

Tazewell County Board

James Carius Community Room

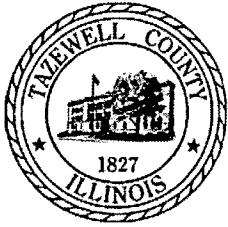
Wednesday, June 26, 2019

David Zimmerman, Chairman of the Board

Tim Neuhauser, Vice-Chairman of the Board



COUNTY BOARD AGENDA	1
<u>RESOLUTIONS:</u>	
HEALTH SERVICES HS-19-03	3
TRANSPORTATION T-19-28	7
FINANCE F-19-05	9
FINANCE F-19-13	27
FINANCE F-19-14	29
HUMAN RESOURCES HR-19-16	31
HUMAN RESOURCES HR-19-17	33
EXECUTIVE E-19-100	38
EXECUTIVE E-19-101	43
EXECUTIVE E-19-98-IP	110
EXECUTIVE	137
PEKIN LANDFILL MOWING	3
SPRAY PATCHING	7
ABILA MIP FUND ACCOUNTING SOFTWARE	9
TRANSFER REQUEST FOR COURT SERVICES	27
FY20 BUDGET PARAMETERS	29
GUARDIAN AD LITEM TO FULL TIME	31
FULL TIME PUBLIC DEFENDER	33
COUNTY DELINQUENT TAX RESOLUTION	38
DOAP AGREEMENT FOR WE CARE, INC	43
PRECINCT BOUNDARIES AND POLLING LOCATIONS	110
REAPPOINTMENT	137
<u>SUPPLEMENTS:</u>	
IN-PLACE EXECUTIVE COMMITTEE AGENDA	138
JULY 2019 CALENDAR OF MEETINGS	139



TAZEWELL COUNTY BOARD

James Carius Community Room
Wednesday, June 26, 2019 - 6:00 p.m.

David Zimmerman - Chairman of the Board
Tim Neuhauser - Vice Chairman of the Board

- A. Roll Call
- B. Invocation and Pledge of Allegiance
- C. Communications from members of the public and county employees
- D. Communications from elected and appointed county officials
- E. **In-Place Executive Committee meeting**
- F. Approve the minutes of the May 29, 2019 County Board Proceedings
- G. Consent Agenda:

Health Services:

- HS-19-03 1. Approve bid for mowing at the Pekin Landfill

Transportation

- T-19-28 2. 19-00000-09-GM – Tazewell County – Spray Patching

Finance:

- F-19-05 3. Approve agreement for Abila MIP Fund Accounting software
- F-19-13 4. Approve transfer request for Court Services
- F-19-14 5. Approve the FY20 Budget Parameters

Human Resources:

- HR-19-16 6. Approve position of Guardian Ad Litem from part time to full time
- HR-19-17 7. Approve moving two unfunded part time Public Defenders into one full time Public Defender position

Executive:

- E-19-100 8. Approve County Delinquent Tax Resolution
- E-19-101 9. Approve execution and amendment of the Downstate Operating Assistance Grant Agreement for We Care, Inc.
- E-19-98** 10. Approve changes to the precinct boundaries and polling locations
Upon approval of In-Place meeting

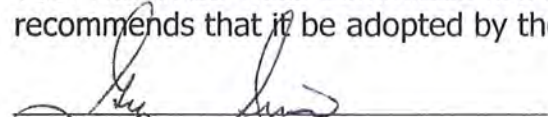
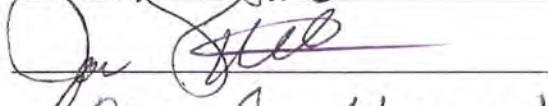
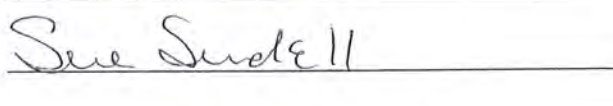
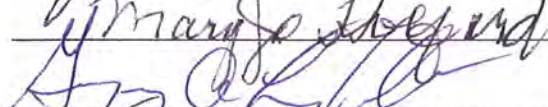
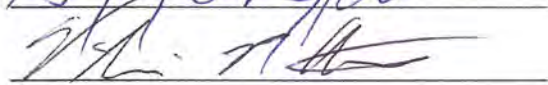
Appointments/Reappointments

- E-19-99 a. Reappointment of Mark Berg to the Spring Lake Drainage District
- H. Unfinished Business
- I. New Business
- J. Review of approved bills
- K. Approve the July 2019 calendar
- L. Recess to July 31, 2019

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Health Services Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

	_____
	
	_____
	_____

RESOLUTION

WHEREAS, the County's Health Services Committee recommends to the County Board to approve the bid for mowing at the Pekin Landfill; and

WHEREAS, the amount budgeted for mowing twice during 2019 was \$10,000 and the lowest responsible bid was for \$11,290.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Health Department Administrator, the Solid Waste Planning Director and the Auditor of this action.

PASSED THIS 26TH DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Tazewell County Health Department 21306 Illinois Route 9 Tremont, Illinois 61568 Amy Fox -- Administrator	Request for Quotations	Phone: (309) 925-5511 FAX: (309) 925-4381 E-Mail: tazcoth@tchd.net
--	-------------------------------	--

Municipality (Not Applicable)	Company Dahm Enterprises, Inc
County Tazewell	Representative Bryan Dahm
Township (Not Applicable)	Address 2720 Raffel Rd. Woodstock, IL 60098
Project Pekin Landfill – 2019 Mowing	Telephone 815-482-2088

- (1) Quotations will be received in the office of the Health Dept. Administrator until 4:30 o'clock P. M. June 6, 2019, for improvements that are a part of Project Pekin Landfill – 2019 Mowing, and at that time publicly opened and read.
- (2) The right is reserved by the Awarding Authority to reject any or all quotations.

By Order of Tazewell County Board

Amy Fox, Administrator 05/24/2019
Name, Title Date

1. Applicable Specifications and Special Provisions are enclosed.
2. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals.
3. Submission of a quotation shall be conclusive assurance and warranty the bidder has examined the Site and Existing Facilities, Specifications and Special Provisions and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
4. The bidder shall take no advantage of any error or omission in the proposal.
5. All proposals shall be filed prior to the time and at the place specified above. Proposals received after the time specified may be rejected at the sole discretion of the Awarding Authority.
6. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing, via facsimile, via e-mail or in person before the time for the deadline for receipt of proposals specified above.
7. In case of conflict between this Request for Quotations, including all Specifications and Special Provisions, and any part, or parts, of the Proposal of the successful Bidder, said Request for Quotations, including all Specifications and Special Provisions, shall take precedence and shall govern.
8. Written quotations may be delivered to the mailing address above, transmitted via facsimile to the FAX number above or transmitted electronically to the e-mail address above.

Schedule of Prices				
Item	Delivery	Approximate Quantity	Unit Price	Amount
Mowing Pekin Landfill	N.A.	1 Lump Sum		
Mid July Mowing		Lump Sum	\$4,820	\$4,820
Late October Mowing		Lump Sum	\$6,470	\$6,470

The undersigned agrees to furnish and install any or all of the above materials upon which prices are quoted at the above quoted unit prices subject to the following conditions:

- (1) It is understood and agreed that the current "Standard Specifications for Road and Bridge Construction" adopted by the Department of Transportation shall govern insofar as they may be applied and insofar as they do not conflict with the special provisions and supplemental specifications attached hereto.
- (2) It is understood that quantities listed are approximate only and that they may be increased or decreased as needed to promptly complete the work at the above unit price quoted. Quotations with limits or conditions may be rejected at the sole discretion of Tazewell County.
- (3) The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid-rotating.

Bidder Dahm Enterprises, Inc By Bryan Dahm
 Address 2720 Raffel Rd. Woodstock, IL 60098 Title President

Accepted By _____ Date _____
 David Zimmerman, Chair
 Tazewell County Board

Attest _____ Date _____
 John Ackerman, Clerk
 Tazewell County, Illinois

Substance Abuse Prevention Program Certification

Project: Pekin Landfill - 2019 Mowing

County: Tazewell County

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

- A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative

Date

- B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Dahm Enterprises, Inc

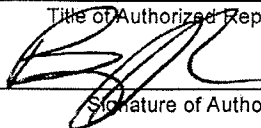
Contractor/Subcontractor

Bryan Dahm

Name of Authorized Representative (type or print)

President

Title of Authorized Representative (type or print)



Signature of Authorized Representative

6/4/19

Date

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

Your Transportation Committee has considered the following RESOLUTION and recommends that it be adopted by the Board.

RESOLUTION

WHEREAS, the Transportation Committee received bids; and

WHEREAS, subject to the approval of the County Board and the Illinois Department of Transportation, accepted the following low bid:

Section 19-00000-09-GM (Spray Patch – Broadway Road - CH 19 & Various): To Midstate Asphalt Repair, Inc., in the amount of \$65,730.00, to be paid from County Matching Tax Funds, Line Item 206-311-544-110.

THEREFORE BE IT RESOLVED that the County Board award the contract as recommended by the Transportation Committee.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman, Illinois Department of Transportation, and the County Engineer of Highways of this action.

ADOPTED this 26th day of June, 2019

ATTEST:

County Clerk

County Board Chairman

STATE OF ILLINOIS
TABULATION OF BIDS

Sheet 1 of 1

Tazewell County				DATE: June 17, 2019		Midstate Asphalt Repair, Inc.			
Spray Patch									
Sec. 19-00000-09-GM(Non-MFT)				BID: \$ 65,730.00		BID: \$ -		BID: \$ -	
ITEM NO.	ITEM	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	BITUMINOUS MATERIALS CRS-2	GALLON	8400	\$ 7.05	\$ 59,220.00		\$ -		\$ -
2	COURSE AGGREGATE CA-16	TON	210	\$ 31.00	\$ 6,510.00		\$ -		\$ -

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
<i>Nick Weff</i>	<i>Mindy Daj</i>
_____	_____
<i>Carroll Imig</i>	<i>Phil T. [unclear]</i>
_____	_____
<i>Loni Ninton</i>	<i>Mark Scortino</i>
_____	_____
<i>[unclear]</i>	<i>Nancy Prockel</i>
_____	_____
	<i>Monica Cornett</i>

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to accept the proposal from Zobrio for Abila MIP Fund Accounting; and

WHEREAS, the Abila MIP Accounting System software is currently utilized by the Health Department and this agreement will allow for expansion to all County offices; and

WHEREAS, this system will replace the BUCS Accounting software and the CHIPS Payroll software; and

WHEREAS, authorization is granted to the County Board Chairman to sign and execute the Agreement to proceed with the new system upon approval.

THEREFORE BE IT RESOLVED that the County Board approve this agreement.

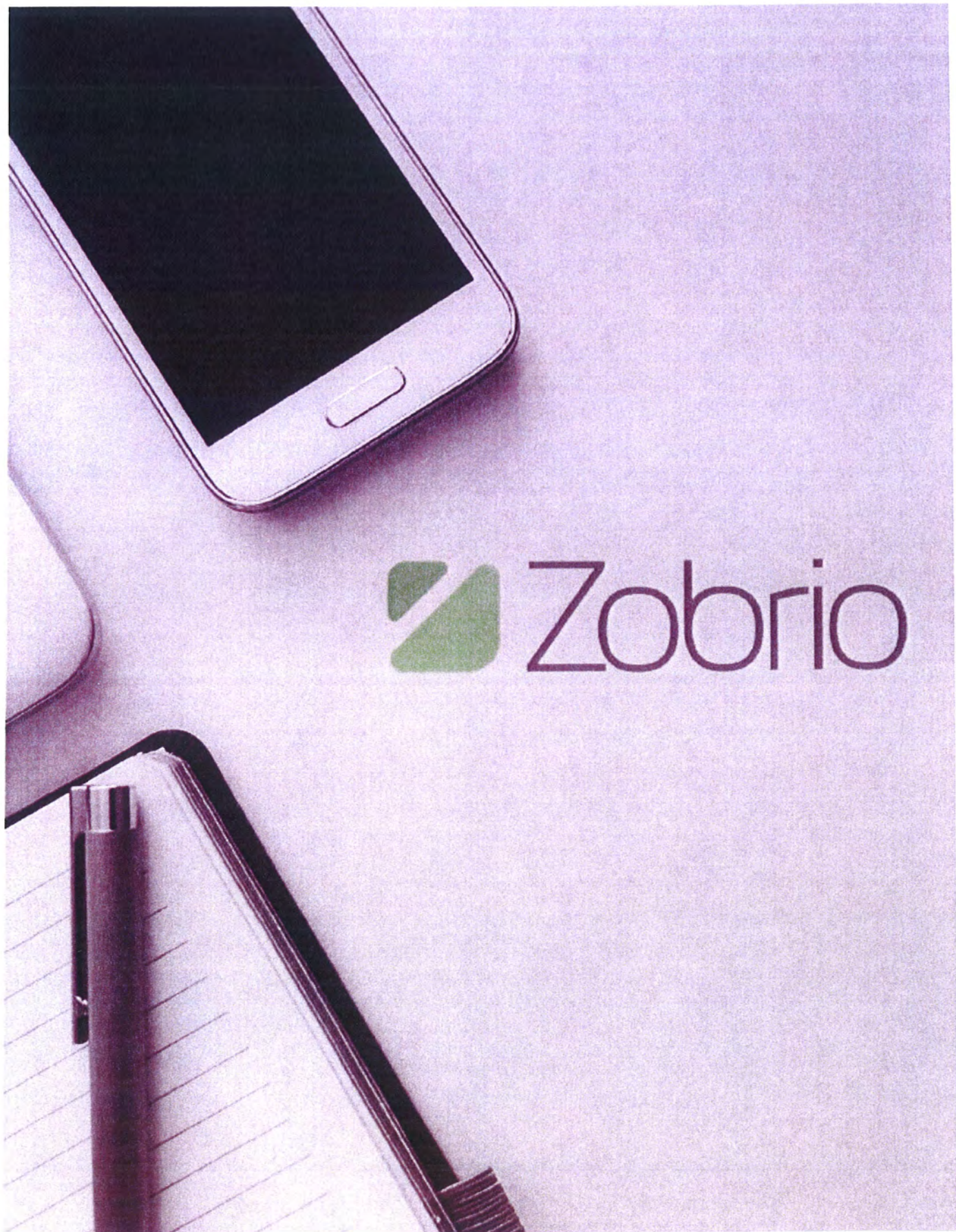
BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the County Administrator and the Auditor of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



June 13, 2019

Shelly Hranka
County Auditor
McKenzie Building
11 S 4th St Ste 120
Pekin IL 61554

Zobrio is pleased to submit our proposal to replace your current accounting software. Zobrio is proposing to install Abila MIP with Zobrio Cash Management. **Our contract is a completely unified solution that meets all requirements**, including project management, software configuration, acceptance testing, documentation, onsite training, software maintenance and support. This is a completely unified product.

Zobrio Strengths

Zobrio is a local company that understands the needs of your organization. We are just a short drive from your office, and we have other clients in your region. Zobrio will provide a dedicated consultant to this project that has experience with your organization. We have carefully researched the needs of your organization and feel that the scope we are providing is complete and well planned. We feel confident that we understand your unique challenges.

Implementing fund accounting and support the network is all we do. We are not also selling different software to other offices. This is our total focus. Our goal is to be the best at what we do. Once you begin branching out into other areas, your whole operation becomes less focused on your true mission. Our commitment to fully integrated solutions and to our client base is unsurpassed. We have established ourselves as the recognized market leader in the area of government financial solutions.

In Summary

Zobrio has earned our position in the marketplace based on excellent references, visionary leadership, and outstanding team members who put the client first. We offer a very low-risk option with a very high return on investment for this financial solution.

Our team looks forward to working with and for you on this project. If you have any questions, please contact us at the numbers listed below.

Respectfully submitted,



Matthew Kreutzer, Sales Manager
Mobile (314) 315-3639
Office (314) 732-4756
E-Mail matthew.kreutzer@zobrio.com

1. PARTIES

This Contract (hereinafter called "Contract") is entered into by and between Zobrio, Inc., (hereinafter called "Contractor"), and Tazewell County, IL (hereinafter called the "Client" or "Tazewell County, IL"). Contractor and the Tazewell County, IL hereby agree to the following terms and conditions.

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Contract shall not be effective or enforceable until it is approved and signed by Tazewell County, IL (hereinafter called the "Effective Date"). Tazewell County, IL shall not be liable to pay or reimburse Contractor for any performance hereunder including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, And Approval

Authority to enter into this Contract exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Contract.

C. Purpose

This Contract is to purchase the following:

- Abila MIP fund accounting software modules as fully detailed in Exhibit A
- Zobrio Cash Management banking and receipting software
- Implementation services.

D. References

All references in this Contract to sections, subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Contract

"Contract" means this Contract, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Contract, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Illinois State law.

B. Exhibits

The following are attached hereto and incorporated by reference herein: Exhibit A (Proposed Solution), Exhibit B (Investment Summary) Exhibit C (Statement of Work), Exhibit D (Annual Support) and Exhibit E (Terms and Conditions).

