1 Monitoring of Conduct. In addition to ARTICLE IX of **PART ONE**, Grantor shall monitor Grantee's conduct under this Agreement which may include, but shall not be limited to, reviewing records of performance in accordance with administrative rules, license status review, fiscal and audit review, Agreement compliance and

compliance with the affirmative action requirements of this Agreement. Grantor shall have the authority to conduct announced and unannounced monitoring visits and Grantee shall cooperate with Grantor in connection with all such monitoring visits. Failure of Grantee to cooperate with Grantor in connection with announced and unannounced monitoring visits is grounds for Grantor's termination of this Agreement.

25.2 Requests for Information. Grantor may request, and Grantee shall supply, upon request, necessary information and documentation regarding transactions constituting contractual (whether a written contract exists or not) or other relationships, paid for with funds received hereunder. Documentation may include, but is not limited to, information regarding Grantee's contractual agreements, identity of employees, shareholders and directors of Grantee and any party providing services which will or may be paid for with funds received hereunder, including, but not limited to, management and consulting services rendered to Grantee.

25.3 Rights of Review. This O does not give Grantor the right to review a license that is not directly related to the Award being audited nor does it allow Grantor to unilaterally revoke a license without complying with all due process rights to which Grantee is entitled under Federal, State or local law or applicable rules promulgated by Grantor.

ARTICLE XXVI WORK PRODUCT

26.1 Assignment of Work Product. "Work Product" means all the tangible materials, regardless of format, delivered by Provider to DHS under this Agreement. Grantee assigns to Grantor all right, title and interest in and to Work Product. However, nothing in this Agreement shall be interpreted to grant Grantor any right, title or interest in Grantee's intellectual property that has been or will later be developed outside this Award.

26.2 License to Grantor. To the extent Grantee-owned works are incorporated into Work Product, Grantee grants to Grantor a perpetual, non-exclusive, paid-up, world-wide license in the use, reproduction, publication and distribution of such Grantee-owned works when included within the Work Product. Grantee shall not copyright Work Product without Grantor's prior written consent.

26.3 License to Grantee; Objections. Grantor grants to Grantee a perpetual, non-exclusive, paid-up license to publish academic and scholarly articles based upon the services rendered under this Agreement. All materials to be published shall first be submitted to Grantor at least forty-five (45) days prior to publication or other disclosure. Upon written objection from Grantor, Grantee shall excise any confidential information, as that term is defined in applicable State and Federal statutes, federal regulations and Grantor administrative rules, from materials before publication. Grantor may also object to the publication on grounds other than confidentiality. As to the latter objections, Grantee and Grantor will attempt to resolve Grantor's concerns within the forty-five (45) day review period, or as otherwise agreed between the Parties. Grantor waives any objections not made to Grantee in writing before expiration of the review period.

26.4 Unresolved Objections; Disclaimer. If Grantor's objections on grounds other than confidentiality are not resolved within the review period or other such time as agreed by the Parties, then Grantee may publish the materials but shall include therein the following disclaimer: "Although the research or services underlying this article were funded in whole or in part by the [Grantor], the [Grantor] does not endorse or adopt the opinions or conclusions presented in the article." Notwithstanding the above, Grantor shall not have the right to control or censor the contents of Grantee publications.

ARTICLE XXVII

POST-TERMINATION/NON-RENEWAL

27.1 Duties. Upon notice by Grantor to Grantee of the termination of this Agreement or notice that Grantor will not renew, extend or exercise any options to extend the term of this Agreement, or that Grantor will not be contracting with Grantee beyond the term of this Agreement, Grantee shall, upon demand:

(a) Cooperate with Grantor in assuring the transition of recipients of services hereunder for whom Grantee will no longer be providing the same or similar services or who choose to receive services through another Grantee.

(b) To the extent permitted by law, provide copies of all records related to recipient services funded by Grantor under this Agreement.

(c) Grant reasonable access to Grantor to any and all Program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.

(d) Provide detailed accounting of all service recipients' funds held in trust by Grantee, as well as the identity of any recipients for whom Grantee is acting as a representative payee of last resort.

27.2 Survival. The promises and covenants of this Article shall survive the Term of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

**ARTICLE XXVIII
LINGUISTIC AND CULTURAL COMPETENCY GUIDELINES AND ASSURANCE**

28.1 Applicability. This Article does not apply to governmental bodies or institutions of higher education.

28.2 Plan Creation. For Grantees that do not have a Linguistic and Cultural Competency (LCC) Plan, the Grantee shall create its LCC Plan within one year following execution of this Agreement. The LCC Plan, including creation guidelines, is described on the Internet at <http://www.dhs.state.il.us/page.aspx?item=66602>.

28.3 Plan Implementation. For Grantees that have an LCC Plan, the Grantee certifies that it is updated annually to identify all goals met and to describe any efforts made toward meeting additional goals still in progress.

28.4 Plan Submission. Upon request, Grantee shall submit to the Grantor its LCC Plan, including any updates.

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:

**ARTICLE XXIX
ADDITIONAL REQUIREMENTS**

29.1 Program Manual. The related Program Manual, if applicable, can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

29.2 Program Attachment. The related Program Attachment, if applicable, is C . It can be found via the following DHS website: <http://www.dhs.state.il.us/page.aspx?item=29741> and is hereby incorporated into this Agreement.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Attachment C

Table of Contents

- I. Introduction
- II. Applicable Laws, Rules and Regulations
- III. Treatment and Support Services
- IV. Prevention Services
- V. Deliverables
- VI. Payment
- VII. Eligibility Criteria
- VIII. Reporting Requirements
- IX. Special Conditions

I. Introduction

This document is an attachment to the Illinois Department of Human Services Division of Behavioral Health and Recovery (IDHS-DBHR) Substance Use and Gambling Disorder Services Uniform Grant Agreement (UGA). This attachment identifies additional grant agreement/contract rules and requirements that are not specified in the UGA but that apply to all funded organizations.

II. Applicable Laws, Rules and Regulations

Compliance is required with all applicable laws, rules, and regulations, as well as guidelines of the state and federal government, including but not limited to:

A. Federal

Fee-for-Service (Medicaid) and Grant Funded

1. Program Fraud Civil Remedies Act (45 CFR, Part 79). Certification of compliance with the Program Fraud Civil Remedies Act.
2. Federal regulations regarding Diagnostic, Screening, Prevention, and Rehabilitation Services (Medicaid) (42 CFR 440.130).
3. Tuberculosis (TB) Services (45 CFR 96.121, 45 CFR 96.127).
4. Confidentiality of Substance Use Disorder Patient Records (42 CFR, Part 2).
5. Federal regulations regarding Opioid Maintenance Therapy (42CFR Part 8), (21 CFR1301-1307 (DEA)).
6. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Grant Funded Only

1. The Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUPTRS BG) Regulations (45 CFR, Part 96 Subpart L).
2. Charitable Choice: Religious organizations as defined under 42 CFR 54.2(b), shall comply with the Charitable Choice Regulations as set forth in 42 CFR 54.1 et seq. regarding funds provided directly to pay for substance use disorder prevention and treatment services under 42 U.S.C. 300x-21 et seq.; 42 U.S.C. 290aa, et seq.; and 42 U.S.C. 290cc-21 to 290cc-35.
 - a. Notice shall be given to each patient and potential patient of his/her right to receive alternative services from another organization, and the right to be referred to alternative services that reasonably meet the requirements of timeliness, capacity, accessibility and equivalency as set forth in [42 CFR 54.8](#) and [54a.8](#). It is recommended that the "model notice" set forth in Appendix A of 42 CFR 54a be used.
 - b. Referrals shall be made to alternative organizations as set forth in [42 CFR 54.8](#) and [54a.8](#) and can be made by calling 833-234-6343 or Text HELP to 833234 or visiting the www.helplineil.org to identify suitable alternative organizations.
 - c. A record of referrals made pursuant to these regulations shall be maintained and provided to IDHS-DBHR on an annual survey as requested.

- d. No patient or potential patient may be discriminated against based on religion, a religious belief, or a refusal to actively participate in a religious practice.
 - e. Funds shall not be used for inherently religious activities, such as worship, religious instruction, or proselytizing.
3. 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. State

Fee-for-Service (Medicaid) and All Grant Funded

1. The Illinois Substance Use Disorder Act (20 ILCS 301), (hereafter referred to as the "Act").
2. Title 77 Ill. Adm. Code, [Parts 2060](#) and 2090.
3. Title 44, Part 7000, Grant Accountability and Transparency Act.
4. Public Act 100-1058 Section 10, The Health Care Worker Self-Referral Act.
5. (410 ILCS 705/) Cannabis Regulation and Tax Act, when applicable.

C. Manuals

Fee-for-Service (Medicaid) and Grant Funded

- IDHS-DBHR DARTS Manual
- IDHS-DBHR Contractual Policy Manual
- IDHS-DBHR Gambling Services Manual

Fee-for-Service (Medicaid)

- Policy Manual for Participants Covered Under the Department of Healthcare and Family Services (DHFS) Medical Programs.

III. Treatment and Support Services

1. Services are more specifically described in the IDHS-DBHR Substance Use and Gambling Disorder Services Contractual Policy Manual.

2. All services can be funded via Grant, but Medicaid fee-for-service reimbursement is only allowed for services that are covered in the DHFS Medicaid State Plan or for waiver services included as pilots in the Better Care Illinois Behavioral Health Initiative. All services shall be delivered by licensed and/or certified organizations. Grant funds can only be used as payor of last resort for services that have not been denied by other payors due to medical necessity.

A. Treatment Services*

1. Level 0.5 (Early Intervention) as specified in Part 2060.405 (a).
2. Level 1 (Outpatient) as specified in Part 2060.410 (a).
3. Level 2.1 and 2.5 (Intensive Outpatient/Partial Hospitalization) as specified in Part 2060.410 (b).
4. Level 3.1 (Clinically Managed Low Intensity Residential) as specified in Part 2060.410 (d).
5. Level 3.5 (Clinically Managed Medium to High Intensity Residential Services) as specified in Part 2060.410 (f).
6. Level 3.7 (Medically Monitored Inpatient Withdrawal Management) as specified in Part 2060.410 (g).
7. Psychiatric Evaluation: An examination of a patient and exchange of information to determine whether the patient's condition is because of alcohol and/or other drugs or to a diagnosed psychiatric disorder.
8. Medication Monitoring: A medical review of a patient's use of psychotropic medications while in treatment that is conducted by the organization's psychiatrist or physician or physician extender.
9. Medication Assisted Recovery: The prescription of medications that are approved by the U.S. Food and Drug Administration for the treatment of a substance use disorder and that support recovery for individuals receiving services in a facility licensed by the Division. Medication assisted recovery includes but is not limited to opioid treatment services using Methadone.
10. Gambling Intervention and Gambling Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.

* The American Society of Addiction Medicine ([ASAM](#)) Levels of Care are established by the latest ASAM edition of the Patient Placement Criteria and implementation by IDHS-DBHR. As of July 1, 2025, grantees with treatment funds shall use the ASAM 4th edition criteria.

B. Support Service

1. Toxicology: Urine, blood or saliva analysis to determine the presence of alcohol and/or other drugs in patients who receive treatment or intervention services.
2. Case Management: A coordinated approach to the delivery of health and medical treatment, substance use disorder treatment, mental health treatment, and social services, linking patients with appropriate services to address specific needs and achieve stated goals.
3. Community Intervention: A service that occurs within the community rather than in a treatment setting. These services focus on the community and its residents and include crisis intervention, case finding to identify individuals in need of service including in-reach and outreach to targeted populations or individuals not admitted to treatment and peer recovery support (PRS) services. Outreach is the encouragement, engagement or re-engagement of at-risk individual(s) into treatment through community institutions such as churches, schools and medical facilities (as defined by the community) or through the IDHS-DBHR consultation. In-reach is the education of community institutions or state agencies and social services staff regarding the screening and referral of at-risk individuals to treatment programs for the purposes of a clinical assessment.
4. Recovery Home: Services as specified in Part 2060.540 and/or in the service requirements located in the Contractual Policy Manual.
5. Criminal Justice Services: Activities designed to serve individuals with substance use disorders currently under the jurisdiction of the Circuit Courts and Judicial Districts of the State of Illinois, County Probation Departments, local State's Attorney's Offices and County Sheriff's Departments. Services are designed to refer those individuals into treatment programs as an alternative to prosecution or incarceration and to clinically monitor and track their progress in treatment. Activities designed to also serve inmates involved with or who are parolees of Department of Corrections Correctional Center substance use disorder treatment

programs. These services are designed to intervene and address multiple problems, often chronic in nature, presented by the individual at the time of parole to the community and shall include referrals to licensed community-based substance use disorder treatment organizations for continuing treatment and/or recovery.

6. Medications: Limited reimbursement for the cost of substance use disorder medications.
7. Interpreter Services for the Deaf or Hearing Impaired: Interpreter services for treatment clients who are also deaf or hearing impaired.
8. Child Domiciliary: Beds for children who reside with a parent who is receiving residential care or who is residing in a recovery home.
9. Gambling Intervention and Treatment: A collaborative system of care designed for persons who are diagnosed with co-occurring substance use, gambling, and other disorders and/or gambling as a primary disorder.
10. Peer Recovery Support Services: non-clinical services that support individuals in their journey of recovery from substance use and/or mental health or other behavioral health challenges.
11. Special Project: The provision of special or unique projects. Descriptions are specified in a separate scope of services (Uniform Grant Agreement exhibit) that are incorporated into and, therefore, are a part of the IDHS UGA.
12. Vouchered Contract Deliverable: The provision through fixed rate or grant that cannot be billed electronically through DARTS.

C. Capacity for Treatment of Patients with Injecting Substance Use Disorders (45 CFR 96.126 and 96.131)

Organizations receiving SUPTRS BG funding that deliver treatment for patients with injecting substance use disorders and are licensed by DBHR to provide American Society of Addiction Medicine (ASAM) Level 3.5 Clinically-Managed Medium to High Intensity Residential and/or Opioid Treatment Program (OTP) services shall comply with 45 CFR [96.126](#) and [96.131](#) to report data in the Capacity Management (CapMan) system daily.

The organization's facilities shall:

1. Through CapMan, notify the Division immediately upon reaching 90% capacity to admit individuals.
2. Ensure an individual who requests and needs intravenous drug use treatment is admitted or referred and admitted to a treatment program no later than 14 days after making the request for admission; or 120 days after the admission request if no organization has the capacity to admit the individual on the date of request and if interim services are made available to the individual not later than 48 hours after the request.
3. Establish a waiting list that includes a unique patient identifier for each individual seeking treatment, including those receiving interim services, while awaiting admission to treatment, and develop a process for tracking an individual's progress to ensure they receive services.
4. Use evidence-based and scientifically sound outreach models or, if no such models are available that are applicable to the local situation, use an approach that reasonably can be expected to be an effective outreach method. All models require that outreach efforts include:
 - a. Selecting, training, and supervising outreach workers.
 - b. A strategy to contact high risk substance users, their associates and neighborhood residents that conforms to state and federal confidentiality requirements including [42 CFR, Part 2](#).
 - c. Promoting awareness among injecting drug users about the relationship between injecting drug use and communicable diseases such as HIV.
 - d. Recommend steps that can be taken to ensure HIV transmission does not occur.
 - e. Encouraging entry into treatment.

ASAM Level 3.5 Clinically Managed Medium to High Intensity Residential and OTP facilities shall give preference to treatment as follows:

1. Pregnant women who inject drugs
2. Pregnant women with a substance use disorder
3. Individuals who inject drugs
4. All others

Confirmation of the direct delivery of services or the coordination of services through a referral shall be documented.

D. Interim Services (45 CFR 96.121)

Organizations receiving SUPTRS BG funding shall comply with the interim service requirements per [45 CFR 96.121](#).

All individuals who inject drugs that request treatment and cannot be placed in an IDHS-DBHR licensed treatment program within 14 days shall have interim services made available to them.

Interim Services or Interim Substance Use Disorder Services means services that are provided until an individual is admitted to a substance use disorder treatment program. The purposes of the services are to reduce adverse health effects, promote the health of the individual, and reduce the risk of transmission of disease. At a minimum, interim services include counseling and education about HIV and tuberculosis (TB), risks of needle-sharing, risks of HIV and TB transmission to sexual partners and infants, and steps that can be taken to ensure HIV and TB transmission does not occur, as well as referral for HIV or TB treatment services if necessary. For pregnant women, interim services also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

E. Tuberculosis (TB) Services (45 CFR 96.121, 45 CFR 96.127)

Organizations receiving SUPTRS BG funding to provide treatment services shall comply with the TB requirements per [45 CFR 96.121](#) and [45 CFR 96.127](#). At a minimum:

- Conduct TB screening to determine risk of infection with mycobacterium tuberculosis and provide a referral for appropriate medical evaluation and treatment.
- Through partnerships with other public or nonprofit organizations, TB services will be routinely available to all individuals receiving treatment for a substance use disorder. If a person in need of TB treatment is denied admission due to the organization's lack of capacity, the organization will refer that individual to another provider of TB services.

- Report TB services correctly through DARTS and ensure that all TB education is properly documented in the client/patient record to demonstrate compliance with this SUPTRS BG funding requirements.
- Comply with Section [2060.310](#) Facility Requirements (g) to ensure compliance with: the U.S. Department of Labor Rule for Occupational Exposure to Bloodborne Pathogens, 29 CFR 1910.1030 (January 18, 2001) and annual training requirements for healthcare workers; and the Centers for Disease Control (CDC) and Prevention, "Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health-Care Settings, 2005; MMWR 2005; 54 (No. RR-17), December 30, 2005".
- Additional guidance is provided in the Contractual Policy Manual.

F. Service Requirements for Pregnant Women and Women with Dependent Children (45 CFR 96.124 and 45 CFR 96.131)

Organizations receiving SUPTRS BG funding shall comply with the pregnant women and women with dependent children service requirements per [45 CFR 96.124](#) and [45 CFR 96.131](#).

Families shall be treated as a unit and therefore organizations shall admit both women and their children into treatment, if appropriate, including women attempting to regain custody of their children. The organization shall also make available, either directly or through linkage agreements with other public or nonprofit entities, the provision or arrangement for the following services:

1. Primary medical care for women, including referral for prenatal care and the provision of childcare while such women are receiving these services;
2. Primary pediatric care, including immunization, for children;
3. Gender specific treatment and therapeutic interventions for the women which may address relationship issues, sexual and physical abuse, parenting skills and the provision of childcare while such women are receiving these services;
4. Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse and neglect; and

5. Sufficient case management and transportation to ensure women and their children have access to these services.

Confirmation of the direct delivery of services or through referral will be documented in patient record. Pregnant women who seek or are referred and who would benefit from such services shall be given preference in admission to treatment. The organization shall publicize the availability of treatment services to this population and that priority is given for admission. If unable to admit a pregnant woman because of insufficient capacity or because the organization does not deliver the necessary services, referral to another organization shall be made and documented within 48 hours of the request. The organization shall also notify DBHR regarding such persons for whom it lacks the capacity to admit. This notification shall be made using the CapMan system which will enable the Division to identify an organization with the capacity to provide the necessary treatment.

G. Annual SUPTRS BG Compliance Survey [formerly the Annual Certification Plan (ACP) Survey]

SUPTRS BG funded organizations shall complete the Annual SUPTRS BG Compliance survey [formerly the Annual Certification Plan Survey] in a prescribed format. Additional information can be found in the Contractual Policy Manual.

H. Independent Peer Review

An independent peer review, coordinated through IDHS-DBHR will be conducted annually on selected SUPTRS BG funded organizations to assess the quality, appropriateness, and efficacy of treatment services delivered in accordance with 77 Ill. Adm. Code 2060 and the requirements of [45 CFR, Part 96.136](#).

IV. Prevention Services

Services are driven by deliverables specified in Uniform Grant Agreement exhibits specific to the type of prevention program. The types of prevention programs are specified in the Contractual Policy Manual. The Drug Overdose Prevention Program is

part of the Office of Prevention and Health Promotion and activities are specified in the Substance Use Disorder Act ([20 ILCS 301/5-23](#)).

V. Deliverables

Fee-for-Service (Medicaid) and Grant Funded

A. Contractual Policy Manual and Specific Exhibits

The terms and conditions and deliverables set forth in the IDHS-DBHR Contractual Policy Manual and in all applicable Exhibits and/or service requirements located in the manual shall be in addition to those contained in this principal Attachment and in the Uniform Grant Agreement. They are incorporated herein by reference.

B. Conflict Between Attachment C, Exhibits and Service Requirements

In the event of a conflict between Attachment C and an Exhibit or Service Requirement, the terms of the latter shall supersede and govern.

Grant Funded Only

C. Continuity of Services

The funds obligated under this award are for the entire twelve-month period of the state fiscal year referenced herein unless a specific start date is indicated due to funding restrictions. Therefore, the organization shall ensure that all services funded by this award are available for the entire twelve-month period of the fiscal year irrespective of when full disbursement of the award occurs. IDHS-DBHR Grant-funded programs should prioritize the development of comprehensive plans to guarantee the lasting sustainability of the critical services they provide to individuals and communities.

VI. Payment

A. Funding Methodology

Grantees will receive payment by one of the three payment methodologies (Advance Payment, Reimbursement or Working Capital Advance). Grantees will automatically be paid via Reimbursement Method unless a request for Advance Payment Method or Working Capital Advance Method is made using the IDHS Advance Payment Request Cash Budget Template. However, fixed rate grants are only eligible to use Reimbursement method.

I. Advance Payment Method (Advance and Reconcile)

1. Since IDHS is subject to the Grant Accountability and Transparency Act ([GATA](#)), IDHS is required by 44 Ill. Admin. Code 7000.120 to remit Award payments via advance payment when Awardees meet the requirements set forth in 2 CFR 200.302 (Financial Management), 44 Ill. Admin. Code 7000.120(b)(i)(A)(i and ii) (Advance Payments), and other requirements as described in this Directive.
2. Awardees may request advance payment for each Award issued by IDHS. Requests shall be submitted to the respective Award Program Manager by the method prescribed in the Grant program Notice of Funding Opportunity (NOFO) or the Catalog of State Financial Assistance (CSFA) - Program Listing. A separate request shall be submitted for each IDHS Grant program application. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
3. Requests for advance payment shall be accompanied by an IDHS Advance Payment Request Cash Budget Template (Cash Budget) for each Award. Cash Budgets shall be signed by either the Chief Executive Officer (or equivalent) or Chief Financial Officer (or equivalent) for the entity. The executive's signature certifies that their entity complies with the requirements set forth in 2 CFR 200.302 (Financial Management) and 44 Ill. Admin. Code 7000.120(b)(i)(A) (Advance Payments). The Cash Budget shall demonstrate the estimated monthly cash requirements for each month of program Award operation. Advance payments shall be limited to the minimum amounts needed and be timed to be

in accordance with the actual, immediate cash requirements of the Awardee in carrying out the purpose of the approved program or project. The timing and amount of advance payments shall be as close as is administratively feasible to the actual disbursements by the Awardee for direct program or project costs and the proportionate share of any allowable indirect costs. Additionally, the Awardee entity shall make timely payments to sub-recipients and contractors.