C. Goods

“Goods” means tangible material acquired, produced, or delivered by Contractor either separately or in conjunction with the Services Contractor renders hereunder.

D. Services

“Services” means the required services to be performed by Contractor pursuant to this Contract.

Exhibit A: Proposed Solution

Tazewell County, IL agrees to purchase the following modules as part of this Contract. Tazewell County, IL has reviewed the functionality of each module and accepted functionality. This Contract encompasses only the modules contained in Exhibit A: Proposed Solution. Additional modules can be purchased upon further review and approval from the Tazewell County Board.

ACCOUNTS PAYABLE (AP)

The Accounts Payable module is used to centralize all vendor, invoicing, payment, and 1099-eligible information. You can pay invoices from multiple cash accounts, including pooled cash or clearing accounts. Accounts Payable transactions post to the General Ledger for financial statement reporting. AP can also print 1099 forms.

ACCOUNTS RECEIVABLE REPORTING and BILLING (AR)

Accounts Receivable reporting allows you to track and all revenue streams while managing their information.

Accounts Receivable can create invoices, manage payments and create client statements. You can also invoice using custom billing schedules.

BUDGET MANAGEMENT (BM)

Use the budgeting module to empower strategic decision making in your organization. Create an unlimited number of customized budgets for any timeframe including cross-year budgets. Easily manage your budgets with single-click budget control enforcement and avoid the risk of overspending with built-in alerts that can be activated. Forecast and create *what-if* scenarios to ensure a strong financial position for your organization in the future. See how transactions will affect your outstanding budget in real time as they are created with a budget view available directly within the transaction entry.

DATA IMPORT / EXPORT (D I/E)

Use the Data Import / Export module to eliminate time-consuming duplicate entry or to reduce errors from manual data entry.

Users can also facilitate the transfer of information such as general ledger entries from outsourced payroll or other systems and accounts receivable information from specialized billing systems directly into MIP Fund Accounting.

DIRECT DEPOSIT

Give your employees the convenience of electronically-deposited pay including the option to deposit their pay into multiple accounts automatically with each paycheck.

ELECTRONIC REQUISITIONS (ER)

Improve the availability of information for pre-purchase decision making with Electronic Requisitions. Review the impact of current requests with our one-click budget checking tool. Be notified of any requisition request

status changes via email. Approve or reject requisitions directly from your mobile device such as an iPhone or Android device.

EMPLOYEE WEB SERVICES

Streamline timesheet entry and provide employees and managers 24/7 web access to their pay stub, benefit information, and other important employee messages. Many timesheet entry preferences are available including the option to record hours by multiple cost centers.

Allow Human Resources teams to focus on managing employees rather than handling mundane information requests. Employee Web Services provides seamless and secure integration with the Human Resources and Payroll modules for a completely integrated solution.

ENCUMBRANCES (E)

Easily reserve funds for planned expenditures or commitments and improve your tracking and compliance for reporting. Include encumbrances on financial reports and within the budget checking tool in Abila MIP measure true budget performance.

FIXED ASSETS (FA)

Track assets, easily calculate depreciation, automatically generate depreciation and disposal entries in the General Ledger.

Quickly enter new assets using Quick Asset Entry when recording purchases in Accounts Payable, Cash Disbursements, or Purchase Orders.

FORMS DESIGNER (FD)

Make every document coming from your organization such as billing statements, check stock, and purchase orders look consistent and professional.

Create custom preferences such as automatically including manager signatures on checks under a defined value.

GENERAL LEDGER (GL)

Track financial information in a way that works best for your organization using a flexible, segmented chart of accounts.

The General Ledger tracks cash receipts, cash disbursements, journal vouchers, and other financial transactions.

The General Ledger also provides you with an easy-to-use report writer directly within the application.

HUMAN RESOURCES (HR)

Streamline your payroll process by making updates and changes to employee information from directly within the Human Resources module.

Integration between your payroll and Abila MIP product provides quick and easy HR reporting (including FMLA and EEO) and tax form population. Employee data including certification, education, review dates and benefit plan adjustments is easily and efficiently tracked.

PAYROLL

Produce timely and accurate pay for the employees who keep your organization moving forward. Generate fully-allocated accounting entries and keep comprehensive employee records using the payroll module.

We stay up-to-date on tax rates so you don't have to. Stay fully tax compliant with paper and eFiling options for both State and Federal forms.

PURCHASE ORDER (PO)

This complete purchasing solution includes easy-to-use Purchase Order entry and strong reporting functionality. The solution integrates seamlessly with Accounts Payable and Receivable. Stay within your budget using the one-click budget check feature.

ZOBRIO CASH MANAGEMENT

Zobrio Cash Management provides full visibility into all the County's cash transactions. Zobrio Cash Management brings your remote collection points together using remote cash receipting.

Key Features

- Cash balance views
- Automatic bank reconciliations
- Remote receipt entry
- Audit trails
- Credit card reconciliation
- Cash book views

Exhibit B: Investment Summary

Below is a summary of the complete Abila MIP and Zobrio Cash Management Subscription software solution and appropriate services based on implementation planning and other communications.

ABILA MIP FUND ACCOUNTING – Cloud Subscription

Description	Qty	Monthly Cost	Annual Cost
Abila MIP Fund Accounting Cloud Subscription		\$2,532	\$30,384
Included MIP Fund Accounting Users	15	Included	
General Ledger		Included	
Accounts Payable		Included	
Accounts Receivable Reporting and Billing		Included	
Bank Reconciliation		Included	
Budget Management		Included	
Data Import/Export		Included	
Purchase Orders		Included	
Forms Designer		Included	
Fixed Assets		Included	
Encumbrances		Included	
Payroll		Included	
Direct Deposit		Included	
Human Resources (up to 500 Active Employee Records)		Included	
HR Module Users	3	Included	
Employee Web Services (up to 500 Active Employee Records)		Included	
Electronic Requisitions		Included	
Electronic Requisition Users	15	Included	
Zobrio Cash Management		Included	
Zobrio Cash Management User	15	\$800	\$9,600
Year-1 Abila MIP Client Care Agreement Support			\$6,400
Abila MIP Cloud One-Time Initialization Fee			\$1,825
Year 1 Abila MIP Cloud and Zobrio Cash Management Subscription, Support and One-Time Initialization Fee		\$3,332	\$48,209
Year 2 Abila MIP Cloud and Zobrio Cash Management Subscription and Support		\$3,332	\$46,384
Year 3 Abila MIP Cloud and Zobrio Cash Management Subscription and Support		\$3,332	\$46,384

Zobrio, Inc. SERVICES – *Estimated Time and Material to be billed as incurred

Description	Hour Qty	Unit Price	Upfront Total
Project Management	16	185	\$2,960
Discovery	8	185	\$1,480
System Design	8	185	\$1,480
Modules: GL, AP, AR, FA Setup, Build, and Implementation	60	185	\$11,100
Payroll Module Setup, Build, and Implementation	29	185	\$5,365
Human Resources Module Setup, Build, and Implementation	16	185	\$2,960
Zobrio Cash Management Setup, Build, and Implementation	44	185	\$8,140
Go-Live and Post Go-Live Assistance	12	185	\$2,220
Training	16	185	\$2,960
Cost of Client Services			\$38,665

Total Year 1 Investment **\$86,874**

*Note: Time and Material hours will be billed as incurred over the life of the project. All invoices are due upon receipt.

Payment Schedule:

Description	Number of Payments	Monthly Amount	Total Amount
Payment Due Upon Contract Signing			
Year-1 Abila MIP Client Care Agreement Support	1		\$6,400
Abila MIP Cloud One-Time Initialization Fee	1		\$1,825
Total Due Upon Contract Signing	1		\$8,225
Year 1 Abila MIP Cloud and Zobrio Cash Management Subscription	12	\$3,332	\$39,984
Client Services – Billed as incurred			\$38,665
Total Year 1 Investment			\$86,874

Exhibit C: Statement of Work

The Zobrio, Inc Applications Services team will perform all services associated with the implementation and training of MIP Fund Accounting software. Our collaborative implementation approach ensures that both the Zobrio consultants and the end users participate in the project's successful completion. Projects typically require 2 to 6 months of significant hands-on work from both parties. The final project timeline takes into consideration the MIP modules, the system design requirements and the client's availability.

Zobrio's Application Services team for this project will include a Project Manager and one or more Implementation Consultants. The Project Manager will oversee and direct the project's deliverables and progress. The Implementation Consultants will be responsible for the implementation tasks associated with the MIP Fund Accounting software and Zobrio Cash Management solution.

Our Implementation Team will develop a detailed timeline with target dates for the project deliverables, which will provide an accountability structure for the implementation process. Regular status calls will include an opportunity for the client to discuss, review, and approve the status documents.

Below are the key activities or deliverables of a typical Abila MIP and Zobrio Cash Management implementation.

Zobrio's Services Overview and Deliverables

Project Management

- Includes scheduling, communication, document management, guidance, review meetings, and general Zobrio-to-client interaction
- Conduct status call meetings from the initial project kick-off to go-live to handoff to Zobrio Client-Care Help Desk
- Resolve any client requests, scope changes, or roadblocks

Discovery

- Includes ongoing meetings throughout the implementation process for each module
- Discuss and evaluate the client's current business processes, financial systems use, and preferences
- Establish system design goals, general requirements, and training plan
- Establish end-user workflow design
- Establish data migration workflow design
- Finalize the project timeline and go-live date(s)

System Design

- Identify module-specific requirements, including data structure, reporting and forms, external data incorporation, security, and training components
- Map the current components to the new requirements
- Develop module-specific templates for client participation in providing data and finalizing decisions

Modules: GL, AP, AR, FA Setup, Build, and Implementation,

- General Ledger

- Includes the chart of accounts structure and values, prior-year monthly summary balances, current-year budget, standard financial statement and reconciliation reports
- Accounts Payable
 - Includes migrated vendor information and associated transaction record structure with open balances, incorporating purchase orders with encumbrances and electronic requisitions
- Accounts Receivable
 - Includes migrated client information and associated transaction record structure with opening balances
- Fixed Assets
 - Includes migrated asset information and associated transaction record structure with accumulated totals
- All Modules
 - Complete the setup and build process, incorporating completed templates
 - Review components with the client and incorporate changes
 - Finalize test database and approval process, incorporating initial overview training
 - Incorporate test database changes into production database
 - Conduct pre go-live training
 - Provide go-live and post-go-live support

Payroll Module Setup, Build, and Implementation

- Includes employee information and associated pay components record structure, incorporating a direct deposit pay option
- Complete the setup and build process, incorporating completed templates
- Review components with the client and incorporate changes
- Finalize test database and validation process, incorporating initial overview training
- Incorporate test database changes into production database
- Add historical pay information for current calendar year W2 reporting
- Conduct pre go-live training
- Provide go-live and post-go-live support

Human Resources Module Setup, Build, and Implementation

- Includes components for reporting, tax form population, and employee information tracking.
- Includes the Employee Web Services for self-service access and employee time entry
- Complete the setup and build process, incorporating completed templates
- Review components with the client and incorporate changes
- Conduct pre go-live training
- Provide go-live and post-go-live support

Zobrio Cash Management Setup, Build, and Implementation

- Includes receipting and cash transaction record structure, incorporating MIP cash transaction accounting
- Complete the setup and build process, incorporating completed templates
- Review components with the client and incorporate changes
- Finalize test database and validation process, incorporating initial overview training
- Incorporate test database changes into production database
- Conduct pre go-live training
- Provide go-live and post-go-live support

Go-Live and Post Go-Live Assistance

- Includes module-specific workflow review
- Assist with go-live date access and general use
- Provide regular support assistance for the first 30 days
- Transition end-users to Zobrio Client Care Help Desk

Training

- Includes module-specific functional training, incorporating general end-user workflow requirements
- Conduct remote and onsite training throughout the test database validation and pre go-live process

Client Responsibilities:

- Identify team members engaged in the Implementation project.
- Work with the Implementation Consultant to schedule the initial Project Kick-off call as well as other discovery sessions within a reasonable time during business hours.
- Provide workflow documents or diagrams for each area of the organization involved in the implementation project.
- Provide all documents regarding current batch processes, and/or interfaces with other applications included within the project.
- Provide the appropriate resources and skilled staff to successfully participate in the implementation project, as well as successfully use and manage the software upon completion.
- Complete and return all templates and questionnaires within a timely manner.
- Provide written approval of the proposed Project Management Plan for the MIP Implementation.
- Provide written approval of the proposed Change Management Plan.
- Provide a list of all usernames and passwords to be setup in the system.
- Provide acknowledgement that security settings within the MIP software are setup correctly.
- Input of all data into the forms Zobrio, Inc. provides. Once complete, the Implementation Consultant will validate and import the client's data file.
- Provide formal sign off-of all training agendas and timelines.
- Perform all User Acceptance Testing and, upon completion, provide a written sign-off that all data imported into MIP is correct.
- Have knowledge and access to the current legacy system to export data. Zobrio, Inc. will not have access to the client's legacy system.
- Perform the data crosswalk from the client's legacy system to the new MIP format (i.e. Old Chart of Accounts to the new Chart of Accounts)
- Coordinate within their organization for the scheduled Go-Live date. This may include the formal notification that MIP is now the database of record, the implementation of new internal business processes and/or new roles and responsibilities for key personnel.
- Extract historical data from the legacy system and import the data into the provided templates.
- Verify that all historical financial data balances correctly before importing into MIP.
- Schedule the appropriate personnel to attend the Transition to Support call.

Notes and Assumptions Regarding Client Services:

1. Post go-live support is limited to the first thirty days after the go-live date.
2. Zobrio is assuming the establishment of 1 organization/database. If additional databases or organizations are required as part of this project, a Change Order Request will be necessary and will result in additional costs.
3. Zobrio will implement the software solution based on the project plan. The success of this project depends on a coordinated effort and commitment of client's personnel. The client is expected to provide qualified personnel to participate in the project and to complete assignments based on the project plan timelines. Undue delays in the project may result in additional charges.

4. Zobrio will train the users on report creation. As part of the training, Zobrio will assist with the modification of up to five standard system reports currently used. Zobrio can be contracted to create specialized custom reports at our current hourly rate.
5. All expenses related to on-site visits are billable. These are typically for travel, meals, and hotels. No expenses will be paid by Client unless Zobrio first obtains written approval from Client to incur such expenses or bills.
6. The number of potential systems that need to be paired or integrated and their complexity may not be fully known at contract signing. All related system integration will be billable. No expenses will be paid by Client unless Zobrio first obtains written approval from Client to incur such expenses or bills.
7. Re-training of staff due to new hires, leave of absence, or other causes will not be covered.
8. It is the responsibility of the client to provide data to Zobrio in a mutually-agreeable file format. This will include beginning balances and employee payroll information.
9. This project assumes the client will design the Chart of Accounts. Zobrio will provide guidance to improve reporting and system performance.
10. Zobrio staff will assist with Chart of Accounts design, but the final approval will be from the client and their outside auditors.

Exhibit D: Annual Support

The Client Care Agreement is an annual elective support service, which is offered to existing clients that have been users of the software and seek a service agreement at a fixed price point and includes:

- Provide 800-number for basic helpdesk support relative to the currently licensed software products version level in their original or maintained form
- Product enhancements provided, as they become available to the existing version level of the currently licensed software products
- Software program operation and documentation materials will be made available to the Client for all software products that are currently licensed
- Payroll tax table updates

Specifically excluded are support needs related to the following:

- Enhancements or modifications to the software programs at the request of the user; such work would be considered a chargeable service
- Support to new software products that are not currently licensed or implemented in a production environment by the client
- Data restoration
- New hardware or network configuration
- Unsupported or sunsetted operating systems, hardware or network configuration
- Modification of existing server due to network changes
- Maintenance of existing server
- New operating systems versions
- New database or database management system versions
- Correction of problems associated with operator error or negligence
- Correction of corrupted data caused by other systems not covered by this Agreement
- Conversion costs to new version releases
- Training by phone for new or existing employees
- Year End processing assistance of W-2s, 1099s and Affordable Care Act

Software Maintenance to the Software Products

All maintenance and update releases that are made available to the current software products for the existing version level in use will be applied as part of this Agreement. These updates may be applied either via telephone and/or on-site visit depending on the configuration and setup of the system.

On-site Services

If on-site assistance is required, we will perform these services on an as-needed basis and the cost of these services will be invoiced to the Client at our current standard hourly rate. No cost of services will be paid by Client unless Zobrio first receives written approval from Client. The invoice will reflect only time spent on the engagement and will include reimbursement for any mileage and out-of-pocket expenses that we incur as a result of the engagement. A travel charge or a portion of the travel time required may apply, however, these expenses and any significant expenses will have the prior approval of the Client.

Charges

The charge for this Agreement is based upon several factors; 1) the software modules that are installed and in use by the Client, 2) the software configuration, setup and any modifications in place at the Client site, 3) other factors such as version level, network and operating systems platform.