4. Upon program approval for advance payment, an initial payment will be processed in an amount equal to the first two months' cash requirements as reflected in the Advance Payment Requirements Forecast (Cash Budget) Form submitted with the Grantee's application. The initial payment will be processed upon execution of the grantee's Uniform Grant Agreement.
5. Grantees shall submit monthly invoices in the format and method prescribed in the Grantee's executed Uniform Grant Agreement. The first invoice is due within 15 days after the first month of the Award's term. Invoices shall include only allowable incurred costs that have been paid by the Grantee. For programs that have Grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
6. Subsequent monthly payments will be based on each monthly invoice submitted by Grantee to Grantor, and will be adjusted up or down, based on a comparison of actual cumulative expenditures to cumulative advance payments, to date.
7. Grantees that do not expend all advance payment amounts by the end of the Award term or that are unable to demonstrate that all incurred costs were necessary, reasonable, allowable, or allocable as approved in their respective budget, shall return the funds within 45 days.
8. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
9. Failure to abide by advance payment governance requirements may result in grantee losing their right to advance payments.

II. Reimbursement Method

1. Grant Fixed Rate: means payments for non-Medicaid services based on a rate, unit cost or allowable costs incurred, that are based on a statement, bill or DARTS submission as required by IDHS. Fixed Rate payments are subject to all federal administrative regulations and requirements including, but not limited to, OMB Circular A-102, OMB Circular A-100, OMB Circular A-133, and are subject to all

applicable cost principles, including OMB Circular A-21, OMB Circular A-87 and OMB Circular A-122. A Fixed Rate agreement, in common terminology, is a non-Medicaid fee-for-service agreement. Fixed Rate grants will be paid on a Reimbursement basis.

2. IDHS will disburse payments to Grantee based on actual allowable costs incurred as reported in the monthly financial invoice submitted for the respective month, as described below.
3. Grantees shall submit monthly invoices in a format prescribed by Grantor. Invoices shall include all allowable incurred costs for the first and each subsequent month of operations until the end of the Award term. Invoices shall be submitted on or before the 15th calendar day following the end of each monthly invoice period. As practicable, Grantor shall process payment within 30 calendar days after receipt of the invoice, unless the State awarding agency reasonably believes the request to be improper.
4. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.

III. Working Capital Advance Method

1. IDHS Grant Program Managers will advance working capital payments to the grantee to cover their estimated disbursement needs for an initial period not to exceed two months of grant expenses. Startup costs may be approved if determined by IDHS Grant Program Managers to be allowable.
2. Grantees shall submit monthly invoices for each of the one or two months covered by the Working Capital Advance in the format and method prescribed by the Grantor. The first invoice is due 15 calendar days after the first month of the Award term. Invoices shall include only allowable incurred costs that have been paid by the grantee. For grant programs that have grantee matching requirements, allowable costs are only reimbursable when matching costs have also been incurred.
3. Grantees may be required to submit supporting documentation for their requests at the request of and in a manner prescribed by the Grantor.
4. Working Capital Advance Payments are limited to a single occurrence per grant term.
5. Following the initial working capital advance payment, grantees will be paid via advance or reimbursement method as appropriate.

B. Payments Processed by Division

All Payments are subject to post-payment audit and recovery procedure as set forth in IX, F. of this attachment.

C. Grantee Compliance Enforcement System: Illinois Stop Payment List

The Grant Accountability and Transparency Act (GATA) established a Grantee Compliance Enforcement System that outlines a statewide framework for State agencies to manage occurrences of noncompliance with grant requirements. See 44 ILCS 7000.80 For example, organizations that do not submit monthly invoices or quarterly periodic performance reports as per deliverable requirements in their UGA can be referred to IDHS for placement on the IDHS stop-pay list. Possible non-compliance repercussions include referral to the State stop pay system which impacts all agencies' payments.

D. Final Billing Submission Date

The final submission date for billing all non-Medicaid funded services is close of business of the first Monday of August. Notification is provided twice a year in writing of the actual final submission date. It is the responsibility of each organization to ensure that all fiscal year billings are submitted for DARTS or manual processing by this date. As a reminder, it is critically important that DARTS or manual billing errors be resolved when they occur as delays in billing reconciliation from the organization that result in non-accepted or late submissions will not be eligible for payment through the Court of Claims. Examples of such delays that are the responsibility of the organization are:

1. Submission of claims past the August date.
2. Non-reconciliation of software reporting problems resulting in inability to submit bills by the August date.
3. Non-reconciliation of DARTS or manual billing errors by the August date.
4. Non-submission of manual payment vouchers by the August date.

To assist with compliance to year-end submissions, it is strongly recommended that June DARTS or manual earnings/expenditures, as well as any other prior month's

earnings/ expenditures, be submitted as early as possible in July to allow time for correction of errors. Adherence to this submission deadline is a factor that is evaluated during each state fiscal year contracting process.

VII. Eligibility Criteria

A. Patient Eligibility

All individuals who receive services funded by the Division shall:

1. Meet the income eligibility requirements specified in the Contractual Policy Manual and/or;
2. Meet any stated eligibility conditions in an Exhibit referenced in the Attachment C cover page, the Contractual Policy Manual, and Exhibit 1 for the applicable fiscal year award and/or;
3. Have a valid Illinois medical card for Medicaid reimbursement.

B. Client/Patient/Resident Rights

That access to services shall not be denied on the basis of, including but not limited to, race, color, sex religion, national origin, ancestry, age (40 and over), order of protection status, marital status, sexual orientation (including gender-related identity), HIV status, physical or mental disability, unfavorable discharge from military service, pregnancy, citizenship status, employment status, familial status, or arrest record;

C. Service Priorities

In its admission of patients for services as described in this Agreement, the organization shall, and certifies that it does, give priority to the following patients (unless such priority would violate state or federal law). Priorities 1, 2, and 3 shall be addressed in rank order.

1. Pregnant women with injecting drug use.
2. Pregnant women with a substance use disorder.
3. Individuals with injecting drug use.
4. Post-partum women, women with young children and justice-involved women.

5. DCFS referred persons, TANF, DOC releasees and those with service in the U.S. Armed Forces.

D. Temporary Assistance for Needy Families Referrals

The Temporary Assistance for Needy Families ([TANF](#)) program provides temporary financial assistance for pregnant women and families with one or more dependent children. TANF provides financial assistance to help pay for food, shelter, utilities, and expenses other than medical. Any TANF individuals referred from an IDHS office shall be given priority status for placement as specified herein. Such individuals shall receive an assessment within 48 hours and every attempt should be made for an immediate placement in treatment. The organization shall comply with all paperwork requirements associated with the referral, placement, progress, and sanctioning of such individuals (i.e., referral acceptance form, progress report form).

E. Service Members, Veterans, and Their Families (SMVF)

The organization shall:

1. Develop policies and procedures regarding the provision of substance use disorder services to SMVF.
2. Develop a list of referral resources to assist SMVF address issues related to Post Traumatic Stress Disorder, suicide prevention, employment, education, housing, and the process of applying for state and federal veteran's benefits.
3. Ensure that the following inquiry is made when conducting any initial screening or evaluation. "Have you or a loved one ever served in the U.S. Armed Forces?"
4. Ensure SMVF have access to culturally appropriate services, through development of a training plan to improve staff awareness of SMVF issues and increase staff understanding of military culture. Training resources can include the [Illinois Joining Forces](#) network, the [Illinois Department of Veterans Affairs](#) , [U.S. Department of Veterans Affairs](#) , and the [VA's Community Providers](#) toolkit.

VIII. Reporting Requirements

A. Periodic Performance Reporting

The State agency requires organizations that receive a UGA to use the Periodic Performance Report (PPR) to articulate performance outcomes. In addition, each State grantmaking agency shall utilize the PPR to:

1. Require its awardees to relate financial data to performance accomplishments of the award; and
2. When applicable, require awardees to provide cost information to demonstrate cost-effective practices. [30 ILCS 708/50(c)(1)]

All fixed rate grantees, unless otherwise specified in writing by the Division, shall report service data electronically. Organizations shall also report any other data requested by the Division to carry out its duties. The preferred method of reporting fixed rate grant service data is through software supplied by the Division (DARTS) unless another arrangement has been made in writing.

B. Source Data

Organizations shall be able to verify, upon request, all DARTS and manual reporting data entries via hard copy of source documentation as defined and described in the Division of Behavioral Health and Recovery Substance Use and Gambling Disorder Services Contractual Policy Manual for the current fiscal year.

C. Fiscal Data

Organizations shall submit financial reports as requested and in the format required by IDHS-DBHR. Organizations shall file monthly reports with describing the expenditure(s) of the funds related thereto IAW 2 CFR 200.207. Failure to submit the required financial reports may cause delay or suspension of funding. 30 ILCS 705/1 et seq.; 2 CFR 207(b)(3) and 200.327.

D. DASIS

The U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration, Drug and Alcohol Services Information System (DASIS), National Survey of Substance Abuse Treatment Services (N-SSATS) questionnaire shall be completed by the organization at least annually. One survey shall be completed per site number (one I-SATS number is assigned per site). Inventory of Substance Abuse Treatment Services (I-SATS) are assigned by the Substance Abuse and Mental Health Services Administration (SAMHSA) to all treatment facilities. The I-SATS ID number is the same identifier for the Treatment Episode Data Set (TEDS), and the National Survey of Substance Abuse Treatment Services (N-SSATS) systems.

E. Manual Reporting

All manual report requirements set forth in specific service requirements located in the Contractual Policy Manual shall be submitted according to timeframes set within the UGA or directed by IDHS-DBHR. All such reports shall be submitted to the Contract Manager/Project Director with carbon copy to their supervisor through their Illinois email address and they can be also submitted to the following address:

Contract Management
Attn: Supervisor
Illinois Department of Human Services
Division of Behavioral Health and Recovery

Substance Use and Gambling
401 South Clinton Street, Second Floor
Chicago, Illinois 60607-3800

F. Capacity Management (CapMan) for Patients with Injecting Substance Use Disorder

Organizations receiving SUPTRS BG funding that deliver treatment for patients with injecting substance use disorders and are licensed by DBHR to provide American Society of Addiction Medicine (ASAM) Level 3.5 Residential and Opioid Treatment Program (OTP) services shall comply with 45 CFR 96.126 and 96.131 to report data in the Capacity

Management (CapMan) system daily. CapMan can be accessed through the [Illinois Helpline provider portal](#). See also III. Treatment and Support Services subsections C. Capacity for Treatment for Patients with Injecting Substance Use Disorders and F. Service Requirements for Pregnant Women and Women for additional information.

IX. Special Conditions

A. Training

The organization shall attend and participate in sponsored training and technical assistance. The organization shall be notified of required training and shall be responsible for all related travel expenses, unless otherwise specified. Attendance of fixed rate funded program staff may be billed through the Community Intervention

B. Notifications

The organization shall:

1. Notify IDHS-DBHR immediately in writing upon discovery of any substantial problem relative to the submission of any required service or financial data.
2. Obtain approval in writing 90 calendar days prior to any planned cessation or relocation of any service or facility funded in part or total by the Division.

Failure to obtain such approval is a material breach of this agreement and voids the Division's funding obligation for such program.

D. Staff Development

The organization shall provide or facilitate staff development, including continuing education and will participate in continuing education/professional development with respect to:

1. Recent trends in SUD in the state. Substance Use Disorder (SUD) - *means a spectrum of persistent and recurring problematic behavior that encompasses 10 separate classes of drugs: alcohol, caffeine, cannabis, hallucinogens, inhalants, opioids, sedatives, hypnotics and anxiolytics, stimulants, and tobacco, and other*

unknown substances leading to clinically-significant impairment or distress. [20 ILCS 301/1-10];

2. Improved methods and evidence-based practices for SUD and prevention services;
3. Performance accountability;
4. Recent trends and evidence-based practices for gambling disorder and prevention services;
5. Data Collection and reporting requirements; and
6. Any other matters that would serve to improve the delivery of SUD prevention, intervention, and treatment within the state.

E. Evaluations

The organization may be randomly selected to participate in outcome evaluations. If selected, the organization shall assist as requested within reason, i.e., locating and interviewing patients, obtaining required written consent from patients. The organization shall within reason and in accordance with confidentiality requirements, keep contact information on former patients, which includes at least three individuals that may be contacted regarding their participation.

F. Monitoring and Post-Payment Auditing

The organization shall allow the Division access to its facilities, records, and employees for the purposes of monitoring and post-payment auditing. Any findings arising from monitoring or post-payment audits will be shared with the organization. The organization shall submit corrective action plans as requested, shall comply with plans of correction relative to monitoring and may be subject to license sanctions for non-compliance. Post-payment audit will also result in recoupment of funds, which are the subject of audit findings. Any funds, which have been determined to be unsupported; to be overpayments; or otherwise, to be improperly held, shall be returned to the Division.

1. Grant funds shall be recovered as disbursement adjustments during the contract or pursuant to the Illinois Grant Funds Recovery Act and 89 Ill. Adm. Code 511 at the end of the grant period.

2. Grant Fixed Rate and Drunk and Drugged Driving Prevention Fund (DDDPF) funds shall be recovered pursuant to a notice of intent to recover unsubstantiated billings and a chance for written informal review.
3. Medicaid funds shall be recovered pursuant to 89 Ill. Adm. Code 140.15 and 89 Ill. Adm. Code 104.200 et. seq. regarding Medical Vendor Hearings.

G. Fiscal Requirements for Grant Funded Only

Federal Award funds may not be used:

1. To provide inpatient hospital services, except as determined to be medically necessary in accordance with federal guidelines;
2. To make cash payments to intended recipients of health services except in the case of program outcome evaluations;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds without prior approval;
5. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS;
6. To provide financial assistance to any entity other than a public or nonprofit private entity;
7. To expend more than the amount prescribed by Section 1931 (a)(3) of the PHS Act for the provision of treatment services in penal or correction institutions of the state; and
8. The organization shall adhere to all applicable requirements cited in federal regulations 2 CFR200 as well as SABG requirements stated in federal regulations Title 45; Part 96; Subpart L; 96.135.

H. Funding Policy

1. The organization shall establish systems regarding eligibility, billing, and collection to assure that persons entitled to third party payment benefits (other

than state or federal funds) are reimbursed therefrom, and that all other provisions regarding patient eligibility and payment are implemented as specified in the Contractual Policy Manual.

2. Substance use and gambling disorder treatment services billed to this contract agreement shall be reimbursed at the rates set forth in current Contractual Policy Manual. Rates for existing programs will remain in place during the period of this agreement or until otherwise indicated in writing by the Division.
3. Funding is provided for services to all eligible individuals regardless of where they reside in Illinois unless otherwise specified by the Division.

I. Global Funding

Global funding combines multiple services together into one funding amount that is used for disbursement. An earnings expectation is established as the global funding amount to provide service flexibility throughout all levels of care. However, dedicated funding may be established within global funding relative to expectations for a specific service or population.

Illinois Department of Human Services

JB Pritzker, Governor · Dulce M. Quintero, Secretary

[IDHS Office Locator](#)

IDHS Substance Use and Gambling Help Lines

Substance Use Services

Visit the Illinois [Substance Use Helpline](#) website, or

Call (833) 234-6343 or Text "Help" to 833234

Gambling Services

Visit the Illinois [Gambling Helpline](#), or

Call 1-800 Gambler, or Text "GAMB" to 833234



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 42CFZ03357

State Agency Illinois Department of Human Services

Grantee CITY OF JOLIET

Data Universal Number System (DUNS) Number 074407891

Catalog of State Financial Assistance (CSFA) Number 444-42-3938

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

FY. 2027

Notice of Funding Opportunity (NOFO) Number. N/A

FEIN 366088568

CSFA Short Description. SUBSTANCE USE PREVENTION TRAI

CFDA Short Description. see linked Agreement Exhibit-A

Section A: State of Illinois Funds

REVENUES	Total
State of Illinois Requested:	\$18,647.00
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	\$18,647.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$18,647.00
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	\$18,647.00
Note: Total may be adjusted for rounding.	

Contract Published Date Time: 2026.06.05.06.51.32 863



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 42CFZ03357

State Agency Illinois Department of Human Services

Grantee CITY OF JOLIET

Data Universal Number System (DUNS) Number 074407891

Catalog of State Financial Assistance (CSFA) Number 444-42-3938

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

FY. 2027

Notice of Funding Opportunity (NOFO) Number. N/A

FEIN 366088568

CSFA Short Description. SUBSTANCE USE PREVENTION TRAI

CFDA Short Description. see linked Agreement Exhibit-A

Section B: Non-State of Illinois Funds

REVENUES	Total
Grantee Match Requirement %: N/A	
b) Cash	N/A
c) Non-Cash	N/A
d) other Funding and Contributions	N/A
Total Non-State Funds (lined b through d)	N/A
Budget Expenditure Categories	
1. Personnel (200.430)	N/A
2. Fringe Benefits (200.431)	N/A
3. Travel (200.475)	N/A
4. Equipment (200.439 and 200.436(a))	N/A
5. Supplies (200.1 and 200.453)	N/A
6. Contractual Services/Subawards (200.318 and 200.1)	N/A
7. Consultant (200.459)	N/A
8. Construction	N/A
9. Occupancy - Rent and Utilities (200.465 and 200.436(a))	N/A
10. Research and Development (R & D) (200.1)	N/A
11. Telecommunications	N/A
12. Training and Education (200.473)	N/A
13. Direct Administrative Costs (200.413)	N/A
14. Other or Miscellaneous Costs	N/A
15. Grant Exclusive Line Item(s)	N/A
16. Total Direct Costs (add lines 1-15) (200.413)	N/A
17. Indirect Cost (200.414)	N/A
Rate %: N/A	
Base: N/A	
18. Total Costs Non-State Grant Funds Lines 16 and 17 MUST EQUAL REVENUE TOTALS ABOVE	N/A

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.06.05.06.51.32 863



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

Agreement Numbers. 42CFZ03357

State Agency Illinois Department of Human Services

FY. 2027

Grantee CITY OF JOLIET

Notice of Funding Opportunity (NOFO) Number. N/A

Data Universal Number System (DUNS) Number 074407891

FEIN 366088568

Catalog of State Financial Assistance (CSFA) Number 444-42-3938

CSFA Short Description. SUBSTANCE USE PREVENTION TRAI

Catalog of Federal Domestic Assistance (CFDA) Number see linked Agreement Exhibit-A

CFDA Short Description. see linked Agreement Exhibit-A

Budget Narrative Summary

When you have completed the budget Category pages, the totals for each category should appear in the corresponding rows below. Additionally, the amount of State requested funds and non-State funds that will support the project are also listed. Verify the amounts and the Total Project Costs.

Budget Category	State	Non-State	Total
1. Personnel	N/A	N/A	N/A
2. Fringe Benefits	N/A	N/A	N/A
3. Travel	N/A	N/A	N/A
4. Equipment	N/A	N/A	N/A
5. Supplies	N/A	N/A	N/A
6. Contractual Services	N/A	N/A	N/A
7. Consultant (Professional Services)	N/A	N/A	N/A
8. Construction	N/A	N/A	N/A
9. Occupancy (Rent and Utilities)	N/A	N/A	N/A
10. Research and Development (R & D)	N/A	N/A	N/A
11. Telecommunications	N/A	N/A	N/A
12. Training and Education	N/A	N/A	N/A
13. Direct Administrative Costs	N/A	N/A	N/A
14. Other or Miscellaneous Costs	N/A	N/A	N/A
15. GRANT EXCLUSIVE LINE ITEM(S)	\$18,647.00	N/A	\$18,647.00
16. Total Direct Costs (add lines 1-15) (200.413)	\$18,647.00	N/A	\$18,647.00
17. Indirect Cost	N/A	N/A	N/A
State Request	\$18,647.00		
Non-State Amount		N/A	
TOTAL PROJECT COSTS			\$18,647.00

Note: Total may be adjusted for rounding.

Contract Published Date Time: 2026.06.05.06.51.32 863



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-9987

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Robert Brown, Interim Chief of Police

SUBJECT:

Resolution Approving Intergovernmental Agreement with Plainfield Community Consolidated School District 202

BACKGROUND:

The City of Joliet and Plainfield School District 202 entered into an Intergovernmental Agreement ("IGA") on June 28, 2010 that created a School Resource Officer-Program ("SRO") to facilitate a positive collaborative relationship between local law enforcement, school administration, educators, service agencies, parents, and students. Both parties wish to continue this SRO program and have determined that it is in the best interests to enter into a new IGA to address certain changes in state law and to bring the agreement up to current standards

RECOMMENDATION:

Based on the above it is recommended the Mayor and City Council approve the IGA with Plainfield Consolidated School District 202.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT WITH PLAINFIELD CONSOLIDATED SCHOOL DISTRICT 202
Intergovernmental Agreement for Police Services**

WHEREAS, the City of JOLIET, Illinois (the “City”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois; and

WHEREAS, Plainfield Consolidated School District 202 is a School District pursuant to the Illinois School Code; and

WHEREAS, pursuant to 65 ILCS 5/1-1-7 and 65 ILCS 5/11-209, the City of Joliet has the power to contract with school boards; and

WHEREAS, District 202 desires on a contractual basis, to have school liaison officers detailed to certain schools located in District 202; and

WHEREAS, District 202 and the City of Joliet entered into an Intergovernmental Agreement on June 28, 2010 which established a school resource officer program where members of the Joliet Police Department serve as school resource officers at designated schools within District 202; and

WHEREAS, the City and District 202 wish to continue to cooperate in order to provide such services; and

WHEREAS, in order to achieve that end, the City and District 202 wish to renew their Agreement to provide such services; and

WHEREAS, the City is a home rule unit of local government entitled to exercise any power and perform any function pertaining to its government and affairs including, but not limited to, the power and authority to: enter into and perform its obligations under an Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET, ILLINOIS, PURSUANT TO ITS STATUTORY AND HOME RULE AUTHORITY, AS FOLLOWS:

SECTION 1: The Mayor and City Council hereby find that the recitals contained in the remainder of this Resolution are true, correct and complete and are hereby incorporated into this Resolution by reference.

SECTION 2: The Mayor and the City Council hereby find and determine that it is necessary and beneficial to the City of Joliet to enter into an Intergovernmental Agreement with Plainfield Community Consolidated School District 202.

SECTION 3: The City Manager is hereby authorized to execute the Intergovernmental Agreement, which is substantially the same as Exhibit “1” attached hereto and incorporated herein. The City Manager is authorized to take such action as may be necessary for the City to comply with the

terms thereof.