Exhibit E: Terms and Conditions

1. **Scope of Services:** The project for which Zobrio shall provide consulting and/or training services is described in the attached document entitled "Investment Summary." The Investment Summary is hereby incorporated and made a part of this Master Services Agreement. Additional services requested by Client outside of the scope described in the Investment Summary will be charged pursuant to Zobrio's then current rates. Zobrio shall describe such additional services in a subsequent exhibit or schedule to the satisfaction of the Client. No services will be conducted other than those described in the Investment Summary without prior approval of the Client. No charges will be imposed other than those described in the Investment Summary without prior approval of the Client.
2. **Product:** All hardware sales and services are subject to availability. Freight charges may apply. If any product sold is returned within 30 days of delivery, a restocking fee may apply. No freight charges will be imposed and no restocking fee will be imposed without prior notification to the Client and approval by the Client.
3. **Expiration Dates:** Quotations are valid for 30 days.
4. **Responsibility of Zobrio:** Zobrio will provide services in accordance with the standards exercised by members of Zobrio's professionals currently practicing in the same locality under similar conditions and will incorporate applicable laws, codes and standards. No other representation or warranty is made with regard to any services or products, express or implied, and no guaranty is included or intended in any Agreement or in any report, opinion, and document or otherwise. Except as described herein, all goods and services are sold AS IS. Zobrio will not be responsible for the safety of any job site, as Client acknowledges and agrees that safety of the job site is Client's sole responsibility.
5. **Client Information:** Client will provide Zobrio with all necessary information regarding Client's requirements for the project in sufficient time to allow Zobrio to adhere to desired resolution time frames.
6. **Payments and Disputes:** Invoices will be invoiced per the agreed upon payment schedule as described in the contract. Prepaid services must be paid prior to the start of our services. Invoices shall be due and payable upon receipt, unless otherwise stated on the invoice. Client must notify Zobrio, in writing, within 30 days of the date posted on the invoice as the invoice date (or if no invoice date, the date of receipt by Client), of any dispute with the invoice. Failure to notify Zobrio of a dispute in this manner and within this time frame shall constitute a waiver of any dispute and any claim Client may otherwise have with regard to an invoice.
7. **Late Payment Penalty:** Balances over 30 days past due are subject to a late fee of the lesser of 1% per month (12% per year) or the maximum allowed by current and applicable law in the State of Illinois. All Late Fees, Collection Costs, and Attorney's Fees may be added to Past due Accounts.
8. **Reimbursed Expenses:** In addition to the aforementioned fees, Client will reimburse Zobrio for any mileage and out-of-pocket expenses that Zobrio and its employees and agents incur as a result of the engagement. No expenses will be paid by the Client unless Zobrio first obtains written approval from Client for reimbursement of such expenses.
9. **Travel Time:** Zobrio's policy pertaining to Clients outside of a fifteen (15) mile radius from Zobrio's office in which the applicable Zobrio consultant resides is to bill travel time one way at the consultant's then current rate. No expenses will be paid by the Client for any travel time unless Zobrio first obtains written approval from Client for reimbursement of such expenses.
10. **Non-Solicitation:** During the term of any Agreement and for one (1) year after the termination or expiration of the term of such Agreement, Client shall not hire, solicit for hire, or recommend for hire, any of Zobrio's employee without the prior written consent of Zobrio. If Client hires an employee of Zobrio, Client shall immediately pay Zobrio for the violation of this Section an amount equal to one-hundred percent (100%) of such employee's current, total, annual monetary compensation (including without limitation wages, salary, bonuses, and commissions). Client agrees that the provisions of this Section shall not preclude or limit any available actions at law or in equity, including without limitation, any form of damages to Zobrio or any injunctive or equitable relief available to Zobrio, for misappropriation of trade secrets, unfair competition, breach of

contract, or other cause of action arising from or out of hiring or recruitment of Zobrio's employee(s)

11. **Termination:** Either party may terminate the term of an Agreement if the other party materially defaults in performing any of its obligations under the Agreement and the default remains uncured for at least thirty (30) days following receipt of written notice from the non-defaulting party. The Client may immediately terminate this contract in the event that Client determines any charge proposed outside of those charges outlined in the Investment Summary is unreasonable.
12. **Limitation of Liability:** The total liability of Zobrio pursuant to or in connection with any Agreement and the provision of any services or products (including, without limitation, any liability for negligence) shall be limited to the amounts actually paid by Client to Zobrio for the services or products that were not properly performed. The foregoing limitation of liability shall be effective regardless of the form of action (whether contract or tort) and regardless of whether the charged party knew or should have known for the possibility that the charging party might suffer damages.
13. **Ownership of Programs and Documents:** All materials and automated files that Zobrio brings into the engagement will remain the property of Zobrio, including Zobrio created programs and reporting tools labeled as Zobrio®. Any such items exclusively created for Client during the project shall become the property of the Client but any portions thereof which may be generally applicable to Zobrio's client base and all resources used to create such items shall remain the property of Zobrio.
14. **Confidentiality:** Each party agrees not to disclose any confidential information obtained from the other party to any other person or entity. As used herein, "Confidential Information" means information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential. Confidential information shall not include information (i) generally known to the public, (ii) already known, through legal means, to the party receiving the information, (iii) legally obtained from a third party (iv) considered to be a public document or (v) subject to disclosure under any applicable law or pursuant to court order. Notwithstanding anything to the contrary, Client agrees that Zobrio may use Client's name and a general description of Zobrio's services with respect to the Project in describing Zobrio's professional experience and qualifications to prospective clients.
15. **Assignment:** Neither party may assign its rights under this agreement.
16. **Severability and Non-Waiver of Rights:** Any element of the Agreement held to violate law shall be deemed void and all remaining provisions shall continue to be in force. Notwithstanding the foregoing, any restrictive covenant which is able to be blue penciled / revised by a Court of competent jurisdiction in order to make it not violate the applicable law shall be so revised but in the minimum amount to not make it violate law.
17. **Survival:** All obligations arising prior to the termination of the term or of the Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Zobrio, including any applicable sections of these terms and conditions, shall survive the completion of services hereunder and the termination or expiration of the term of the Agreement.
18. **Force Majeure:** Any task or service which a party is not able to perform or is delayed in performing by reason of (i) a party's failure or delay in performing its tasks, or (ii) acts of God, terrorism, government regulations and orders imposed after execution of this agreement, communication line failures, power failure, the infrastructure of the internet, third party actions, that are illegal under either a federal or state law, earthquakes, or other disasters, or any other cause beyond the reasonable control of a party, shall excuse the party to that extent.
19. **Conflict of Interest:** No officer or employee of Zobrio shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Client warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.
20. **Covenant Against Discrimination:** Zobrio covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,



religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Zobrio shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

- 21. **Law:** Venue and jurisdiction for any action arising in connection with any Agreement shall be within the Courts of Tazewell County, Illinois. This Agreement shall be governed by Illinois law.
- 22. **Amendments:** These terms and conditions may be amended from time to time by either party upon mutual approval. Any amendment shall be in writing and signed by both parties.

Acceptance

Zobrio, Inc. and Tazewell County, IL hereby accept the terms of the contract and all exhibits contained tendered by Zobrio, Inc.

Accepted by: **Tazewell County, IL**

Signature

Date

Printed Name

Title

Accepted by: **Zobrio, Inc.**

Signature

Date

Printed Name

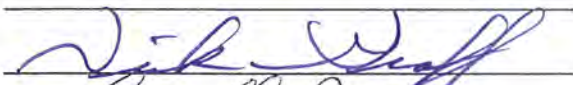
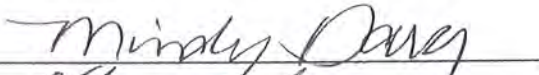
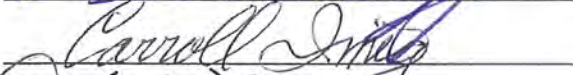
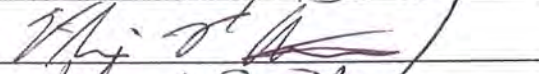
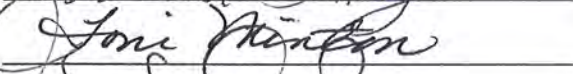

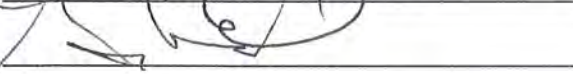
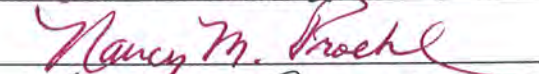
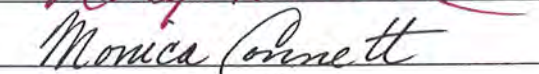
Title

COMMITTEE REPORT

F-19-13

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize Budget Line Transfer requests for Court Services:

- Transfer \$6,000 from Contractual Service Line Item (100-230-533-000) to Vehicle Maintenance Line Item (100-230-533-700)
- Transfer \$5,000 from Contractual Services Line Item (100-230-533-000) to Training and Education Line Item (100-230-533-910)
- Transfer \$1,000 from Contractual Services Line Item (100-230-533-000) to Office Supplies Line Item (100-230-522-010)

WHEREAS, the transfer of funds is due to an increase in the maintenance of the older squad cars, any unexpected training for the remainder of the fiscal year and to purchase items not offered by the County.

THEREFORE BE IT RESOLVED that the County Board approve the transfer of funds.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Court Services Director and the Auditor of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

THE CIRCUIT COURT OF THE TENTH JUDICIAL DISTRICT
OFFICE OF COURT SERVICES

334 ELIZABETH STREET * SUITE 100
PEKIN, IL 61554
309-477-2281

Date: June 11, 2019

To: Finance Committee

From: John Horan
Director of Probation and Court Services

Subject: Line Item Transfer

Transfer Request

Transfer \$6000

From: Contractual Services

Line Item # 100-230-533-000

To: Vehicle Maintenance

Line Item # 100-230-533-700

Purpose for Transfer of Funds: Due to an increase in the maintenance/repair on the older squad cars.

Transfer Request

Transfer \$5000

From: Contractual Services

Line Item # 100-230-533-000

To: Training and Education

Line Item # 100-230-533-910

Purpose for Transfer of Funds: For any unexpected training that comes up until the end of the current fiscal year.

Transfer Request

Transfer \$1000

From: Contractual Services

Line Item # 100-230-533-000

To: Office Supplies


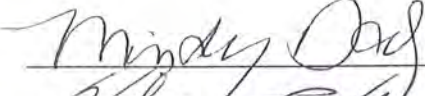
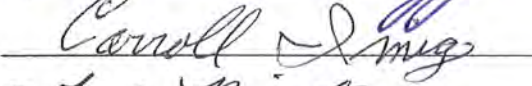
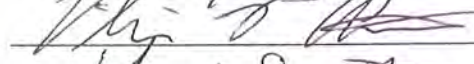
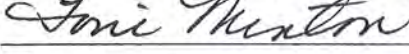

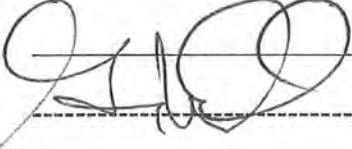
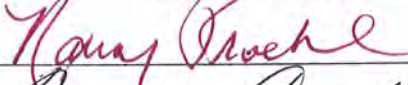
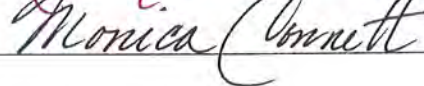
Line Item # 100-230-522-010

Purpose for Transfer of Funds: To purchase special items that are not offered by the County.

CC: Auditor
County Board Secretary

Mr. Chairman and Members of the Tazewell County Board:

Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the planning and developing of the Operating Budget for Tazewell County for FY 2020; and

THEREFORE BE IT RESOLVED that the County Board set FY2020 budget parameters as follows:

- expenditures for total commodities limited to FY19 budgeted amounts
- expenditures for total contractual services limited to FY19 budgeted amounts
- capital expenditures will be scheduled by the County Administration staff based on the Property Committee Maintenance Needs and the CIP 5 year plan created by the 2018 CIP Work Group from information provided by all Elected and Appointed Department Heads and included in the Building Administration budget. Capital projects not identified on either report will need to be submitted to the Finance Department for consideration and scheduling in the next five years.
- no new FTE's
- a 150 day postponement for filling vacant positions, exceptions will be considered if the position is the only one in the department, if the majority of the funding for a position is not funded by tax levy dollars or the position needs to be filled to meet training academy dates.
- non-union employees will be given a 1.5% general wage increase with any increase in performance as established in the HR01-01 policy statement contingent upon funds available in the approved budget
- part-time hours will need to be submitted to the Payroll Administrator for determination of the percentage increase available based upon union or non-union status of the position and hours should be in line with prior years
- the property tax levy will remain at the FY19 amounts for all funds other than the General Fund, IMRF, Social Security, and Risk Management as approved in Resolution F-18-15 during the FY2019 budget cycle. The Health Department, Highway Department, County Bridge, Veterans Assistance, Persons with Developmental Disabilities and U of I Extension

can expect to receive the same levy for FY20 as received for FY19. Any increase in the property tax levy amount will be added to the General Fund property tax levy.

- deviations from the budget parameters will need to be explained on the Budget Exceptions form which will be provided by the Finance Department.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office and the Finance Director of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

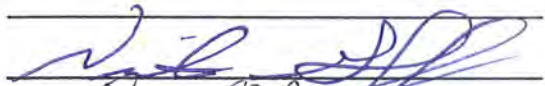
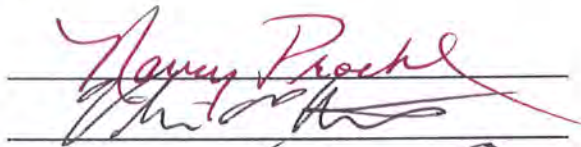
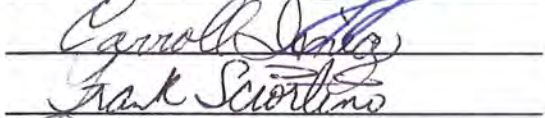
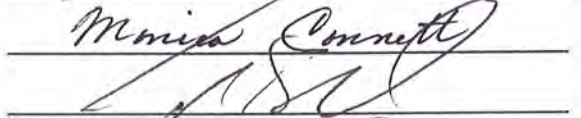

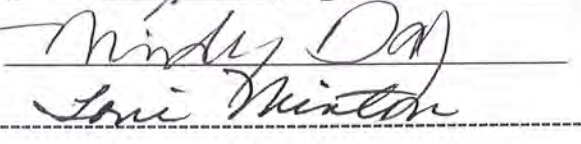
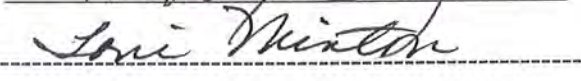
ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve increasing the hours of the Guardian Ad Litem from part time to full time with a \$20,000 salary increase plus benefits; and

WHEREAS, a grant will be applied for from the Illinois Court Improvement Program through the Administrative Office of the Illinois Courts to offset up to 20% of the total salary and benefits of this position; and

WHEREAS, the increase in hours is needed to keep pace with the increased caseload of Juvenile Abuse and Neglect cases.

THEREFORE BE IT RESOLVED by the County Board that the Presiding Judge be authorized to fill the full time position of Guardian Ad Litem.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Presiding Judge and the Payroll Division of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Sue Beeney - from Judge Risinger

From: Judge Michael Risinger
To: Nancy Proehl; Wendy Ferrill; Sue Beeney
Date: 6/12/2019 3:37 PM
Subject: from Judge Risinger

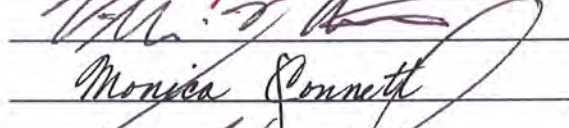
Nancy,

Consider this letter my formal request to convert the current Guardian ad Litem (GAL) position from part-time to full-time. A GAL, also called Next Friend, is a licensed attorney who performs the function of representing the best interests of the child in family court matters. The current part-time GAL is paid \$55,000 with health, dental and IMRF benefits. It is my request to increase this position to full-time at an annual salary of \$75,000 with benefits. The current part-time GAL covers Orders of Protection one afternoon per week as well as any hearings in divorce court or parentage court in which the judge appoints the GAL to serve. Should this request be approved, the new full-time GAL will continue to perform the above as well as perform GAL duties in the soon-to-be-established extra day of Juvenile/Child Protection Court (Abuse Neglect Cases) and serve as respondent parent's attorney in private adoption cases seeking termination of parental rights. It is also anticipated this attorney would perform duties as public guardian (for indigent disabled adults) and public administrator (for estates of indigent decedents) for Tazewell County. We have applied for a grant that may offset part of the increased cost.

Michael D. Risinger
Presiding Judge of Tazewell County
Tazewell County Courthouse
342 Court Street
Pekin, IL 61554
309-477-2201

Mr. Chairman and Members of the Tazewell County Board:

Your Human Resources Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

RESOLUTION

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve moving two unfunded part time Public Defender positions into one full time funded Public Defender: and

WHEREAS, this position is needed to keep pace with the increase in Juvenile Abuse and Neglect caseload.