SECTION 4: This Resolution shall take effect upon its passage and approval.

SECTION 5: All resolutions directly in conflict with the terms of this Resolution are hereby repealed to the extent of such conflict.

SECTION 6: Be it further resolved that the passage of this Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN PLAINFIELD COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 202 AND THE CITY OF JOLIET**

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of the effective date provided in Section 22 of this Agreement, by and between PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202, an Illinois Public School District (hereinafter referred to as "District 202"), and the City OF JOLIET, an Illinois municipal corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the provisions of Article VII, Section 10 of the 1970 Illinois Constitution and the provisions of the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize and encourage intergovernmental cooperation; and

WHEREAS, District 202 desires, on a contractual basis, to have school liaison officers detailed to certain schools located within District 202; and

WHEREAS, the City is willing to provide such officers in exchange for the consideration specified in this Agreement and pursuant to the terms and conditions outlined herein; and

WHEREAS, Section 5/10-20.14 of the Illinois School Code (105 ILCS 5/10-20.14) authorizes a school district to develop policy guideline/protocol procedures to establish and maintain a reciprocal reporting system between a school district and local law enforcement agencies regarding criminal and/or quasi-criminal offenses committed by students enrolled within the school district; and

WHEREAS, pursuant 65 ILCS 5/1-1-7, and 65 ILCS 5/11-209, the City has the power to "contract with the school boards"

WHEREAS, District 202 and the City recognize the need for educators and law enforcement officials to share information within the bounds of confidentiality requirements applicable to police officers and school officials regarding the activities of minor students, in and out of school, so that they may work together efficiently to prevent, eliminate and discourage acts of crime, violence and intimidation; and

WHEREAS, District 202 and the City recognize that the exchange of information between them is essential to providing a safe, healthy and violence-free school environment for all students; and

WHEREAS, District 202 and the City desire to establish and maintain a reciprocal reporting system regarding criminal/quasi-criminal offenses and other offenses committed by

students, as authorized by the Illinois School Code; and

WHEREAS, District 202 and the City entered into an Intergovernmental Agreement Dated June 28, 2010, to establish a school resource officer program where members of the City's Police Department serve as school resource officers at designated schools within District 202; and

WHEREAS, District 202 and the City determined that it is in their collective best interest to enter into a new Intergovernmental Agreement to address certain changes to state law and other recommended modifications to terms of the June 28, 2010 Agreement.

NOW, THEREFORE, in consideration of the promises, covenants, terms and conditions set forth in this Agreement, District 202 and the City hereby agree as follows:

1. School Resource Officer Program District 202 and the City hereby create a School Resource Officer Program (the "Program") to facilitate a positive collaborative relationship between local law enforcement, school administration, educators, service agencies, and parents and students residing within the District 202 community. The requirements for a School Resource Officer pursuant to this Agreement are set forth in the attached Exhibit B. The goal of the Program is to maintain a safe, secure environment, free of violence and fear, which will allow the educational process to occur in a natural and uninhibited manner. The Program shall direct increased and focused attention to the prevention of juvenile crime through the positive, proactive involvement of law enforcement personnel, specially trained to work with high school students, in a school setting. The Program shall also provide assistance to students and school personnel with respect to the prevention of substance abuse, gang activity, violence, and other forms of socially unacceptable behavior that threaten a positive educational environment.

The City shall provide one School Resource Officer at Plainfield South High School. A School Resource Officer may, from time to time, provide services to other schools within District 202, as deemed necessary by the parties to this Agreement.

2. Duties and Responsibilities The School Resource Officer shall, during school hours and at school functions where his/her attendance is required pursuant to the terms of this Agreement, assist in protecting the school community from violations of the state statutes or state law, including but not limited to, theft, vandalism, trespassing, assault, battery, drug and alcohol offenses, and gang activities. The School Resource Officer shall also have authority to enforce any and all provisions of the Illinois Vehicle Code on property owned and/or operated by District 202, 65 ILCS 5/1-1-7 and 65 ILCS 5/11-209, the City has the power to contract with School Boards for the regulation of traffic and the parking of automobiles.

The School Resource Officer shall initiate police reports and investigate all

criminal/quasi-criminal matters reported to them, document and investigate other matters relevant to the safety of the school and the community, establish a positive working relationship with school administration, educators, service agencies, and parents and students residing within the District 202 community, and assist in maintaining a safe and secure school environment free of violence and conducive to a productive learning environment. The School Resource Officer may also be involved in the preparation and/or implementation of educational programs designed to prevent and/or deter students from involvement in criminal/quasi-criminal acts, alcohol and drug use, and gang activity, and may counsel students in need of crisis intervention and in the confidential reporting of criminal activity.

3. Reciprocal Reporting. As permitted by State law, each party to this Agreement shall share information pertaining to any activity or suspected activity which would jeopardize the safe, orderly and violence-free environment of a school, including but not limited to criminal/quasi-criminal activity, gang-related activity, or any fact or reasonable inference drawn from any fact or combination of facts pertaining to any criminal/quasi-criminal activity or gang-related activity or suspected criminal/quasi-criminal or gang-related activity. Information to be reported under this Agreement shall not include law enforcement records maintained by the City that relate to a minor who has been arrested or taken into custody before his or her 18th birthday.

The protocol for reciprocal reporting as adopted by District 202 and incorporated herein by reference is attached hereto as Exhibit "A". The parties to this Agreement will cooperate to review and periodically amend the protocol, to reflect changes in any applicable law(s) or to better meet the needs of the parties. Any amendment to the protocol shall be in writing and executed by both parties.

4. Reimbursable Expenses. As set forth in the attached Exhibit B, consideration for the services provided to District 202 by the City under the terms of this Agreement, District 202 agrees to reimburse the City for certain expenses related to each School Resource Officer, which reimbursable expenses shall include each Officer's:

- a. Salary;
- b. Health, Life, Vision and Dental Insurance;
- c. Required Pension and Social Security contributions; and
- d. Worker's Compensation Insurance.

Each such expense shall be reimbursed at the then-current rate incurred by the City for that expense. With respect to the School Resource Officer, District 202 shall reimburse the City for each expense for each day a School Resource Officer provides services under this Agreement. The Superintendent of District 202 and the City's Chief of Police are hereby authorized and directed to negotiate the remaining terms for the placement of a School Resource Officer(s) at Plainfield South High School.

5. Re-Assignment. As set forth in the attached Exhibit B, the City retains the right to

temporarily re-assign each School Resource Officer should matters of public safety arise that in the sole discretion of the City's Chief of Police, require such re-assignment.

6. Insurance. The City shall keep in full force and effect at all times during the term of this Agreement general public liability insurance, including contractual liability coverage, workers' compensation insurance and such other type of insurance in amounts and with companies or self-insurance pools as are normally maintained in the ordinary course of business against claims for injuries to persons or damage to property that might arise under this Agreement.

7. Indemnification and Hold Harmless. To the fullest extent permitted by law, District 202 agrees to indemnify and hold harmless the City, its officers, employees, officials, trustees, volunteers, agents and representatives, their successors and assigns, in their individual and official capacities, from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation, reasonable attorneys' fees and litigation costs incurred by the City arising out of any activity of District 202 in the performance of this Agreement, or any act or omission of District 202 or of any officer, employee, official, agent, representative contractor, or volunteer of District 202, but only to the extent caused in whole or in part by a negligent or willful and wanton act or omission of District 202.

To the fullest extent permitted by law, the City agrees to indemnify and hold harmless District 202, its officers, employees, officials, agents, representatives, or volunteers, or their successors and assigns, in their individual and official capacities, from and against any and all liabilities, loss, claims, demands, liens, damages, penalties, fines, interest, costs and expenses, including without limitation, reasonable attorneys' fees and litigation costs incurred by District 202 arising out of any activity of the City in the performance of this Agreement, or any act or omission of the City or of any employee, official, trustee, agent, representative, contractor, or volunteer of the City, but only to the extent caused in whole or in part by a negligent or willful and wanton act or omission of the City.

8. Body Worn Cameras. The Law Enforcement Officer-Worn Body Camera Act (50 ILCS 706/10-1 et seq.) was recently enacted into law, enabling police officers to utilize body worn cameras ("BWC") in certain situations. The Joliet Police Department and District recognize both the merit and potential problems that may arise from a School Resource Officer's use of a BWC while on District property.

The Parties agree to cooperate fully, to execute all supplementary documents, and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this section of the Agreement (Section 8) and its accompanying Exhibit C. Every police officer equipped with a BWC shall be trained in the operation of the equipment prior to its use. To maximize the effectiveness of the BWC and the integrity of the video documentation, officers shall adhere to the objectives and procedures

outlined in this section of the Agreement (Section 8), Exhibit C of this Agreement, and the Joliet Police Department BWC policies when they utilize BWCs. The Parties further agree the employees of the Joliet Police Department are subject to and in compliance with all federal, state and local laws and regulations regarding the use and operation of BWCs.

The Parties acknowledge that each Party shall bear their own cost and expenses incurred to comply with these terms.

9. Municipal Code Enforcement. In accordance with School Code Section 10-22.6 (105 ILCS 5/10-22.6)(P.A. 104-0430, eff. 8-20-25), a student must not be issued a monetary fine, fee, ticket, or citation as a school-based disciplinary consequence or for a municipal code violation on school grounds during school hours or while taking school transportation by any person, including any authorized employee of the City including the SRO, though this shall not preclude requiring a student to provide restitution for lost, stolen, or damaged property. The foregoing limitation does not apply to responses to alleged delinquent or criminal conduct set forth in the School Code, Article V of the Juvenile Court Act of 1987, or the Criminal Code of 2012, and also does not apply to violations of traffic, boating, or fish and game laws.

10. Training and Review (105 ILCS 5/10-20.68). SROs assigned to Plainfield School District 202 schools shall receive training, as provided in section 10.22 of the Illinois Police Training Act, that includes information on working with students with disabilities, adolescent development, trauma-informed practices, restorative justice principles, and applicable provisions of the School Code, including Section 10-22.6. The City shall provide to the school district a certificate of completion, or approved waiver, issued by the Illinois Law Enforcement Training Standards Board under Section 10.22 of the Illinois Police Training Act indicating that the subject officer has completed the requisite course of instruction in the applicable subject areas within one year of assignment, or has prior experience and training which satisfies this requirement.

11. Annual Program Evaluation Review. The Superintendent or designee and the Chief of Police shall then meet to review and evaluate the SRO program, including consideration of any stakeholder and community input provided. Review the terms of this agreement annually, assess program expectations and make in writing any mutually agreed changes for each Contract Year. As a result of this review and evaluation, the Superintendent and the Chief of Police may mutually agree to changes in program expectations not in conflict with this Agreement or to propose that the current Agreement either be amended or revised at renewal, if needed.

12. Feedback and Complaint Resolution Process. The Parties shall develop and implement a simple and objective feedback and complaint resolution system for all shareholders and members of the school community to submit questions, comments and constructive feedback and register concerns that may arise with respect to the SRO or the SRO Program. The system shall comply with the City/Police Department and Plainfield School District 202 policies and

shall provide for timely communication of the resolution of the complaint to the complainant. The system shall also allow parents and guardians to submit complaints in their preferred language and in a confidential manner that protects the identity of the complainant from the School Resource Officer consistent with the School Resource Officer's due process rights and any applicable employment protections.

13. Data Collection and Programming. The Parties agree that by no later than July 1, 2027, the Parties shall reach agreement on procedures to document the number of students in grades K-12 referred to the Police Department, including the SRO, wherein there will be documentation of the number of total students referred, as well as documentation of the number of times each individual student was referred in instances that occurred on school grounds, during school-related events or activities (regardless of whether it was in-person or virtual), or while taking school transportation.

14. Term and Termination. This Agreement shall commence on the date set forth above and shall continue in full force and effect until terminated. Either party may terminate this Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate this Agreement by written mutual consent and agreement.

15. Notice. All notices concerning this Agreement shall be in writing and addressed to the other party as follows:

- If to the City: City of Joliet Legal Department, 150 W. Jefferson Street, Joliet, IL 60432
Attn: Chief of Police, 150 W. Washington, Joliet, IL 60432
- If to District 202: Plainfield Community Consolidated School District 202 *Attn:* Dr. Glenn Wood, Superintendent, 15732 Howard Street, Plainfield, Illinois 60544

Unless otherwise provided herein, notices shall be hand delivered, or sent by registered or certified U.S. mail postage prepaid, by commercial overnight delivery service, or transmitted by facsimile. Notices shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, on the day after being sent when sent by overnight delivery service, and on the second business day after deposit in the mail when sent by U.S. mail. A party may change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address.

16. Time of Essence. Time is of the essence and all provisions of this Agreement herein relating thereto shall be strictly construed.

17. Relationship of Parties. The School Resource Officer shall at all times be an

employee of the City, and District 202 shall not, except as provided in paragraph 4 above, have any obligation to provide employee benefits or worker's compensation payments of any kind for the benefit of the School Resource Officer. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third-party, as creating the relationship of employer and employee, principal and agent, or of partnership, or joint venture by the parties hereto, it being understood and agreed that no provision contained in this Agreement nor any acts of the parties shall be deemed to create any such relationship between the City and District 202. No party shall be bound, with respect to third parties, by any representation, act or omission of the other party.

This Agreement is for the benefit of the contracting parties only and is not intended to raise or acknowledge any duty regarding conduct or other form of liability as to third parties. The School Resource Officer, at all times shall be subject to the rules and regulations of the City and the City's Police Department governing the conduct of police officers.

18. Use of District 202 Facilities/Equipment. The School Resource Officer shall at all times be permitted to access the school to which he/she is assigned. The School Resource Officer shall be provided a furnished office, telephone, and computer to be utilized in the performance of his/her duties and responsibilities as set forth in this Agreement. All police equipment necessary to the performance of his/her duties and responsibilities as a School Resource Officer shall be provided in accordance with the policies of the City and/or the Joliet Police Department.

19. Preamble and Exhibits. The preambles and exhibits to this Agreement are hereby incorporated as if set forth fully herein.

20. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of the Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

21. Entire Agreement. This Agreement sets forth all of the covenants, conditions and promises between the parties, represents the entire agreement between the parties, and supersedes all previous communications or understandings whether oral or written, including the June 28, 2010 Agreement which is hereby terminated.

22. Amendments Must be in Writing. The covenants, terms or conditions of this Agreement to be kept and performed by either party, shall not be altered, waived, modified or abandoned except by a written instrument, duly signed, acknowledged and delivered by authorized representatives of District 202 and the City.

23. Severability. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be

affected thereby, but each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

24. No Assignment and Successors. No party may assign any rights or duties under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon the successors of the parties' respective governing boards.

25. Governing Law. This Agreement shall be construed and governed by the laws of the State of Illinois.

26. Compliance with Laws. The City and District 202 shall at all times observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of this Agreement.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but together shall constitute one and the same Agreement.

28. Effective Date. This Agreement shall be deemed dated and become effective on the date of the last of the party's sign, as set forth below, the signature of their duly authorized representative.

IN WITNESS WHEREOF, authorized representatives of District 202 and the City have executed this Agreement as of the day and year first above written.

CITY OF JOLIET

By: _____

Title: _____

Date: _____

PLAINFIELD COMMUNITY

CONSOLIDATED SCHOOL DISTRICT 202

By: _____

Title: _____

Date: _____

EXHIBIT A

GUIDELINES FOR RECIPROCAL REPORTING AND COOPERATION BETWEEN PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202 AND THE CITY OF JOLIET

Plainfield Community Consolidated School District 202 (the "School District") and the City of Joliet through its Police Department (the "Police Department"), pursuant to Section 1-7(A)(8) of the Juvenile Court Act, Sections 10-20.14 and 22-20 of the Illinois School Code and Section 10/6(a)(6.5) of the Illinois School Student Records Act, agree to and hereby establish guidelines for a reciprocal reporting system between the Police Department as the local law enforcement agency and the School District regarding criminal offenses committed by students. The following guidelines are intended to meet the requirements of the Juvenile Court Act, the Illinois School Student Records Act and Sections 10-20.14 and 22-20 of the Illinois School Code, to reduce juvenile crime, and to increase school safety by promoting the exchange of appropriate information between the police and school officials. To the extent that any provision of these guidelines may conflict with any provision of law, as may be amended from time to time, the applicable law shall govern.

I. General Protocol

A. Each party to this Agreement shall designate one or more persons (the "School Officials" and the "Police Officials") who shall transmit information and receive information from the designees of each agency and have primary responsibility for implementing these guidelines.

B. Unless a certain type of communication is required by law to be in writing, information may be communicated verbally among the School Officials and the Police Officials at any time deemed necessary by the Officials.

C. Unless a certain type of communication is required by law to be in writing, information may also be verbally communicated among the School Officials and the Police Officials during meetings called for that purpose; such meetings may be held according to a schedule, or may be called by any of the Officials on an as- needed basis with reasonable notice.

D. Information in written form may be transmitted among the School Officials and the Police Officials by any agreed-upon method, including without limitation United States mail, hand delivery, or facsimile; such sharing of written information may be according to an agreed-upon schedule, or on an as-needed basis, or as required by law.

II. Reporting of Student Criminal Activity

A. By the School District to Police Officials

1. School Officials will promptly report to the Police Officials the activity of students who reside and/or attend school in the City of Joliet that involves or is suspected to involve:

- a. Criminal gang activity;
- b. Weapons such as guns and knives, explosives, impact devices or any item used as a weapon;
- c. Sale of drugs or other intoxicants;
- d. Possession of illegal drugs or other intoxicants;
- e. Fights or other violent activity which might reasonably carry over into the community;
- f. Abuse, neglect, lock-out and runaway situations;
- g. Acts of vandalism;
- h. Other activities involving students which threaten the safety of students or community members on or off school property; or

2. Any state or federal crime occurring or which has occurred on school property or at a school event which might reasonably carry over into the community.

3. Where violence or other activity poses an imminent threat to the safety of students or community members, the information will be shared as soon as possible.

4. Where information regarding a School District student does not constitute an imminent threat to the safety of School District students or community members, is deemed to be minor and unlikely to assist in the protection or safety of School District students or community members, or becomes part of the student's school record under the provisions of the Illinois School Student Records Act (the "Act"), 105 ILCS 10/1 *et seq.*, the School District shall not disclose the information to the Police Department absent the specific written consent of the student's parent/guardian (or the student if age 18 or older), by an order of a court of proper jurisdiction or as otherwise permitted by

the Act.

5. In accordance with Section 10/6(a)(6.5) of the Illinois School Student Records Act, and consistent with Section IILC. of these Guidelines, the School District may release school student records or information to juvenile authorities when necessary for the discharge of their official duties upon a request for information prior to adjudication of the student and if certified in writing that the information will not be disclosed to any other party except as provided under law or order of court. "Juvenile authorities" include probation officers for the student authorized by the judge hearing the case, law enforcement officers and prosecutors, and others as defined in Section 10/6(a)(6.5).

B. By Police Officials to the School District

1. Police Officials will report to School Officials the same type of information referenced in Section A above, within the same time frames, where the activity by students or others might reasonably carry over onto school grounds or school activities.

2. As provided by Section 1-7(A)(8) of the Juvenile Court Act, Police Officials will report to School Officials within the time frames referenced in Section A above and disclose the law enforcement records of a minor enrolled in one of the School District's schools who has been taken into custody or arrested for any of the following offenses or suspected offenses:

- a. Any violation of Section 24 of the Criminal Code;
- b. A violation of the Illinois Controlled Substances Act;
- c. A violation of the Cannabis Control Act;
- d. A forcible felony as defined in Section 2-8 of the Criminal Code, including murder, criminal sexual assault, robbery, burglary, arson, kidnapping, aggravated battery resulting in great bodily harm or permanent disability or disfigurement, and any other felony that involves the use or threat of physical force or violence;
- e. A violation of the Methamphetamine Control and Community Protection Act;
- f. A violation of Section 1-2 of the Harassing and Obscene Communications Act.
- g. A violation of the Hazing Act; or
- h. A violation of Section 12-1, 12-2, 12-3, 12-3.05, 12-3-1, 12-3-2,

3.4, 12-3.5, 12-5, 12-7.3, 12-7.4, 12-7.5, 25-1 or 25-5 of the Criminal Code.

3. As required by Section 22-20 of the Illinois School Code, Police Officials shall report to School Officials whenever a student enrolled in one of the School District's schools is detained for proceedings under the Juvenile Court Act or for any criminal offense or any violation of a municipal or County ordinance. The report shall include the basis for the detention, the circumstances surrounding the events which led to the student's detention, and the status of the proceedings. Police Officials shall periodically update the report as significant stages of the proceedings occur in order to notify School Officials of developments and the disposition of the matter. All such reports shall be kept in a secure location separate from the student's official school record and shall be used by School Officials solely to aid in the proper rehabilitation of the student and to protect the safety of students and employees in the schools.

4. In administering Section 22-20 of the School Code and these guidelines, law enforcement officials shall report conduct involving vandalism, violence, gangs, weapons, drugs, alcohol, runaways, family disputes, abuse, any other offense as required by law, or an appearance in court as a juvenile or an adult for any other offense other than minor traffic offenses. Police Officials will share information with School Officials where student misconduct outside of school is likely to be carried into school or school activities or have a significant impact on the safety and wellbeing of students, staff, and community members associated with the schools.

5. Under these guidelines, Police Officials shall provide School Officials with the same information regarding suspected criminal offenses committed by students of any age as is reported for students included in the scope of the Juvenile Court Act, as may be amended from time to time.

III. Confidentiality and Records

A. Content of Criminal Activity Information. All criminal activity information shall include the names of all involved persons, including District students and minors, except in cases where the name of the victim is protected under the Rights of Crime Victims and Witnesses Act, 725 ILCS 120/1, *et seq.*, as amended, or other applicable law.

B. Confidentiality of Law Enforcement Records and Criminal Activity Information. Any law enforcement records subject to disclosure under these guidelines shall not be disclosed or made

available in any form to any person or agency other than as set forth in these guidelines or as authorized by law. Police Officials and School Officials shall develop procedures to ensure such nondisclosure of criminal activity information, except as may be authorized by law or set forth in these guidelines. Such procedures shall be designed to also ensure that any criminal activity

information is not available to other employees. or any persons other than as authorized by these guidelines or by law.

C. Illinois School Student Records Act. This Section III and these guidelines are intended to satisfy Section 6(a)(6.5) of the Illinois School Student Records Act, 105 ILCS 10/6(a)(6.5), which authorizes a school district to release information to law enforcement officers and other juvenile authorities as defined in Section 6(a)(6.5) when necessary for the discharge of their official duties prior to adjudication of the student and upon written certification that the information disclosed by the school will not be disclosed to any other party, except as provided by law or order of court.