THEREFORE BE IT RESOLVED by the County Board that the Public Defender be authorized to hire one full time Assistant Public Defenders.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Public Defender and the Payroll Division of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



The Circuit Court of the Tenth Judicial Circuit
PUBLIC DEFENDER OF TAZEWELL COUNTY

Luke P. Taylor
Chief Public Defender

414 Court Street
Tazewell Building
Pekin, IL 61554
(309) 477-2232
(309) 478-5944 (fax)

June 14th, 2019

Nancy Proehl, Human Resources Chairman
Tim Neuhauser, Finance Chairman
Wendy Ferrill, County Administrator

Re: Public Defender's Office request to hire additional full-time Public Defender

Dear Chairman Proehl and HR Committee,

I am respectfully requesting funding to hire one additional full-time Assistant Public Defender. I currently have two unfunded part-time positions open. However, I am asking to eliminate the two unfunded part-time Public Defender positions in favor of one funded full-time Public Defender. The proposed salary would be between \$75,000 and \$85,000, plus benefits, with an anticipated start date of as close to immediately as is possible. The salary that we would pay one full-time public defender would be substantially less than twice the salary that we would pay two part-time public defender. This is especially true once the issue of benefits is taken into account.

The reason for this request is that the number of Criminal Felony and Juvenile Abuse and Neglect cases have exploded over the past 3 years.

For example, in 2015 the following number of cases were filed:

124 Juvenile Abuse and Neglect cases and 618 Felony cases.

In **2018**, the following number of cases were filed:

217 Juvenile Abuse and Neglect cases and 914 Felony cases

For **2019** we are on track to have:

280 Juvenile Abuse and Neglect cases and 838 Felony cases.

As I am sure that you are aware, this office operates very effectively and efficiently on what can only be described as a “bare bones” staff. There is just no way that we can keep up with these types of caseloads at current staffing levels. We struggled through last year in hopes that caseloads would revert to normal, but it is very clear now that they only continue to increase.

The Juvenile/Misdemeanor Court Judge is adding an additional day of Juvenile Abuse and Neglect Court to his docket. Back in 2015, when there were only 124 cases filed, there were two full days of court devoted to Juvenile Court. Now, with 280 cases being on track to be filed, we have no choice but to expand to a third day. The new public defender’s duties would include that day in Juvenile Court with a day for preparation and investigation. The other primary duty of the new public defender would be an assignment to Felony Court, which meets every Monday and Thursday with additional hearings scheduled on Fridays. This is would be an important improvement to the individual caseloads currently carried by the public defenders in that courtroom as Tazewell County filed more felony cases last year than Peoria County. Based upon current projections, we may do the same this year. That had previously never occurred. We have nowhere near the number of public defenders in felony court than does Peoria County

These increasing caseloads are on top of the unfunded mandates and additional duties imposed over the past several years that have strained my Office’s resources:

1. One of us must now be present at Bond Court which takes place 6 days a week. On average that court appearance lasts 45-50 minutes with approximately 20-30 minutes of preparation. This results in an extra **7.5 hours** of work each week - not counting travel to the jail for weekend and holiday bond court;
2. Based upon a statute effective in 2017, a public defender must be on-call 24/7 to respond when law enforcement seeks to interrogate certain aged minors regarding serious crimes and all sex crimes. Some weeks there is no additional work related to this obligation, but when an issue has arisen, the public defender has spent up to 8 hours (some on weekends and/or at night) traveling to the police department and representing the minor. On average, this results in an extra **2 hours** of work each week;
3. We now have a Mental Health Specialty Court which takes place every Wednesday afternoon at 2:45 p.m. with a Team Staffing at 2:00, for an average weekly total additional time commitment (accounting for issues that arise during the rest of the week) of about **2.5 hours**;
4. Our Traffic Court Judge now (correctly) requires the Public Defender's Office to appear and represent misdemeanor traffic defendants on Tuesday mornings from 9:00 a.m. to (typically) noon. Historically, these defendants were able to first speak directly with the prosecutors and many were able to resolve their own cases without public defender representation. This results in my office having to staff the Traffic Courtroom an additional 3 hours a week and expend approximately an additional hour of out of court time each week; for a total of **4 additional hours** each week;
5. Judge Risinger and Judge Cusack have (correctly) been very aggressive in having in-custody defendants brought over to the courthouse, almost daily, on non-public defender scheduled days, when it is likely that the case can be easily resolved and the defendant be released from custody. This reduces (often by several weeks or more, the time that Tazewell County must house, clothe, feed and provide medical care for these individuals, resulting in savings to the County. In a typical week, this has added at least **3 hours** of work obligation to my Office.

For these reasons, I am asking the Committee to approve my request to eliminate the two unfunded part-time Public Defender positions in favor of one funded full-time Public Defender, with a proposed salary between \$75,000 and \$85,000, plus benefits, with an anticipated start date of as close to immediately as is possible.

I am, of course, at the Committee's disposal to answer any questions it may have. Thank you very much for your consideration.

Sincerely,

Luke P. Taylor
Public Defender

Tazewell County Monthly Resolution List - June 2019

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
06-19-001	0519906	SAL	VILLAGE OF CREVE COEUR	04-04-12-211-008	PEKIN	657.40	0.00	0.00	57.40	350.00	250.00

Totals

\$657.40	\$0.00	\$0.00	\$57.40	\$350.00	\$250.00
----------	--------	--------	---------	----------	----------










Clerk Fees
 Recorder/Sec of State Fees
 Total to County

Committee Members

**Tazewell County June 2019 Resolutions
Future Taxes for Properties Sold at Auction**

ROUTE TO TREASURER

Dear Treasurer,

Please ensure the properties listed below receive tax bills no sooner than the payable date listed. Please direct any questions to our office.

<u>Item #</u>	<u>Date Sold</u>	<u>Purchaser</u>	<u>Future Taxes Due Beginning</u>
0519906	05/01/2019	Village of Creve Coeur	January 1, 2020 payable 2021
<i>Parcel(s) Involved: 04-04-12-211-008</i>			

TAZEWELL COUNTY
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK
PEKIN, IL 61554
70-232-711

2296

PAY EXACTLY THREE HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF		I.D. NO.	DATE	AMOUNT
Joseph E. Meyer & Assoc Inc Tazewell County Tax Agent		0519906	06/06/2019	\$350.00
FOR	Sale-Village of Creve Coeur 06-19-001		<u>White Stiles</u>	

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002296⑈ ⑆071102568⑆ 00343420⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

TAZEWELL COUNTY
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK
PEKIN, IL 61554
70-232-711

2297

PAY EXACTLY TWO HUNDRED FIFTY DOLLARS ONLY

TO THE ORDER OF		I.D. NO.	DATE	AMOUNT
Tazewell County Collector		0519906	06/06/2019	\$250.00
FOR	Sale-Village of Creve Coeur 06-19-001		<u>White Stiles</u>	

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002297⑈ ⑆071102568⑆ 00343420⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

TAZEWELL COUNTY
TRUSTEE PAYMENT ACCOUNT

BUSEY BANK
PEKIN, IL 61554
70-232-711

2298

PAY EXACTLY FIFTY-SEVEN DOLLARS AND FORTY CENTS ONLY

TO THE ORDER OF		I.D. NO.	DATE	AMOUNT
Tazewell County Recorder		0519906	06/06/2019	\$57.40
FOR	Sale-Village of Creve Coeur 06-19-001		<u>White Stiles</u>	

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002298⑈ ⑆071102568⑆ 00343420⑈

RESOLUTION



WHEREAS, The County of Tazewell, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Tazewell, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

PEKIN TOWNSHIP

PERMANENT PARCEL NUMBER: 04-04-12-211-008

As described in certificate(s) : 0284 sold October 2001

and it appearing to the Executive Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Village of Creve Coeur, Elizabeth Arcot, has bid \$657.40 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$250.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$0.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$57.40 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$657.40.

WHEREAS, your Executive Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF TAZEWEILL COUNTY, ILLINOIS, that the Chairman of the Board of Tazewell County, Illinois, be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$250.00 to be paid to the Treasurer of Tazewell County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this _____ day of _____, _____

ATTEST:

CLERK

COUNTY BOARD CHAIRMAN

INSTRUCTIONS FOR RESOLUTIONS
(Please keep this copy with packet until routing is complete)
Revised: March 2018

RECEIVED
MAY 10 2018
DEWELL COUNTY
BOARD OFFICE

- 1) Agent mails to Committee for approval:
 - a) Original resolution with appropriate disbursement checks attached to each
 - b) Monthly Resolution List

- 2) Committee:
 - a) Reviews resolutions and submits to full County Board
 - b) Resolution List is presented to County Board Members in their monthly packet

- 3) County Board:
 - a) **Dates each resolution with date of adoption or provides a copy of the Master Resolution which indicates the date of adoption.**
 - b) Chairman signs each resolution
 - c) County Clerk seals and attests each resolution
 - d) Retains Original of each resolution and copies each executed resolution 2 times
 - e) Delivers to Treasurer 2 copies of each resolution with all checks

- 4) County Treasurer:
 - a) Signs all checks
 - b) Retains one copy of each resolution
 - c) Retains Treasurer's check(s) for deposit
 - d) Forwards Clerk's check (if any) to clerk
 - e) Returns 1 copy of each resolution with Agent, Auctioneer, Recorder and Purchaser refund check (if any) to:

County Delinquent Tax Agent
ATTN: RESOLUTIONS
P. O. Box 96
Edwardsville, IL 62025

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
<i>Sue Sundell</i>	<i>Kim Gostony</i>
<i>Carroll Imeg</i>	<i>Nick Hoff</i>
<i>Monica Connett</i>	<i>Mary French</i>
_____	<i>Mindy Ray</i>
_____	_____

RESOLUTION

WHEREAS, the County's Executive Committee recommends to the County Board to approve the attached Resolution Authorizing Execution and Amendment of the Downstate Operating Assistance Grant Agreement for We Care, Inc.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Executive Director of We Care, Inc. and the Auditor of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE (governing body) OF THE TAZEWell COUNTY:

Section 1. That the Tazewell County enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2020 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Board Chairman of the Tazewell County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Tazewell County for such assistance for fiscal year 2020.

Section 3. That the Board Chairman of the Tazewell County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2020.

Section 4. That while participating in said operating assistance program the Tazewell County shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20____

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

GRANT AGREEMENT



BETWEEN

THE STATE OF ILLINOIS, ILLINOIS DEPARTMENT OF TRANSPORTATION

AND

TAZEWELL COUNTY

The Illinois Department of Transportation (Grantor) with its principal office at 2300 South Dirksen Parkway, Springfield IL. 62764, and Tazewell County (Grantee) with its principal office at 11 South 4th Street, Suite 220, Pekin, IL 61554, and payment address (if different than principal office) at same hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS

RECITALS

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

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

ARTICLE I

AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number, SAM Registration: Nature of Entity. Under penalties of perjury, Grantee certifies that 071430805 is Grantee's correct DUNS number, 376002171 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a (check one):

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

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

1.2 Amount of Agreement. Grant Funds (check one) shall not exceed or are estimated to be \$750,041.00, of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A, the federal awarding agency is N/A, and the federal award date is . If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and the Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 494-80-1141. The State Award Identification Number is 1141-12589.

1.4 Term. This Agreement shall be effective 07/01/2019 and shall expire on 06/30/2020 unless terminated pursuant to this Agreement.

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

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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

Illinois Department of Transportation

By: _____
Signature of Matt Magalis, Chief of Staff, on behalf of Director of OIPI

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Omer Osman, P.E., Acting Secretary of Transportation

By: _____
Signature of Designee

Date: _____
Printed Name: Matt Magalis
Printed Title: Chief of Staff
Designee

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

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

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

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

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

By: _____
Signature of Designee

Date: _____
Printed Name: _____
Printed Title: _____
Designee

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: J. David Zimmerman
Printed Title: Board Chairman
Email: dzimmerman@tazewell.com

By: _____
Signature of Authorized Representative

Date: _____
Printed Name: _____
Printed Title: _____
Email: _____

ARTICLE II
REQUIRED REPRESENTATIONS

2.1 Standing and Authority. Grantee warrants that:

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

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

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

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

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

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

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

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

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the federal SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS number; and (iv) have successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III

DEFINITIONS

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

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

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

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

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

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

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

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

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

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

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

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

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 III. Admin. Code 7000.

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

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

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

"FAIN" means the Federal Award Identification Number.

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

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

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

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

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

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

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

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

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

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Net Revenue" is synonymous with "Profit."

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement.

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

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

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

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

"State" means the state of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

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

ARTICLE IV
PAYMENT

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

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

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

4.4 Payments to Third Parties. Grantee agrees to hold harmless Grantor 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 if it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.6 Interest.

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

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

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

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

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

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

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

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

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

ARTICLE VI BUDGET

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

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

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

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

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

ARTICLE VII ALLOWABLE COSTS

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

7.2 Indirect Cost Rate Submission.

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

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

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and local governments.
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education.
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

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

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

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

7.5 Nonprofit Organizations Cost Principles. The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 subpart E, unless exempt under 2 CFR 200 Appendix VIII.

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

7.7 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.

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

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

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

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200. 430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

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

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

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

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

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either federal or state funds, are subject to federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.8.

7.10 **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).

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

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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

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

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

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

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

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

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

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

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

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

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

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

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

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

ARTICLE IX CRIMINAL DISCLOSURE

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

ARTICLE X UNLAWFUL DISCRIMINATION

10.1 **Compliance with Nondiscrimination Laws.** Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall 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, the following laws and regulations and all subsequent amendments thereto:

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

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

(c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See also guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);

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

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

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

ARTICLE XI LOBBYING

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

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

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

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

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

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

ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS

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

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)

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

13.3 Consolidated Year-End Financial Reports.

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

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

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

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

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

(c) The Consolidated Year-End Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Report must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the financial statements included in the Consolidated Year-End Financial Report.

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

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

ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS

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

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343; 44 Ill. Admin. Code 7000.440(b)(1).

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

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV
AUDIT REQUIREMENTS

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

15.2 Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit, 44 Ill.Admin.Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters, AU-C 265 communications and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

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

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

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

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

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

15.3 "For-Profit" Entities.

(a) This paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) from all sources, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit Federal programs with Federal Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total Federal 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) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 15.2(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 is required to submit its annual audit conducted in accordance with its regulatory requirements.

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

15.5 Delinquent Reports. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

ARTICLE XVI

TERMINATION; SUSPENSION; NON-COMPLIANCE

16.1 Termination.

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

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

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

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

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

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

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

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

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

16.5 Effects of Suspension and Termination.

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

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

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

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

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

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

ARTICLE XVII

SUBCONTRACTS/SUB-GRANTS

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

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

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

ARTICLE XVIII

NOTICE OF CHANGE

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

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

ARTICLE XIX

STRUCTURAL REORGANIZATION AND RECONSTRUCTION OF BOARD MEMBERSHIP

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

ARTICLE XX

AGREEMENTS WITH OTHER STATE AGENCIES

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

**ARTICLE XXI
CONFLICT OF INTEREST**

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

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person: (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the state of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106, 447.20 (30 ILCS 500/50-13).

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

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

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

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

22.4 Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within 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. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2 Indemnification. To the extent permitted by law, Grantee agrees to 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 will be governed by the State Employee Indemnification Act (5 ILCS 350/1 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.

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.

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

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

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

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

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

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

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

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

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

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

26.18 Continuing Responsibilities. The termination or expiration of this Agreement does not affect; (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final indirect cost rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

EXHIBIT A
PROJECT DESCRIPTION

CSFA Number

494-80-1141

NOSA/SAIN Number

1141-12589

GATA Registration Number

679207

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by Grantor, and in accordance with the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.)("Act"), the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to Grantor. The Grantee shall provide all required local matching funds necessary to meet the obligations of operating general public transit service which are not covered by funds provided under the Act.

EXHIBIT B
DELIVERABLES OR MILESTONES

- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.
- F. When required by the Grantor, the Grantee shall prepare and submit cost allocations plans.

**EXHIBIT C
PAYMENT**

Grantee shall receive \$750,041.00 under this agreement.

Enter specific terms of agreement here:

Grantee understands and accepts that it will disburse its Indirect Costs separately from its Direct Costs in accordance with its approved Indirect Cost Rate.

Grantee further understands and accepts that, within three (3) months after execution of the Agreement, Grantee will submit updated, separate Budgets: one to reflect Grantee's costs; and a Budget to reflect costs incurred by each sub-recipient Grantee utilizes to accomplish the project goals and objectives of this Agreement.

The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to the Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is eligible for operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantee shall have the flexibility to request:

- A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or
- B. a reimbursement for actual quarterly expense and revenue incurred; or
- C. a combination of both.

Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests. These adjustments shall be shown and all subsequent pay requests.

Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee. Furthermore the Grantor may request reimbursement of a portion of or all payments in the case of overpayment or fraud.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION

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

GRANTOR CONTACT

Name: Gina K. Balding

Title: Project Manager

Address: 2300 S. Dirksen Pkwy, Rm 341, Springfield, IL 62764

Phone: 217-782-4933

TTY#: _____

Fax#: _____

Email Address: Gina.Balding@illinois.gov

GRANTEE CONTACT

Name: J. David Zimmerman

Title: Board Chairman

Address: 11 South 4th Street, Suite 432, Pekin, IL 61554

Phone: 309-477-2272

TTY#: _____

Fax#: _____

Email Address: dzimmerman@tazewell.com

Additional Information:

None Identified

EXHIBIT E
PERFORMANCE MEASURES

The Grantees should:

- 1) Submit accurate and timely reports required by this program.
- 2) Submit timely corrective action plans with regard to program operations when directed by the Grantor, the Grantor's consultants and/or vendors resulting from:
 - A. Financial Management Reviews;
 - B. Compliance Reviews;
 - C. Audits;
 - D. Grantor policy changes;
 - E. Public Complaint Process;
 - F. and/or as directed by the Grantor to remain in compliance with grant requirements.
- 3) Promptly respond to inquiries by the Grantor or Grantor consultants and/or vendors.

EXHIBIT F
PERFORMANCE STANDARDS

Performance Standards shall include:

- 1) Timely and 100% accuracy in quarterly and year end reports as described in Exhibits B and C as well as Public Transportation Accounts (PTA) account reports.
 - 2) Timeliness of corrective actions will be determined on a case by basis dependent on the urgency to which an issues needs to be addressed. This may be determined by the Grantor, a third part retained by the Grantor, or coordination between the Grantor and the Grantee.
- A. The Grantee shall generate and maintain required local match sufficient to draw down the Downstate Operating Assistance Program (DOAP) Funds in this Agreement.
- B. The Grantee may file accurate quarterly advance pay requests no sooner than 30 days prior to the start of the quarter for which an advance is requested.
- C. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data by December 1, March 1, May 1 and August 1 of the current fiscal year.
- D. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the fiscal year.
- E. No later than 180 days following the last day of the fiscal year, the Grantee shall provide the Grantor with an independent audit prepared by a licensed certified public accountant in accordance with Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

EXHIBIT G

SPECIFIC CONDITIONS

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

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

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this agreement.

Grantee shall maintain sufficient required matching funds; said funds shall be held in an interest-bearing account.

Audit

• **Conditions:**

The Grantee shall supply the Grantor with an update on audit corrective actions past two years.

• **Corrective Action:**

Address all audit findings giving priority to significant deficiencies and material weaknesses.

Fraud, Waste and Abuse

• **Conditions:**

Grantee shall develop/update their Fraud awareness program and submit the written program to Grantor staff for approval. Upon approval the Grantee shall begin implementation of the program with 30 days.

• **Corrective Action:**

Implementation of a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Grantee shall:

A. Provide proof that substantial steps are being taken to mitigate risk factors within the 90 days of the executed grant agreement or written plan to mitigate said risk factors.

B. Submitted written plans shall provide what steps were taken, issues faced in each step, which steps were accomplished, which were not and why, what actions are currently being taken, and an estimated date as to when risk factors will be mitigated.

C. The plan for mitigation, explanations, and estimated date may be deemed unacceptable in whole or in part at the discretion of the Grantor.

PART TWO - THE GRANTOR-SPECIFIC TERMS

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

Ethics.

A. Code of Conduct

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

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

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

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

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

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

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

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

The first BoBS 2832 report shall cover the reporting period after the _____ 07/01/2019 _____ effective date of the Agreement. _____ Monthly _____ reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending _____ 11/30 _____ (Grantee's Fiscal Year End date).

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

Renewal. This Agreement may not be renewed.

INSPECTION AND AUDIT

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

27.2 Grantee agrees to permit the Grantor to conduct scheduled or unscheduled inspections of Grantee's public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

27.3 Grantee agrees to notify the Grantor of any pending federal triennial and/or other federal related reviews as soon as it is scheduled and to permit the Grantor to attend same. In addition, the Grantee shall supply the Grantor with a copy of the final report of the federal triennial and/or other federal related reviews.

GRANTEE'S WARRANTIES

28.1 Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Grantor:

- (a) a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, in the form of Part Two Attachment 1.
- (b) a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions, in the form of Part Two Attachment 2.

DRUG FREE WORKPLACE

29.1 Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Part Two Attachment 3.

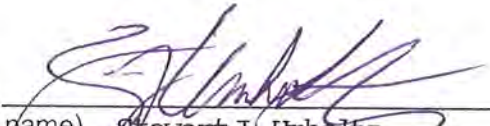
PART TWO ATTACHMENT 1

OPINION OF COUNSEL

I, the undersigned, am an attorney licensed by and duly admitted to practice law in the State of Illinois and am counsel and attorney for the Tazewell County ("Grantee"). In this capacity, my opinion has been requested regarding the eligibility of the Grantee for grant assistance under the provisions of the Downstate Public Transportation Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Grant Agreement, Agreement No. 5055(20-1141-12589), Grant No. (OP- 20 - 39 - IL) ("Agreement") tendered by the State of Illinois ("State") to the Grantee, and I hereby find the following: in my opinion:

1. The Grantee is an eligible "Participant" as defined in the Act.
2. There are no provisions in the Grantee's charter, by-laws, or in the laws or rules of the State of Illinois, United States of America, or any unit of local government that preclude or prohibit the Grantee from entering into such Agreement.
3. The Grantee is fully empowered and authorized to enter into the Agreement and that Agreement, when executed by both parties, will be legally binding upon the Grantee and its successors and assigns.
4. I have no knowledge of any pending or threatened litigation, in either Federal or State court, which would adversely affect the Agreement or prevent the Grantee from contracting with the State for the purpose of receiving a Downstate Operating Assistance Grant.

Based on the foregoing, I am of the opinion that the Grantee is an eligible Participant under the provisions of the Act, and that it is fully empowered and authorized to accept the grant from the State.

Signature: 
 (attorney's name) Stewart J. Umholtz
 (attorney's title) for (grantee) State's Attorney, Tazewell County

Date: 6/12/2019

PART TWO ATTACHMENT 2

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE GRANT AGREEMENT

WHEREAS, the provision of public transportation service is essential to the people of Illinois; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including provision by it of the local share of funds necessary to cover costs not covered by funds provided under the Downstate Public Transportation Act.

NOW, THEREFORE, BE IT RESOLVED BY THE (governing body) OF THE TAZEWELL COUNTY:

Section 1. That the Tazewell County enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2020 in order to obtain grant assistance under the provisions of the Act.

Section 2. That the Board Chairman of the Tazewell County is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the Tazewell County for such assistance for fiscal year 2020.

Section 3. That the Board Chairman of the Tazewell County is hereby authorized to provide such information and file such documents as may be required to perform the Agreement and to request and receive the grant funding for fiscal year 2020.

Section 4. That while participating in said operating assistance program the Tazewell County shall provide all required local matching funds.

PRESENTED and ADOPTED this _____ day of _____, 20_____

(Signature of Authorized Official)

(Attest)

(Title)

(Date)

PART TWO ATTACHMENT 3
 STATE OF ILLINOIS
 DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Accepted on behalf of Tazewell County

Signature of Authorized Representative: _____

Title: _____ Date: _____

PART THREE - THE PROJECT-SPECIFIC TERMS

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

PART THREE – THE PROJECT-SPECIFIC TERMS**DEFINITIONS**

30.1. As used in this Agreement:

"AICPA" means the American Institute of Certified Public Accountants.

"FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor

"OMB" means the U.S. Office of Management and Budget.

PROJECT SCOPE

31.1. Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Grantor, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Grantor.

PROJECT BUDGET

32.1. The Uniform Budget is attached as Part Three, Attachment 2.

32.2. Under the Act, the Grantor enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:

(a) The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2020, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2020, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7 (b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2020 does not exceed Grantee's actual operating deficit for that year.

32.3. The Grantor has approved and agrees to make a grant in the estimated amount of \$750,041.00, subject to the limitations set forth above, the Act and Illinois Administrative Code Title 92, Chapter I, Subchapter h, Part 653.

32.4. In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2020 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or

its equivalent shall not be included as operating revenue or operating income."

32.5. Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

PAYMENT PROCEDURES

33.1. The Grantor shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Grantor's prescribed forms. Payments will be processed upon the Grantor determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

(a) Grantees shall have the flexibility to request: an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Grantor; or

(b) a reimbursement for actual quarterly expense and revenue incurred; or

(c) a combination of both.

33.2. Advance payments may not be processed by the Grantor, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Grantor and the Grantee and filed with the Office of the Comptroller.

33.3. Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

33.4. The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

33.5. Grantee agrees that payment shall not constitute a final determination by the Grantor of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Grantor reserves the right to offset any payment to satisfy any monetary claims that the Grantor may have outstanding against Grantee.

ELIGIBLE OPERATING EXPENSES

34.1. Eligible operating expenses include, but are not limited to the following:

(a) employee wages and benefits;

(b) materials, fuels and supplies;

(c) rental of facilities;

(d) taxes other than income taxes;

(e) payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation

portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Grantor's most current "Capital Grants Manual" and "Supplemental Operating Assistance Guidelines";

(f) non-rolling stock-equipment purchases that are less than \$10,000;

(g) administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

(h) routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;

(i) reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4);

(j) established reserves for self-insurance programs;

(k) the costs associated with the audit requirements set forth in Section 653.410 of the Rules;

(l) Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and

(m) any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

INELIGIBLE OPERATING EXPENSES

35.1. Ineligible operating expenses include, but are not limited to, the following:

(a) depreciation, whether funded or unfunded;

(b) amortization of any intangible assets;

(c) debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

(d) profit or return on investments;

(e) excessive payments to associated entities;

(f) expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;

(g) costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)

(h) travel and entertainment expenses incurred in attending non-public transportation-related activities;

(i) charter, school bus and sightseeing expenses as defined by the FTA;

- (j) fines and penalties;
- (k) charitable donations;
- (l) interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
- (m) income taxes;
- (n) that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;
- (o) expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
- (p) expenses for freight haulage provided by Grantee;
- (q) any expense that is reimbursed from insurance proceeds;
- (r) maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and
- (s) any other expense determined by the Grantor to be inconsistent with federal regulations or requirements.

PROJECT CLOSEOUT

36.1. Upon the Grantor's receipt of the Grantee's independent audit report of the Project, the Grantor shall perform a review of the Grantee's independent audit to determine whether to approve the independent audit. Once the Grantee's independent audit has been approved by the Grantor, the Grantor shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the Grantee under this Agreement. If the Grantor has made payment to the Grantee in excess of the final total amount determined by the Grantor-approved independent audit to be due the Grantee, the Grantee shall promptly remit such excess to the Grantor.

36.2. At the discretion of the Grantor, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Project close-out occurs when the Grantor notifies the Grantee that the Project is closed-out and forwards the final Grant payment, as determined by the Grantor-approved independent audit to the Grantee, or when an appropriate refund of Grant funds, as determined by the Grantor-approved independent audit, has been received from the Grantee and acknowledged by the Grantor. Close-out shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification or acknowledgment from the Grantor.

36.3. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout.

SCHOOL BUS OPERATIONS

37.1. Pursuant to 20 ILCS 2705/2705-605(f), Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee's certification regarding school bus operations is signed and attached to this Agreement as Part Three Attachment 1.

ETHANOL GASOLINE

38.1. Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

NO WAIVER

39.1. No failure of Grantee to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantor may rely for the purpose of denial of such a right or remedy to Grantee.

GRANTEE'S RESERVATION OF RIGHTS

40.1. This contract is executed by Grantee with a reservation of rights to contest provisions inconsistent with the enabling legislation, Downstate Public Transportation Act (30 ILCS 740) and the Illinois Constitution.

FAILURE TO APPROPRIATE FUNDS

41.1. This Agreement, notwithstanding anything to the contrary set forth herein, is subject to Section 2-3(d) of the Downstate Public Transportation Act (30 ILCS 740/2-3(d)).

PART THREE ATTACHMENT 1

CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Grantor in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Accepted on behalf of Tazewell County

Signature of Authorized Representative _____

Title: _____ Date: _____

PART THREE ATTACHMENT 2

UNIFORM BUDGET



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

State Agency: Illinois Department of Transportation/Office of Intermodal Project Implementation Notice of Funding Opportunity (NOFO) Number: 494-80-1141 ✓
 Organization Name: Tazewell County Opportunity (NOFO) Number: 494-80-1141 ✓
 Data Universal Number System (DUNS) Number (enter numbers only) : 071430805 ✓ CSFA Short Description: Transit DOAP ✓
 Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 ✓ Fiscal Year: 2020 ✓

Section A: State of Illinois Funds

EVENUES	Fiscal Year	Total Revenue
State of Illinois Grant Requested	\$	750,041.00 ✓
Budget Expenditure Categories		Total Expenditures
Personnel (Salary and Wages)	200.430	
Fringe Benefits	200.431	
Travel	200.474	
Equipment	200.439	
Supplies	200.94	
Contractual Services and Subawards	200.318 & 200.92	747,541.00 ✓
Consultant (Professional Service)	200.459	
Construction		
Occupancy (Rent and Utilities)	200.465	
0. Research and Development (R&D)	200.87	
1. Telecommunications		
2. Training and Education	200.472	
3. Direct Administrative Costs	200.413 (c)	
4. Miscellaneous Costs		
5. A. Grant Exclusive Line Item(s)		
5. B. Grant Exclusive Line Item(s)		
6. Total Direct Costs (add lines 1-15)	200.413	747,541.00 ✓
7. Total Indirect Costs	200.414	2,500.00 ✓
Rate %: <u>10</u> ✓		
Base: <u>MTDC</u> ✓		
8. Total Costs State Grant Funds (Lines 16 and 17)	\$	750,041.00 ✓
MUST EQUAL REVENUE TOTALS ABOVE		

Instructions found at end of document.



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

Organization Name: Tazewell County

NOFO Number: 494-80-1141 ✓

SECTION A - Continued - Indirect Cost Rate Information

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

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

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

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

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

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

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

4. For Restricted Rate Programs, our Organization is using a restricted indirect cost rate that:

is included as a "Special Indirect Cost Rate" in the NICRA, pursuant to 2 CFR 200 Appendix IV(5); or

complies with other statutory policies.

The Restricted Indirect Cost Rate is: _____ %

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

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

Period Covered by NICRA: From: _____ To: _____ Approving Federal or State Agency: _____

Indirect Cost Rate: _____ % The Distribution Base Is: _____



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Tazewell County

NOFO Number: 494-80-1141

Section B: Non-State of Illinois Funds

Fiscal Year: Fiscal Year 2020

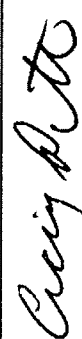
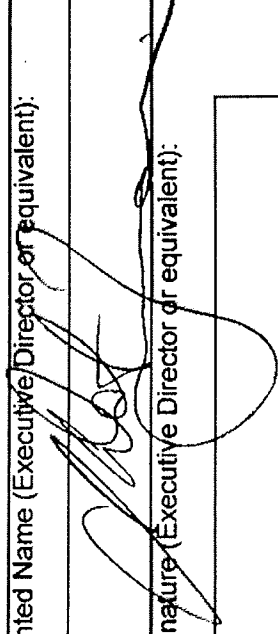
REVENUES		Total Revenue
Grantee Match Requirement %:	(Agency to Populate)	
b) Cash		\$ 136,150.00
c) Non-Cash		\$
d) other Funding and Contributions		\$ 267,719.00
Total Non-State Funds.(lined b through d)		\$ 403,869.00
Budget Expenditure Categories		Total Expenditures
OMB Uniform Guidance Federal Awards Reference 2 CFR 200		
1. Personnel (Salaries and Wages)	200.430	\$
2. Fringe Benefits	200.431	\$
3. Travel	200.474	\$
4. Equipment	200.439	\$
5. Supplies	200.94	\$
6. Contractual Services and Subawards	200.318 & 200.92	\$ 401,369.00
7. Consultant (Professional Services)	200.459	\$
8. Construction		\$
9. Occupancy (Rent and Utilities)	200.465	\$
10. Research and Development (R&D)	200.87	\$
11. Telecommunications		\$
12. Training and Education	200.472	\$
13. Direct Administrative Costs	200.413 (c)	\$
14. Miscellaneous Costs		\$
15. A. Grant Exclusive Line Item(s)		\$
15. B. Grant Exclusive Line Item(s)		\$
16. Total Direct Costs (add lines 1-15)	200.413	\$ 401,369.00
17. Total indirect Costs	200.414	\$ 2,500.00
Rate %:	10	
Base:	MTDC	
18. Total Costs State Grant Funds (Lines 16 and 17)		\$ 403,869.00
MUST EQUAL REVENUE TOTALS ABOVE		



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Organization Name: Tazewell County NOFO Number: 494-80-1141 ✓
 Universal Number System (DUNS) Number (enter numbers only): 071430805 ✓ Fiscal Year: Fiscal Year 2020
 Program of State Financial Assistance (CSFA) Number: 494-80-1141 ✓ Transit DOAP ✓
 CSFA Short Description:

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

Tazewell County Institution/Organization Name:	Tazewell County Institution/Organization Name:
Finance Director Title (Executive Director or equivalent):	Tazewell County Board Chairman Title (Executive Director or equivalent):
Craig A. Peters Printed Name (Chief Financial Officer or equivalent):	J David Zimmerman Printed Name (Executive Director or equivalent):
 Signature (Chief Financial Officer or equivalent):	 Signature (Executive Director or equivalent):
 Date of Execution (Chief Financial Officer):	 Date of Execution (Executive Director):

The State Awarding Agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on the behalf of the organization.