D. Not Educational or School Record. School Officials shall follow State and Federal laws regarding student records. Consistent with Section 10/2(d) of the Illinois School Student Records Act, reports of Police Officials working in a school shall be deemed the reports of a law enforcement professional and shall not be considered a student record. 105 ILCS 10/2(d). For purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. 1232(g). Police Officials designated to work with the School District pursuant to these guidelines shall be considered a law enforcement unit of the school such that the records created by Police Officials for the purpose of law enforcement shall not be considered educational records.

Approved this 1st day of July, 2026.

Board of Education of Plainfield
Consolidated School District 202,

City of Joliet,

By: _____
Superintendent

By: _____
Chief of Police

EXHIBIT B

TERMS FOR SCHOOL RESOURCE OFFICER BETWEEN PLAINFIELD COMMUNITY CONSOLIDATED SCHOOL DISTRICT 202 AND THE CITY OF JOLIET

Plainfield Community Consolidated School District 202 (the "School District") and the City of Joliet (the "City") set forth the following terms for a School Resource Officer in accordance with the Intergovernmental Agreement Between the Board of Education of Plainfield Community Consolidated School District 202 and the City of Joliet, providing for a School Resource Officer and reciprocal reporting guidelines (the "Agreement"):

1. Designated School. The City will assign and detail one (1) School Resource Officer to the following school - Plainfield South High School.
2. Selection and Removal.
 - a. The officer identified by the City for consideration as a School Resource Officer shall have the following minimum qualifications: at least two (2) years of police experience; good oral, writing, and interpersonal skills; experience in public speaking; experience in and knowledge of drug and gang awareness; possess strong leadership abilities; be a certified juvenile officer for a minimum of one (1) year prior to placement at the Designated School as a School Resource Officer; and be able to act as a role model. The selection process for each School Resource Officer shall be regulated and conducted by the City, with participation by the Superintendent of the School District, or his designee. The City shall determine which officer will best meet the requirements and criteria of the Designated School and shall make the final selection of the School Resource Officer. The City will assign the selected School Resource Officer to Plainfield South High School. The City and School District shall work cooperatively throughout the School Resource Officer selection process. The School District may appeal the selection of a School Resource Officer to the Chief of Police, in which case the Chief of Police in cooperation with the Superintendent of the School District will make the final selection of the subject School Resource Officer.
 - b. In the event the School District becomes dissatisfied with the performance of any School Resource Officer, the School District shall notify the Chief of Police, whereupon the City's Police Department shall promptly investigate and determine a proper course of action, which may include additional training, discipline, or reassignment. If reassignment is determined to be the appropriate course of action, the Police Department shall provide the School District with a replacement School Resource Officer acceptable to the School District.

c. In the event of emergency, safety issues, any condition that constitutes a threat to the health, safety or well-being of students, employees or others at the School District, or any other condition which warrants immediate removal, all as determined by the School District's Superintendent or designee in his/her sole reasonable discretion, the School District may immediately remove any School Resource Officer from School District property and/or suspend activities under this Agreement until such condition has been remedied to the School District's satisfaction. The School District shall promptly notify the Chief of Police in writing of its removal of any School Resource Officer under this paragraph. Disciplinary proceedings or other consequences, if any, related to such removal shall be conducted solely by the City, as the employer of the School Resource Officer. The School District shall cooperate with the City in such disciplinary proceedings if so requested by the City.

3. Term and Termination. In accordance with Section 8 of the Agreement, the term of the Agreement shall continue until terminated. Either party may terminate the Agreement at any time by providing the other party with at least thirty (30) days prior written notice of such termination. In addition, the parties may terminate the Agreement by written mutual consent and agreement.

4. Contract Year; Designated School Resource Officer; Substitutes. For purposes of these Terms, the "Contract Year" shall be July 1 through June 30 of each year during the term of the Agreement.

The School Resource Officer for each Contract Year at Plainfield South High School shall be identified by the City and the name of each School Resource Officer shall be provided to the School District's Superintendent on or before July 1 of each Contract Year.

The Superintendent and Chief of Police shall review these Terms annually and make in writing any mutually agreed changes for each Contract Year. The School Resource Officer may, within the discretion of the City and the School District, remain as the School Resource Officer at Plainfield South High School for one or more subsequent Contract Year(s), unless otherwise designated or removed in accordance with these Terms.

In accordance with Section 5 of the Agreement, the City retains the right to temporarily reassign any School Resource Officer should matters of public safety arise that directly relate to the individual School Resource Officer retaining that position at Plainfield South High School. In such instances, the City shall assign a Substitute Officer to Plainfield South High School.

5. Hours/Days. Under the Agreement, the School Resource Officer shall generally work an eight (8) hour day, for one hundred and seventy-four (174) days during the school term of each Contract Year at Plainfield South High School. For each Contract Year, the School Resource Officer shall commence work at Plainfield South High School on a date mutually

agreeable to the School District and the City and shall work through the last day of student attendance for the school year, as designated by the School District.

6. Board Policy and Orientation. The School Resource Officer shall familiarize him/herself with all Board of Education policies, School District administrative procedures, and Plainfield South High School protocols and rules, and shall reasonably comply with all applicable requirements thereunder, consistent with their police officer duties. For each newly placed School Resource Officer, and at periodic intervals in subsequent years thereafter, the School District's central office shall conduct a brief orientation for the School Resource Officer.

Approved this 1st day of July, 2026.

Board of Education of Plainfield
Consolidated School District 202,

City of Joliet,

By: _____
Superintendent

By: _____
Chief of Police

Exhibit C

Guidelines Regarding The Use of Body Worn Cameras By Joliet Police Department Employees on School District Property

Body Worn Camera General Usage. During the school day, the School Resource Officer shall not activate his/her body worn camera except in the following situations:

1. Any self-initiated activity where it is previously known or facts develop that a custodial arrest will be made or other law enforcement-related activity will occur;
2. Any self-initiated activity where it is previously known or facts develop that the questioning or investigation will or is reasonably likely to be used in later criminal charges;
3. When feasible, when the contact becomes adversarial, the subject exhibits unusual or aggressive behavior, or circumstances indicate that an internal complaint will likely be filed;
4. As otherwise required by state law.

Body Worn Cameras in Interviews. When interviewing a crime victim or witness of an investigation who is a student, the School Resource Officer shall notify a parent or guardian of the student that the interview shall be or has been recorded, and document the time and manner of the parental notification, unless emergency or exigent circumstances require otherwise that prevent such notification. If the School Resource Officer has a reasonable, articulable suspicion that a victim or witness has committed or is in the process of committing a crime, the School Resource Officer, unless impractical or impossible, must indicate on the recording the reason for recording despite the request of the victim or witness and/or the parent/guardian of the victim or witness not to record the interaction.

Prohibited Uses of Body Worn Cameras. The body worn camera shall not be activated when the School Resource Officer is communicating with an individual in an area where a person has a reasonable expectation of privacy, such as bathrooms, locker rooms, the nurse's office, a school counselor's office, or a school social worker's office, unless the School Resource Officer is engaged in a law enforcement-related encounter or activity. Exceptions may be made by the School Resource Officer in emergency or exigent circumstances.

The body worn camera shall not be activated when the School Resource Officer is engaged in community caretaking functions, such as:

1. Conversations with students and staff that are unrelated to the investigation of a crime;
2. Meetings with school administrators, counselors, deans and other school personnel to identify and discuss individuals and conditions that could result in delinquent behavior and to develop plans to respond to same;
3. Informal and relationship-building conversations with students, staff, parents, and visitors as part of the School Resource Officer's duty to provide a daily visible police presence and amicable collaboration; and
4. Discussions and presentations by the School Resource Officer to students and staff for instructional purposes.

Notice to School District of Recording. The School Resource Officer will notify the Principal or their designee of any recording made in the course of his/her duties as School Resource Officer. Any recording created by a body worn camera is a law enforcement record, not a school student record. Upon request of the School District, and if not prohibited by law, the Plainfield Police Department will provide the District copies of any video of students, parents, employees, or others on school property. A video that is shared with the School District may become a school student record. The Plainfield Police Department will comply with all applicable laws and policies related to the release of video recordings, including but not limited to the Law Enforcement Officer-Worn Body Camera Act, 50 ILCS 706; the Juvenile Court Act, 705 ILCS 405/1-7; and the Freedom of Information Act, 5 ILCS 140. The County Sheriff's Office will notify the School District point of contact prior to releasing any video recording that includes an identifiable student(s) or District employee(s).

Limited to School Resource Officer. The provisions in Section 8 and Exhibit C of the Agreement shall only apply to the School Resource Officer or an officer acting in the capacity of the School Resource Officer while conducting duties as the School Resource Officer; it shall not apply to other law enforcement officers from the Plainfield Police Department or any other law enforcement agency.

Approved this 1st day of July, 2026.

Board of Education of Plainfield
Consolidated School District 202,

City of Joliet,

By: _____
Superintendent

By: _____
Chief of Police



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-10017

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Robert Brown, Interim Chief of Police

SUBJECT:

Resolution Authorizing a FOID Enforcement Grant Program Agreement Between the State of Illinois ("State") and the City of Joliet ("Joliet")

BACKGROUND:

The purpose of the Firearm Owner's Identification ("FOID") card enforcement grant is to conduct enforcement operations against persons whose FOID cards are revoke or suspended and to collaborate with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012. The State has offered a grant to Joliet in the amount of \$25,217.00 to facilitate this program. The program will focus on individuals that are a present and clear danger to themselves or others.

CONCLUSION:

The Joliet Police Department is requesting authorization to accept the grant and continue this program in Joliet

RECOMMENDATION:

Based on the above, it is recommended that the Mayor and City Council approve a resolution to accept the grant for the FOID Enforcement Grant Program in the amount of \$25,217.00.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING A FOID ENFORCEMENT GRANT PROGRAM AGREEMENT
BETWEEN THE STATE OF ILLINOIS ("STATE") AND THE CITY OF JOLIET ("JOLIET")**

**BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS
FOLLOWS:**

SECTION 1: That the Mayor and the City Council authorize The City Manager to execute
the FOID Enforcement Grant in Exhibit A on behalf of the City of Joliet.

SECTION 2: This Resolution shall take effect upon its passage.

PASSED this _____ day of _____, 2026

MAYOR

CITY CLERK

VOTING YES _____

VOTING NO _____

NOT VOTING _____



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, State Police
AND
Joliet Police Department**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and Joliet Police Department (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.

[State Police]

By: _____
Signature of [Head of Grantor], [Title]
By: _____
Signature of Designee
Date: _____
Printed Name: _____
Printed Title: _____

Designee

[Joliet Police Department]

By: _____
Signature of Authorized Representative
Date: _____
Printed Name: _____

Printed Title: _____
E-mail: _____

By: _____
Signature of Second Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Second Grantor Approver

By: _____
Signature of Second Grantee Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable
Date: _____
Printed Name: _____
Printed Title: _____

Third Grantor Approver

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 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

"Grantee Compliance Enforcement System" has the same meaning as in 44 Ill. 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 Ill. Admin. Code 7000.30.

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

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

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

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

"Period of Performance" has the same meaning as in 44 Ill. 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" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"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 07/01/2026 and expires on 06/30/2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds \$25,217.00, of which 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**):

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is , the federal awarding agency is , and the Federal Award date is . If applicable, the Assistance Listing Program Title is and Assistance Listing Number is . The Catalog of State Financial Assistance (CSFA) Number is 493-80-2595 and the CSFA Name is FY27 State Police Revocation Enforcement. If applicable, the State Award Identification Number (SAIN) is N/A.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and NA1XCERT8N53 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: 366088568 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 Governmental Unit

*Grantee must select "Tax Exempt" if Grantee is doing business as a corporation that is tax exempt.