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

FATA Data Collection Form (if needed by agency)

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

Sub-recipient DUNS: 071430805 ✓ Sub-recipient Parent Company DUNS: 071430805

Sub-recipient Name: Tazewell County

Sub-recipient DBA Name: Tazewell County

Sub-recipient Street Address: 11 South Fourth Street Suite 432

City: Pekin State: IL Zip-Code: 61554 Congressional District: 18

Sub-recipient Principal Place of Performance: 11 South Fourth Street Suite 432

City: Pekin State: IL Zip-Code: 61554 Congressional District: 18

Contract Number (if known): Award Amount: \$750,041.00 ✓ Project Period: From: Jul 1, 2019 To: Jun 30, 2020

State of Illinois Awarding Agency and Project Detail Description:

Illinois Department of Transportation - Public transportation Downstate Operating Assistance Program for Rural Tazewell County ✓

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

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

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

2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)? ✓

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

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

Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:
Name:	Amount:



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

J. Personnel (Salaries and Wages) (2 CFR 200.430)

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

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Personnel Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Personnel							
Personnel Narrative (State):							
Personnel Narrative (Non-State): (i.e. "Match" or "Other Funding")							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

h. Fringe Benefits (2 CFR 200.431)

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

Name	Position(s)	Base	Rate (%)	Fringe Benefit Cost	Add/Delete Rows
			%		Add Delete
State Total					
			%		Add Delete
Non-State Total					
Total Fringe Benefits					
Fringe Benefits Narrative (State):					
Fringe Benefits Narrative (Non-State): (i.e. "Match" or "Other Funding")					



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

g. Travel (2 CFR 200.474)

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

Purpose of Travel/Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Travel Cost	Add/Delete Row
							Add Delete
State Total							Add Delete
NON-State Total							
Total Travel							
Travel Narrative (State):							
Travel Narrative (Non-State): (i.e. "Match" of "Other Funding)							



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1. Equipment (2 CFR 200.439)

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

Item	Quantity	Cost Per Item	Equipment Cost	Add/Delete Rows	
				Add	Delete
State Total					
Non-State Total					
Total Equipment					

95

equipment Narrative (State):

equipment Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

i. Supplies (2 CFR 200.94)

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

Item	Quantity/Duration	Cost Per Item	Supplies Cost	Add/Delete Rows
				Add Delete
State Total				
				Add Delete
Non-State Total				
Total Supplies				

Supplies Narrative (State):

Supplies Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Contractual Services (2 CFR 200.318) & Subawards (200.92)

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

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

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

97	Item	Contractual Services Cost	Add/Delete Rows
	Expenses incurred by the private not-for-profit Operator of the transportation system	\$747,541.00	Add Delete
	State Total	✓ \$747,541.00	
	Expenses incurred by the private not-for-profit Operator of the transportation system	\$401,369.00	Add Delete
	Non-State Total	✓ \$401,369.00	
	Total Contractual Services	✓ \$1,148,910.00	

Contractual Services Narrative (State):

Purchase of transportation services from a publicly owned transportation provider or a privately owned transportation provider. This category also includes user-side subsidies, a purchase of service contract in which the passenger (user) pays for a portion of the full fares. Purchased transportation includes the reimbursements to volunteers for mileage on personal vehicles for public transportation if used to transport passengers. ✓

Contractual Services Narrative (Non-State): (i.e. "Match" or "Other Funding")

Matching funds ✓



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

Consultant Services and Expenses (2 CFR 200.459)

onsultant Services (Fees): For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimated time on the project.
onsultant Expenses: List all expenses to be paid from the grant to the individual consultant in addition to their fees (i.e., travel, meals, lodging, etc.) Consultant--
 dicate whether applicant's formal, written Procurement Policy or the Federal Acquisitions Policy is used.

Consultant Services (Fees)	Services Provided	Fee	Basis	Quantity	Consultant Services (Fee) Cost	Add/Delete Row
						Add Delete
				State Total		
						Add Delete
				NON-State Total		
					Total Consultant Services (Fees)	

onsultant Services Narrative (State):

onsultant Services Narrative (Non-State):

Consultant Expenses - Items	Location	Cost Rate	Basis	Quantity	Number of Trips	Consultant Expenses Cost	Add/Delete Row
							Add Delete
				State Total			
							Add Delete
				NON-State Total			
					Total Consultant Expenses		

onsultant Expenses Narrative (State):

onsultant Expenses Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1. Construction

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

Purpose	Description of Work	Construction Cost	Add/Delete Rows	
			Add	Delete
	State Total			
	Non-State Total			
	Total Construction			

Construction Narrative (State):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1. Occupancy - Rent and Utilities (2 CFR 200.465)

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

Description	Quantity	Basis	Cost	Length of Time	Occupancy Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Occupancy - Rent and Utilities						

Occupancy - Rent and Utilities Narrative (State):

Occupancy - Rent and Utilities Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Research & Development (R&D) (2 CFR 200.87)

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

Purpose	Description of Work	Research and Development Cost	Add/Delete Rows	
			Add	Delete
	State Total		Add	Delete
			Add	Delete
	Non-State Total			
101	Total Research and Development			

research and Development Narrative (State):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

1). Telecommunications

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

Description	Quantity	Basis	Cost	Length of Time	Telecommunications Cost	Add/Delete Row
						Add Delete
State Total						Add Delete
NON-State Total						Add Delete
Total Telecommunications						

Telecommunications Narrative (State):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

2). Training and Education (2 CFR 200.472)

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

Description	Quantity	Basis	Cost	Length of Time	Training and Education Cost	Add/Delete Row
						Add Delete
State Total						Add Delete
NON-State Total						Add Delete
Total Training and Education						

10

Training and Education Narrative (State):

Training and Education Narrative (Non-State): (i.e. "Match" or "Other Funding")



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

3). Direct Administrative Costs (2 CFR 200.413 (c))

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

Name	Position	Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Length of Time	Direct Administrative Cost	Add/Delete Row
				%			Add Delete
State Total							
				%			Add Delete
NON-State Total							
Total Direct Administrative Costs							

104

Direct Administrative Costs Narrative (State):

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



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

l). Other or Miscellaneous Costs

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

Description	Quantity	Basis	Cost	Length of Time	Other or Miscellaneous Cost	Add/Delete Row
						Add Delete
State Total						
						Add Delete
NON-State Total						
Total Other or Miscellaneous Costs						
Other or Miscellaneous Costs Narrative (State):						
Other or Miscellaneous Costs Narrative (Non-State): (i.e. "Match" or "Other Funding")						



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

5). GRANT EXCLUSIVE LINE ITEM

Grant Exclusive Line Item Description:

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

Description	Quantity	Basis	Cost	Length of Time	Grant Exclusive Line Item Cost	Add/Delete Row
						Add Delete
				State Total		Add Delete
				NON-State Total		
Total Grant Exclusive Line Item						

Grant Exclusive Line Item Narrative (State):

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

Add New Grant Exclusive Line Item

Delete Grant Exclusive Line Item



**State of Illinois
UNIFORM GRANT BUDGET TEMPLATE**

16). Indirect Cost (2 CFR 200.414)

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

Description	Base	Rate	Indirect Cost	Add/Delete Rows
Actual indirect cost rate proposed	25,000	10.0%	\$2,500.00	Add Delete
		State Total	\$2,500.00	
Actual indirect cost rate proposed	25,000	10.0%	\$2,500.00	Add Delete
		Non-State Total	\$2,500.00	
		Total Indirect Costs	\$5,000.00	
Indirect Costs Narrative (State): Indirect Costs are those that have been incurred for common or joint purposes. These costs benefit more than one cost objective or program and cannot be readily identified with a particular final cost objective without effort disproportionate to the results achieved. ✓				
Indirect Costs Narrative (Non-State): Matching Funds. ✓				



State of Illinois UNIFORM GRANT BUDGET TEMPLATE

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

Budget Category	State	Non-State	Total
Personnel			
Fringe Benefits			
Travel			
Equipment			
Supplies	✓ \$747,541.00	✓ \$401,369.00	✓ \$1,148,910.00
Contractual Services			
Consultant (Professional Services)			
Construction			
Occupancy (Rent and Utilities)			
0. Research and Development (R & D)			
1. Telecommunications			
2. Training and Education			
3. Direct Administrative Costs			
4. Other or Miscellaneous Costs			
5. GRANT EXCLUSIVE LINE ITEM(S)			
6. Indirect Costs	✓ \$2,500.00	✓ 2,500.00	✓ \$5,000.00
State Request		\$750,041.00 ✓	
Non-State Amount		\$403,869.00 ✓	
TOTAL PROJECT COSTS			\$1,153,910.00 ✓



State of Illinois
UNIFORM GRANT BUDGET TEMPLATE

For State Use Only
 Grantee: Tazewell County ✓
 Data Universal Number System (DUNS) Number (enter numbers only) : 071430805 ✓
 Notice of Funding Opportunity (NOFO) Number: 494-80-1141 ✓
 Catalog of State Financial Assistance (CSFA) Number: 494-80-1141 ✓
 CSFA Short Description: Transit DOAP ✓
 Fiscal Year(s): Fiscal Year 2020 ✓

Initial Budget Request Amount: _____
 Prior Written Approval for Expense Line Item: _____
 Statutory Limits or Restrictions: _____
 Checklist: _____

Final Budget Amount Approved: 1,150,910.00
 GRINA K. BALDING
 Program Approval Name
 Program Approval Signature: *Grina K. Balding*
 Date: 4-9-19

Fiscal & Administrative Approval Name
 Fiscal & Administrative Approval Signature
 Date

Budget Revision Approved: _____
 Program Approval Name
 Program Approval Signature
 Date

Fiscal & Administrative Approval Name
 Fiscal & Administrative Approval Signature
 Date

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

COMMITTEE REPORT

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

RESOLUTION

WHEREAS, the Executive Committee recommends to the County Board to approve the proposal of the County Clerk to approve changes to the precinct boundaries and polling locations in the following townships; and

WHEREAS, the townships are Delavan, Elm Grove, Little Mackinaw, Mackinaw, Sand Prairie, Tremont, Cincinnati, Fondulac, Groveland, Morton, Washington and Pekin; and

WHEREAS, these changes have come about due to the population changes in these townships and the recommended population requirement per precinct; and

WHEREAS, the attached maps show the old precinct lines and the new precinct lines in each of the respective townships as well as the adjustments to the polling locations for each.

THEREFORE BE IT RESOLVED that the County Board approve the recommended changes of precinct boundaries and polling locations.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Office, the Election Division, the Chairmen of each political party and the Township Supervisors of all affected townships of this action.

PASSED THIS 26TH DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman

Current Precincts

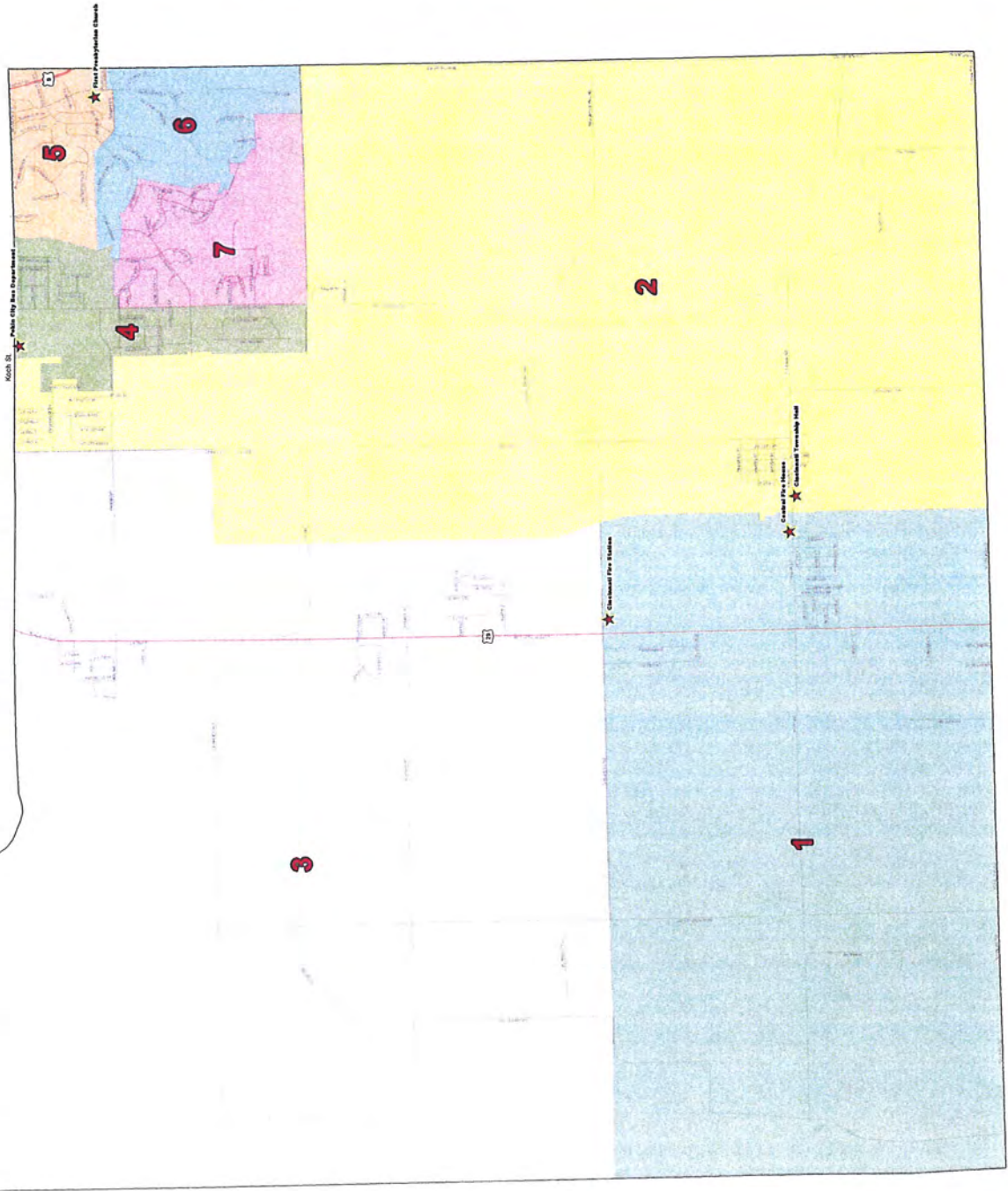
and

Polling Locations

as provided by the
Tazewell County Clerk

CINCINNATI PRECINCTS

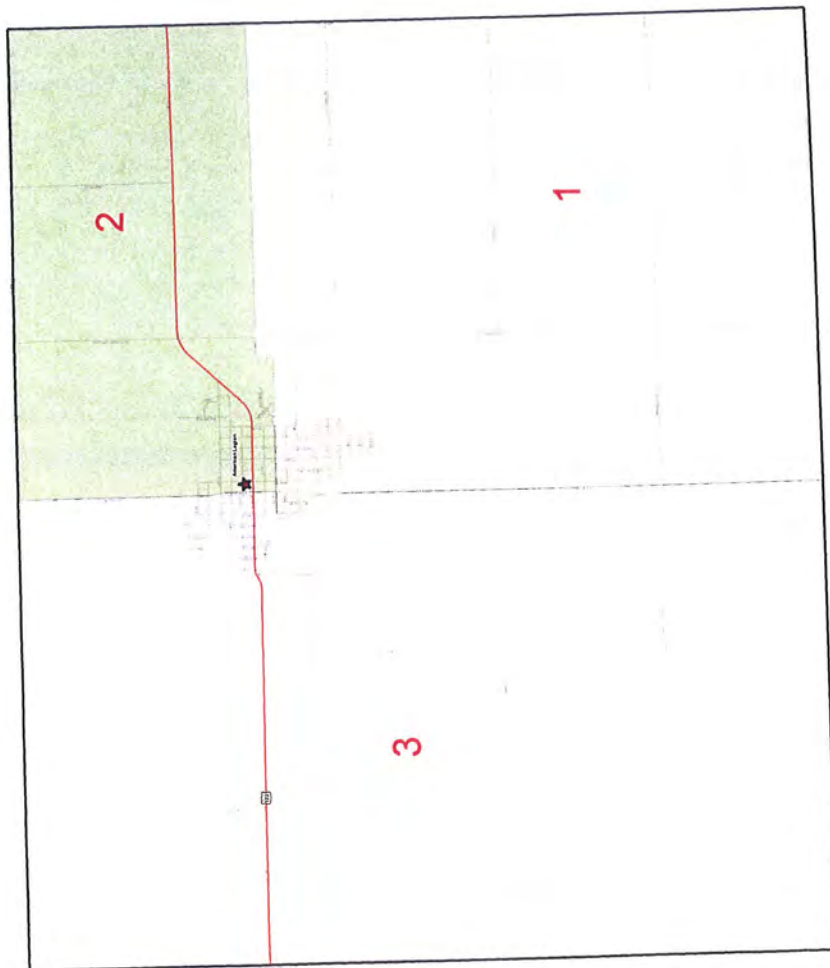
Township 24-North Range 5-West



- Precinct 1
Central Fire House
209 W Main St., South Pekin
- Precinct 2
Cincinnati Township Hall
206 E Main St, South Pekin
- Precinct 3
Cincinnati Fire Station
14065 Chester L Rd., Pekin
- Precinct 4
Pekin City Bus Dept
1130 Koch St., Pekin
- Precinct 5
First Presbyterian Church
1717 Highwood, Pekin
- Precinct 6
First Presbyterian Church
1717 Highwood, Pekin
- Precinct 7
First Presbyterian Church
1717 Highwood, Pekin