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**. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 Ill. 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 Government-wide 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 up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *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)(9) 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(g)(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 adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also 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, including applicable programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, 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 reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific 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

III. 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 at least \$1,000,000 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 at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. 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 \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 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 \$750,000 in State-issued Awards, but expends at least \$500,000 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 at least \$1,000,000 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 \$1,000,000 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)(3).

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

(i) Pursuant to a funding failure under Paragraph **Error! Reference source not found.**;

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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 **Error! Reference source not found.** 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**

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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 officer or 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 **Error! Reference source not found.** Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant any 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 200.317-200.327 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The grantee will utilize grant funds in accordance with this purpose as outlined below:

The purpose of the FOID enforcement grant program is to facilitate the sharing of information and development of partnerships within the Violent Crime Intelligence Task Force to reduce and prevent illegal possession and use of firearms, solve firearm-related crimes, and otherwise reduce violent crimes in Illinois. The grantee will utilize grant funds for the sole purposes of:

- a. Conducting enforcement operations against persons whose Firearm Owner's Identification Cards have been revoked or suspended and persons who fail to comply with the requirements of Section 9.5 of the Firearm Owners Identification Card Act, prioritizing individuals presenting a clear and present danger to themselves or to others under paragraph (2) of subsection (d) of Section 8.1 of the Firearm Owners Identification Card Act; and
- b. Collaborating with members of the Violent Crime Intelligence Task Force to enforce provisions of the Firearm Owners Identification Card Act, the Firearm Concealed Carry Act, the Firearm Dealer License Certification Act, and Article 24 of the Criminal Code of 2012.

The Grantee will remain in compliance with Firearm Safety Enforcement Detail Protocols. The protocols provide standards pertaining to pre detail preparation, detail execution and post detail operations.

Firearm Safety Enforcement Detail Protocols

1. Inform the area Zone Gun Liaison Officer (GLO) of the date, time, and area of detail. GLO has the option to participate as an active enforcement participant or may assist in the coordination of the detail with the agencies detail commander. Prior to the start of the first detail, the detail commander will discuss the operation with the Zone GLO.
2. Agency must sign up for the Illinois State Police (ISP) Firearms Services Bureau (FSB) Law Enforcement portal. This is where the most current and updated information reference an individual's Firearm Owner's Identification (FOID) card status may be found. www.ispfsb.com

3. Conduct a search under the Reports tab by submitting the County of your request. You may then sort the spreadsheet by your municipality or by the other sortable columns. It recommended that your agency tier/prioritize enforcement by revocation reason consistent with your departments risk assessment.

4. Conduct a workup of each individual through the Statewide Terrorism Intelligence Center (STIC). Items in the workup will include but are not limited to criminal history, driver's license response, FOID card response, Concealed Carry License (CCL) response, telephone number and if deemed necessary the Firearm Transfer Inquiry Program (FTIP) response.

5. Conduct a de-confliction of the subject and residence using STIC or other databases used by the detail agency.

6. A detail operations briefing will be conducted consistent with the detail agency standard operating procedures.

7. Once contact is made with the subject:

- Advise of FOID status

- Advise statutory requirements

- Determine if the letter was received and if not, provide a copy

- State officer's intention on scene

- Take into possession FOID card if available/If CCL holder take CCL

or combination FOID/CCL card into possession. If "Lost", ensure it is documented on the Firearm Disposition Report ISP 2-636 and upload to the ISP Law Enforcement Portal.

- Assist in transferring possession of firearms to someone who can legally possess them and complete a Firearms Disposition Record. If no firearms are possessed by the subject, a Firearms Disposition record shall still be completed.

- Officer receives completed Firearm Disposition Record (FDR). If the officer is unable to provide a copy of the FDR on scene, one shall be provided at a later time (emailed copy is acceptable).

After detail completion:

- If FOID was surrendered and taken into custody by the agency for a revoked FOID status, the agency will destroy the FOID card and mark in the law enforcement portal that card was destroyed. If the FOID card or FOID/CCL combination card was taken into custody with a suspended status, the card may be transferred to the individual taking possession of the firearms and noted on the Firearms Disposition Record.

- If the CCL was taken into custody, it will be sent back to Illinois State Police Firearm Services Bureau 801 S. 7th St. Springfield, IL. 62073.

- The Firearms Disposition Record will be scanned into the Law Enforcement Portal with the original destroyed.

- The monthly performance report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.

- The quarterly financial report will be completed on an Excel Spreadsheet and uploaded in addition to required fields completed in AmpliFund within seven (7) days following the reporting period.

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the expenditures and projects listed in the Grantee's approved Application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse for those expenditures that are specifically listed on the approved Application and incurred within the performance period.

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

1. The Grantee shall complete the monthly performance report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.
2. The Grantee shall complete the quarterly financial report on an Excel Spreadsheet and uploaded in addition to required fields in AmpliFund within seven (7) days following the reporting period.
3. The grantee is required to perform each of the following tasks: conducting compliance checks, seizing firearms, collecting and destroying revoked FOID and CCL Cards, uploading information into the law enforcement portal, and making arrests where appropriate.

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

<u>GRANTOR CONTACT</u>		<u>GRANTEE CONTACT</u>	
Name:	Sergeant Jacob Duro	Name:	Maria Hernandez Green
Title:		Title:	
Address:	801 S 7th St Suite 300-A Springfield, IL 62703	Address:	150 W Washington Street Joliet, IL 60432
			<u>GRANTEE PAYMENT ADDRESS</u> (If different than the address above)
		Address:	

FOR GRANT ADMINISTRATION			
<u>GRANTOR CONTACT</u>		<u>GRANTEE CONTACT</u>	
Name:		Name:	Maria Hernandez Green
Title:		Title:	
Address:		Address:	150 W Washington Street Joliet, IL 60432
Phone:		Phone:	(815) 724-3217
TTY#:		TTY#:	
Email Address:		Email Address:	mgreen@jolietcity.org

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

Grantee shall enter required performance data and upload the Excel spreadsheet, no later than the seventh day following the end of every month. If no activity is generated in a given month, the information shall still be submitted in the previously noted time frame. No activity on the will be noted as "0" in the appropriate boxes.

The Grantee shall maintain payroll records and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. Excel spreadsheet for quarterly financial should be uploaded and required information entered into Amplifund within seven (7) days following the reporting period.

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

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.

Each Agency shall opt into "Data Sharing" on the ATF E-Trace Portal.

Each Agency shall assist the Illinois State Police in complying with 5 ILCS 830, Gun Trafficking Act. The Illinois State Police is required to use all reasonable efforts, as allowed by State law and regulations, federal law and regulations, and executed Memoranda of Understanding between Illinois law enforcement agencies and the U.S. Bureau of Alcohol, Tobacco, Firearms and Explosives, in making publicly available, on a regular and ongoing basis, key information related to firearms used in the commission of crimes in this State, including, but not limited to: reports on crimes committed with firearms, locations where the crimes occurred, the number of persons killed or injured in the commission of the crimes, the state where the firearms used originated, the Federal Firearms Licensee that sold the firearm, the type of firearms used, if known, annual statistical information concerning Firearm Owner's Identification Card and concealed carry license applications, revocations, and compliance with Section 9.5 of the Firearm Owners Identification Card Act, the information required in the report or on the Illinois State Police's website under Section 85 of the Firearms Restraining Order Act, and firearm dealer license certification inspections.

PART TWO –GRANTOR-SPECIFIC TERMS

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

[Here is where Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of **PART TWO** should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART TWO**.]

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

The Grantor has the following additional requirements for its Grantee:

1. The Grantee must be a member of the Illinois State Police Violent Crime Intelligence Task Force (VCITF). In order to become a member of the VCITF, an Intergovernmental Operating Agreement (IGA) between the Grantee Department and the Illinois State Police must have been fully executed (IGA is attached and must be completed if not already a member of the VCITF).
2. The Grantee Department will provide a W-9 for their Law Enforcement Department at the time of application by uploading into AmpliFund.
- 3). Comply with required monthly performance reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.
4. Comply with required quarterly financial reporting within seven (7) days after the end of each reporting period by uploading Excel spreadsheet and entering required information into AmpliFund.
5. No close out report required as all information will be documented on the June 2026 monthly performance and the Quarter 4 financial reporting spreadsheets and entries in AmpliFund.

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:

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 18.2, 20.1, and 22.11 for information that may be required in this **PART THREE**.]

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:

The Grantor has the following additional requirements for this Project:

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. ISP 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.



City of Joliet

150 West Jefferson Street
Joliet, IL 60432

Memo

File #: TMP-10037

Agenda Date: 7/7/2026

TO: Public Safety Committee

FROM: Kevin Sing, Director of Finance

SUBJECT:

Resolution Declaring Property of the City of Joliet as Surplus (Tri-County Auto Theft Taskforce)

BACKGROUND:

The Tri-County Auto Theft Taskforce is 100% funded by a grant from the State of Illinois Motor Vehicle Theft Prevention Council. Grant expenditures are approved by the Motor Vehicle Theft Prevention Council and the Tri-County Auto Theft Taskforce Board. Since Tri-County is not a legal entity, the City of Joliet is the grantee and legal entity for the Taskforce. As such all property held by the taskforce is owned by the City of Joliet.

The Taskforce received a 2014 Ford Explorer from the Grundy County Sheriff in 2021 and now is returning the vehicle to the Grundy County Sheriff. This prompts the need to declare the vehicle as surplus so that it can be returned:

Year	Make/Model	Vin
2014	Ford Explorer	1FM5K8AR3EGB79785

CONCLUSION:

Approval of this item will allow the vehicle to be returned to the Grundy County Sheriff.

RECOMMENDATION:

RESOLUTION NO.

RESOLUTION DECLARING PROPERTY OF THE CITY OF JOLIET AS SURPLUS

WHEREAS, the City of Joliet is a home rule unit of local government and Article VII, Section 6(a) of the Illinois Constitution of 1970 provides that except as limited by this Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City of Joliet is the owner of certain property/ surplus vehicles described as follows; and

Year	Make/Model	Vin
2014	Ford Explorer	1FM5K8AR3EGB79785

WHEREAS, said equipment is no longer necessary and useful to the City of Joliet and Tri County; and

WHEREAS, the City of Joliet and the Tri County Auto Theft Task Force return the vehicle to the Grundy County Sheriff.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JOLIET AS FOLLOWS:

SECTION 1: The City Council finds that the property described herein is no longer necessary and useful to the City of Joliet/Tri County Auto Theft Taskforce.

SECTION 2: The City Manager is directed to work with the Tri County Executive Director to trade in the above surplus vehicles on the purchase of a new vehicle(s). The remaining purchase price will be funded through the State of Illinois Motor Vehicle Theft Prevention Council grant to the City of Joliet for the Tri-County Auto Theft Taskforce.

SECTION 3: All Resolutions or parts of Resolutions conflicting with any of the provisions of this Resolution shall be, and the same, are hereby repealed.

SECTION 4: Be it further resolved that the passage of the Resolution be inscribed permanently in the records of the proceedings of the Joliet City Council.

SECTION 5: This Resolution shall be in full force and effect from and after its passage, approval and recording, according to law.

PASSED this _____ day of _____, 2026.

MAYOR

CITY CLERK

VOTING YES: _____

VOTING NO: _____

NOT VOTING: _____