DELANAN PRECINCTS

Township 22-North Range 4-West

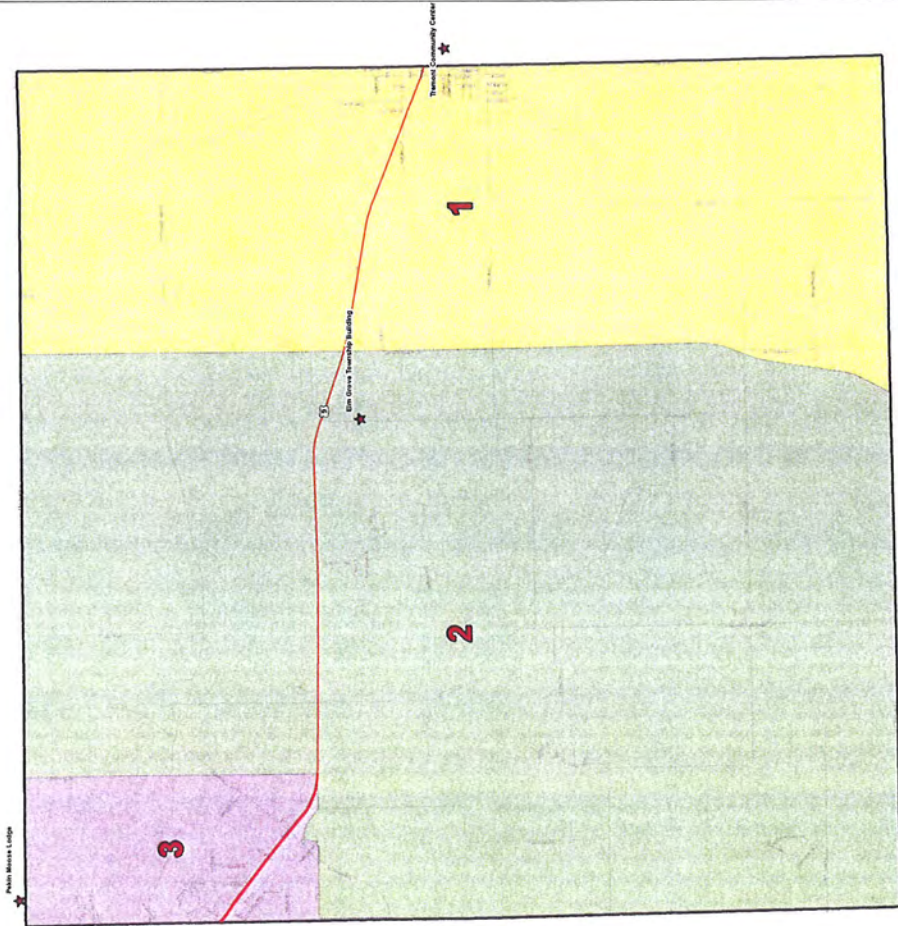


Precinct 1	Precinct 2	Precinct 3
American Legion 118 E 3rd St., Delavan	American Legion 118 E 3rd St., Delavan	American Legion 118 E 3rd St., Delavan

Source: Tazewell County Clerk 2017

ELM GROVE PRECINCTS

Township 24-North Range 4-West

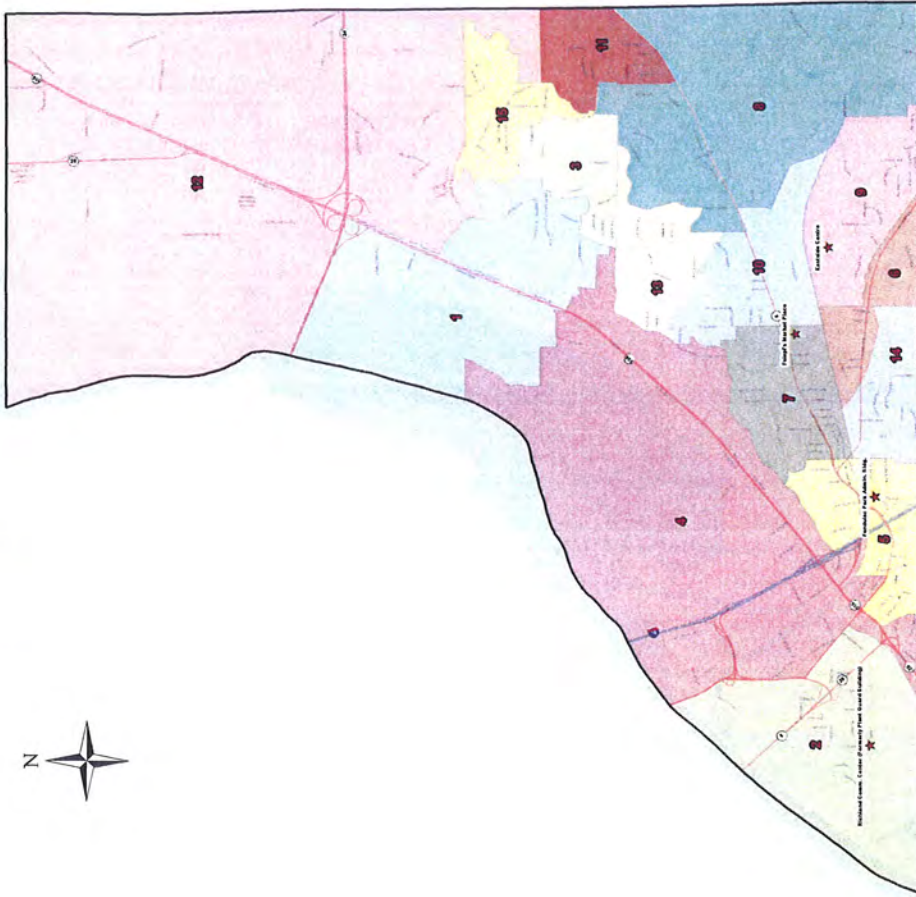


Precinct 1	Precinct 2	Precinct 3
Tremont Community Ctr 216 S. Sampson St., Tremont	Elm Grove Township Building 14490 Watson Rd., Pekin	Pekin Moose Lodge 2605 Broadway St., Pekin

Source: Tazewell County Clerk 2017

FONDULAC PRECINCTS

Township 26-North Range 4-West



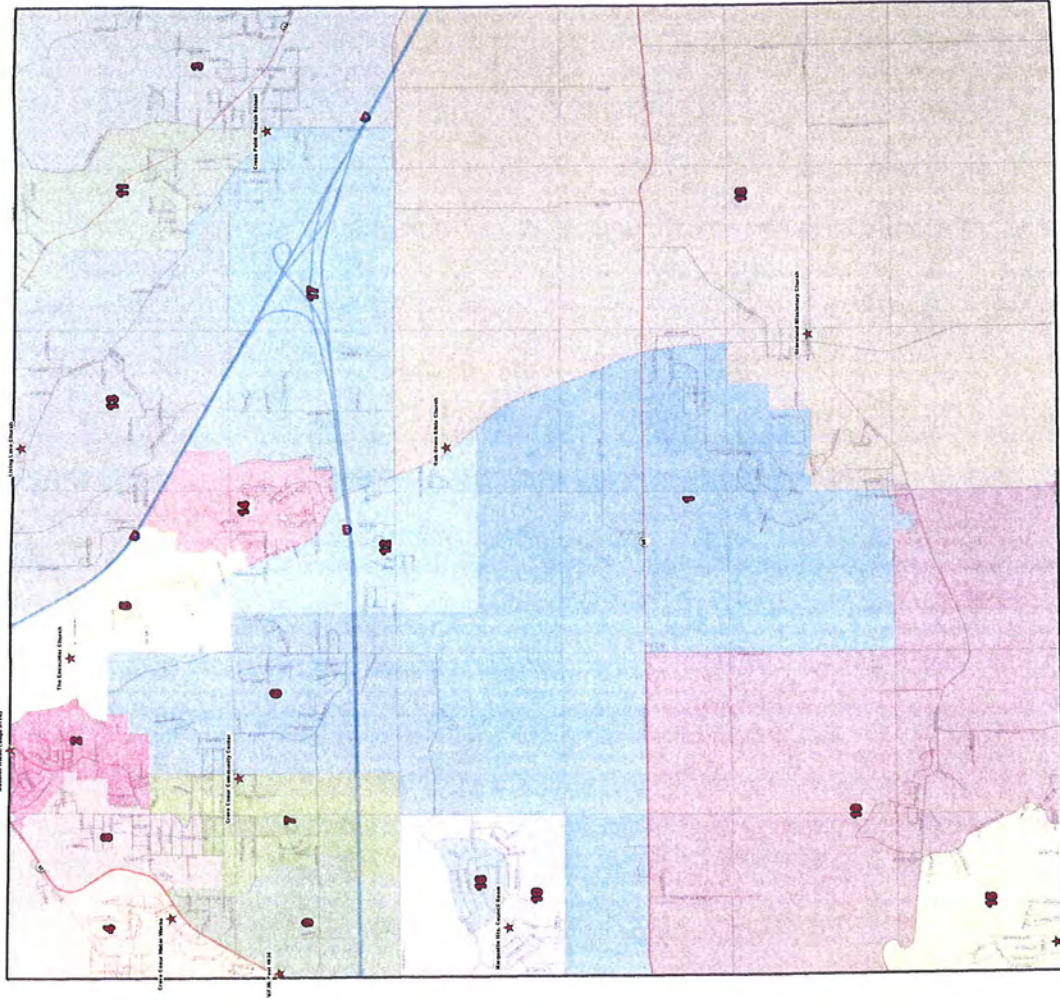
Precinct 1	Foley's Market Place 2200 E Washington St., East Peoria	Precinct 6	Enclave Centre 1 Eastside Dr., East Peoria	Precinct 11	Foley's Market Place 2200 E Washington St., East Peoria
Precinct 2	Richland Green Center 488 Cass St., East Peoria	Precinct 7	Foley's Market Place 2200 E Washington St., East Peoria	Precinct 12	Foley's Market Place 2200 E Washington St., East Peoria
Precinct 3	Foley's Market Place 2200 E Washington St., East Peoria	Precinct 8	Foley's Market Place 2200 E Washington St., East Peoria	Precinct 13	Foley's Market Place 2200 E Washington St., East Peoria
Precinct 4	Enclave Park Admin Bldg 201 Veterans Rd., East Peoria	Precinct 9	Enclave Centre 1 Eastside Dr., East Peoria	Precinct 14	Living Love Church 1300 Bloomington Rd., East Peoria
Precinct 5	Fondulac Park Admin Bldg 201 Veterans Rd., East Peoria	Precinct 10	Foley's Market Place 2200 E Washington St., East Peoria	Precinct 15	Foley's Market Place 2200 E Washington St., East Peoria

Source: Tazewell County Clerk 2017



GROVELAND PRECINCTS

Township 25 - North Range 4 - West

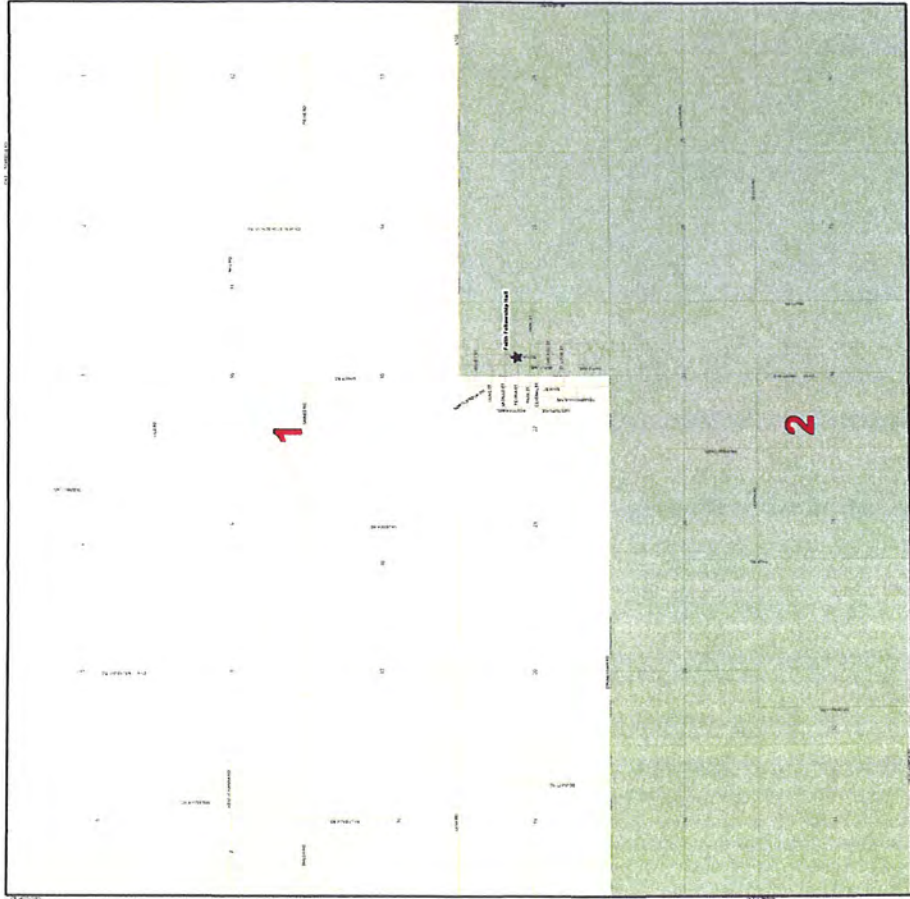


Precinct 1	Groveland Missionary Church 5043 Quaternwood Rd., Groveland	Precinct 8	Creve Coeur Community Ctr 586 Groveland St., Creve Coeur	Precinct 15	Pekin Moose Lodge 2805 Broadway St., Pekin
Precinct 2	Masonic Hilton Lodge #1143 230 Pekin Ave., East Peoria	Precinct 9	Creve Coeur Make Works 101 Thorncrest, Creve Coeur	Precinct 16	Marquette Heights Council Room 715 Lincoln, Marquette Heights
Precinct 3	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria	Precinct 10	Marquette Heights Council Room 715 Lincoln, Marquette Heights	Precinct 17	Oak Grove Bible Church 3221 Springfield Rd., East Peoria
Precinct 4	Creve Coeur Make Works 101 Thorncrest, Creve Coeur	Precinct 11	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria	Precinct 18	Groveland Missionary Church 5043 Quaternwood Rd., Groveland
Precinct 5	The Encounter Church 800 Springfield Rd., E Peoria	Precinct 12	Oak Grove Bible Church 3221 Springfield Rd., East Peoria	Precinct 19	Pekin Moose Lodge 2805 Broadway St., Pekin
Precinct 6	Creve Coeur Community Ctr 586 Groveland St., Creve Coeur	Precinct 13	Living Love Church 1305 Bloomington Rd., East Peoria		
Precinct 7	Creve Coeur Community Ctr 586 Groveland St., Creve Coeur	Precinct 14	Oak Grove Bible Church 3221 Springfield Rd., East Peoria		

Source: Tazewell County Clerk 2018

LITTLE MACKINAW PRECINCTS

Township 23-North Range 2-West



Precinct 1

Faith Fellowship Hall
304 N. School St., Minier

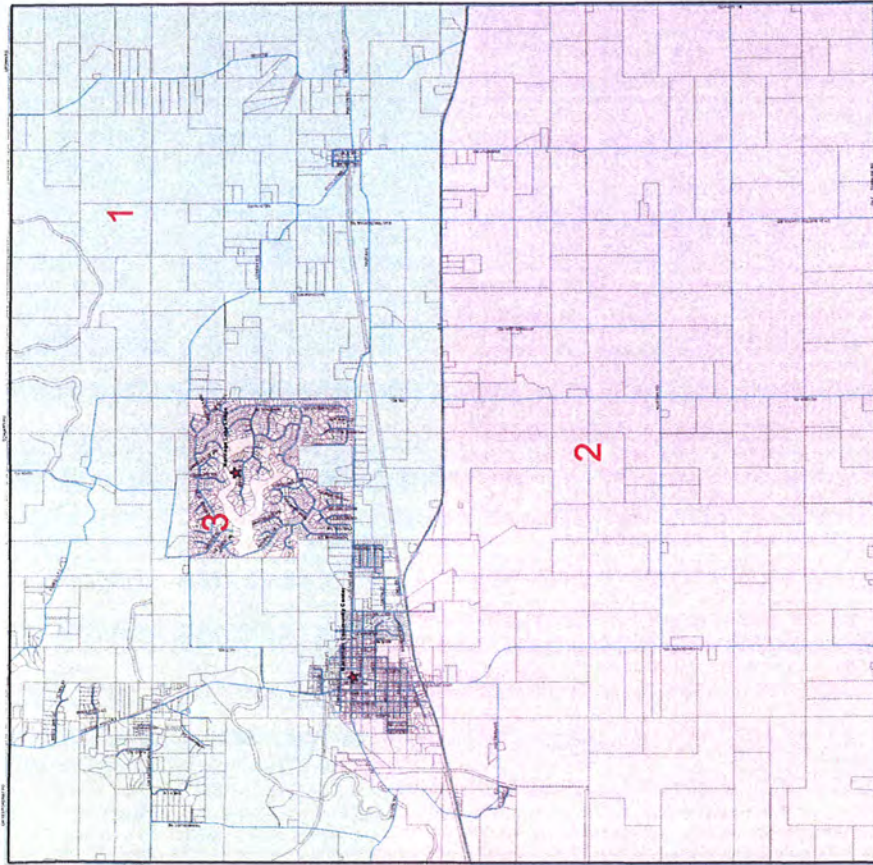
Precinct 2

Faith Fellowship Hall
304 N. School St., Minier

Source: Tazewell County Clerk 2018

MACKINAW PRECINCTS

Township 24-North Range 2-West

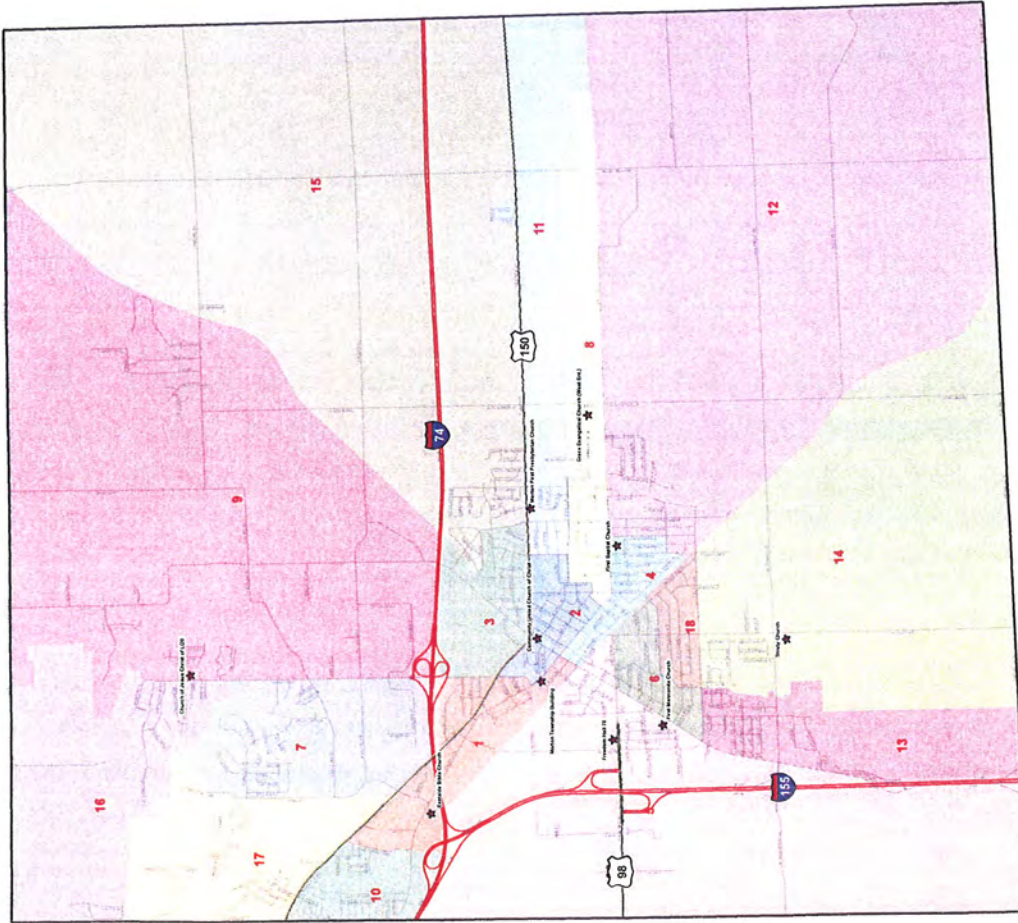


- | | | |
|---|---|---|
| Precinct 1 | Precinct 2 | Precinct 3 |
| Mackinaw Community Center
101 S. Orchard St., Mackinaw | Mackinaw Community Center
101 S. Orchard St., Mackinaw | Heritage Lake Lodge
200 Brandy Dr., Mackinaw |

Source: Tazewell County Clerk, 2018

MORTON PRECINCTS

Township 25-North Range 3-West



- | | | | |
|-------------|--|-------------|--|
| Precinct 1 | Morton Township Bldg
300 W Jefferson, Morton | Precinct 13 | First Mennonite Church
250 S Baltimore, Morton |
| Precinct 2 | Morton First Presbyterian Church
1020 E Jackson St, Morton | Precinct 14 | Trinity Church
1801 S 4th Ave, Morton |
| Precinct 3 | Community United Church of Christ
300 N Main St, Morton | Precinct 15 | Community United Church of Christ
300 N Main St, Morton |
| Precinct 4 | First Baptist Church
900 E Jefferson St, Morton | Precinct 16 | Church of Jesus Christ LDS
250 N Morton Ave., Morton |
| Precinct 5 | Freedom Hall #76
348 W Birchwood, Morton | Precinct 17 | Eastside Bible Church
1210 W Jefferson, Morton |
| Precinct 6 | First Mennonite Church
250 S Baltimore, Morton | Precinct 18 | Trinity Church
1801 S 4th Ave, Morton |
| Precinct 7 | Church of Jesus Christ of LDS | Precinct 17 | Eastside Bible Church
1310 W Jefferson, Morton |
| Precinct 8 | Morton First Presbyterian Church
900 E Jefferson St, Morton | Precinct 18 | Grace Evangelical Church
1225 E Jefferson (West Door), Morton |
| Precinct 9 | Church of Jesus Christ LDS
2500 N Morton Ave., Morton | | |
| Precinct 10 | Eastside Bible Church
1310 W Jefferson, Morton | | |
| Precinct 11 | Morton First Presbyterian Church
1020 E Jackson St, Morton | | |
| Precinct 12 | Grace Evangelical Church
1225 E Jefferson (West Door), Morton | | |

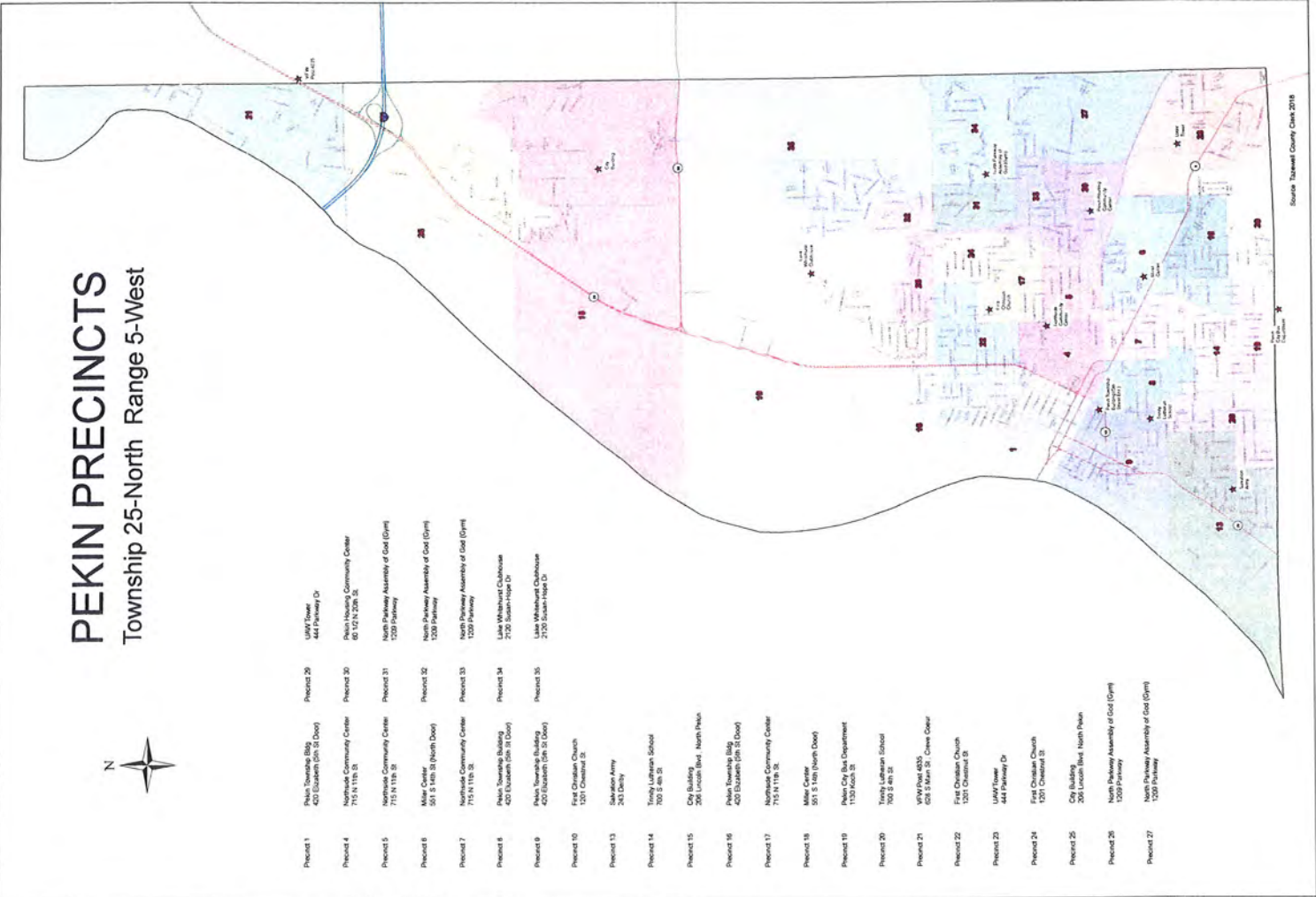
Source: Harbert County Clerk (Oct 2017)

PEKIN PRECINCTS

Township 25-North Range 5-West



- | | | | |
|-------------|---|-------------|---|
| Precinct 1 | Pekin Township Bldg
420 Elizabeth (5th St Door)
715 N 11th St | Precinct 26 | UWA Tower
444 Parkway Dr |
| Precinct 4 | Northside Community Center
715 N 11th St | Precinct 30 | Northside Community Center
88, 101, 103, 105 St |
| Precinct 5 | Northside Community Center
715 N 11th St | Precinct 31 | North Parkway Assembly of God (Gym)
1208 Parkway |
| Precinct 8 | Miller Center
551 S 14th St (North Door)
715 N 11th St | Precinct 32 | North Parkway Assembly of God (Gym)
1208 Parkway |
| Precinct 7 | Northside Community Center
715 N 11th St | Precinct 33 | North Parkway Assembly of God (Gym)
1208 Parkway |
| Precinct 8 | Pekin Township Building
420 Elizabeth (5th St Door)
715 N 11th St | Precinct 34 | Lake Michigan Clubhouse
7120 Susan Hope Dr |
| Precinct 9 | Pekin Township Building
420 Elizabeth (5th St Door)
715 N 11th St | Precinct 35 | Lake Michigan Clubhouse
7120 Susan Hope Dr |
| Precinct 10 | First Christian Church
1201 Chestnut St | | |
| Precinct 13 | Scholarship Army
243 DeWitt | | |
| Precinct 14 | Tony's Lutheran School
700 S 4th St | | |
| Precinct 15 | City Building
206 Lincoln Blvd. North Peain | | |
| Precinct 16 | Pekin Township Bldg
420 Elizabeth (5th St Door)
715 N 11th St | | |
| Precinct 17 | Northside Community Center
715 N 11th St | | |
| Precinct 18 | Miller Center
551 S 14th (North Door)
1208 Parkway Dr | | |
| Precinct 19 | Allen City Bus Department
1208 Parkway Dr | | |
| Precinct 20 | Tony's Lutheran School
700 S 4th St | | |
| Precinct 21 | VFW Post 4935
638 S Main St. Curve Corner | | |
| Precinct 22 | First Christian Church
1201 Chestnut St | | |
| Precinct 23 | UWA Tower
444 Parkway Dr | | |
| Precinct 24 | First Christian Church
1201 Chestnut St | | |
| Precinct 25 | City Building
206 Lincoln Blvd. North Peain | | |
| Precinct 26 | North Parkway Assembly of God (Gym)
1208 Parkway | | |
| Precinct 27 | North Parkway Assembly of God (Gym)
1208 Parkway | | |

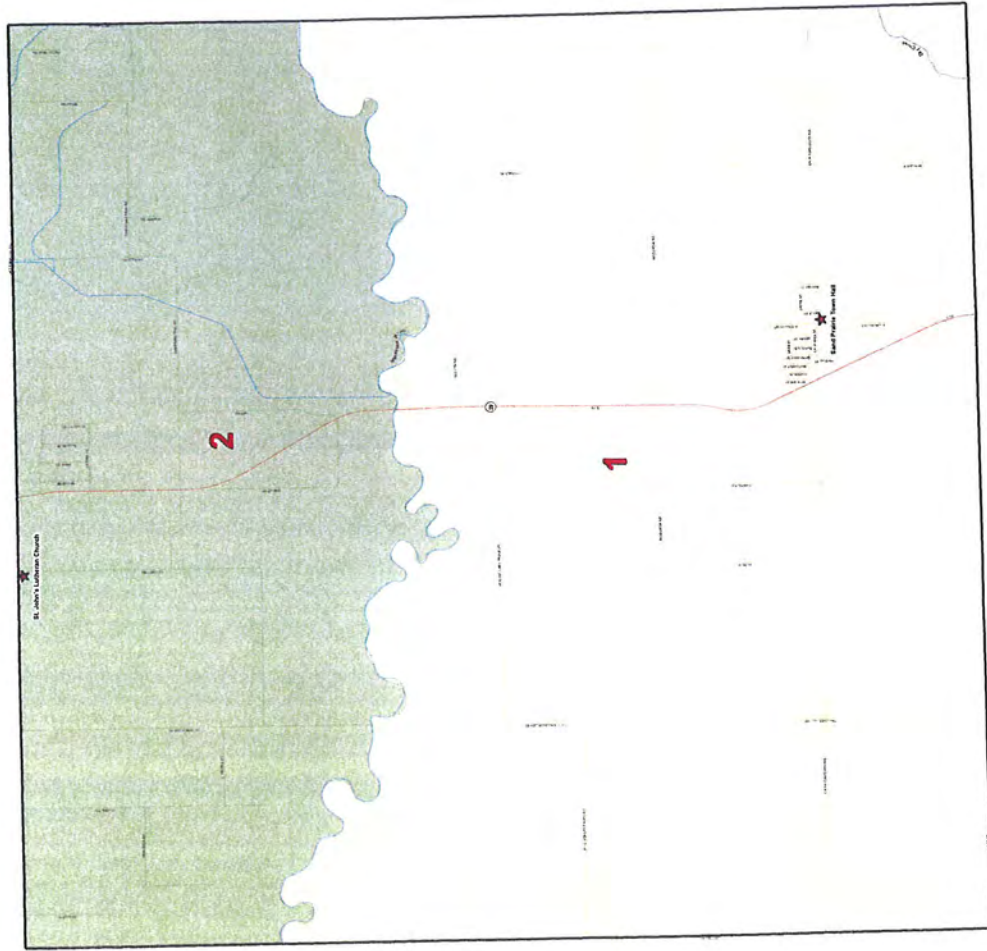


Source: Township Clerk, 2018



SAND PRAIRIE PRECINCTS

Township 23-North Range 5-West



Precinct 1

Sand Prairie Town Hall
102 S. Church St., Green Valley

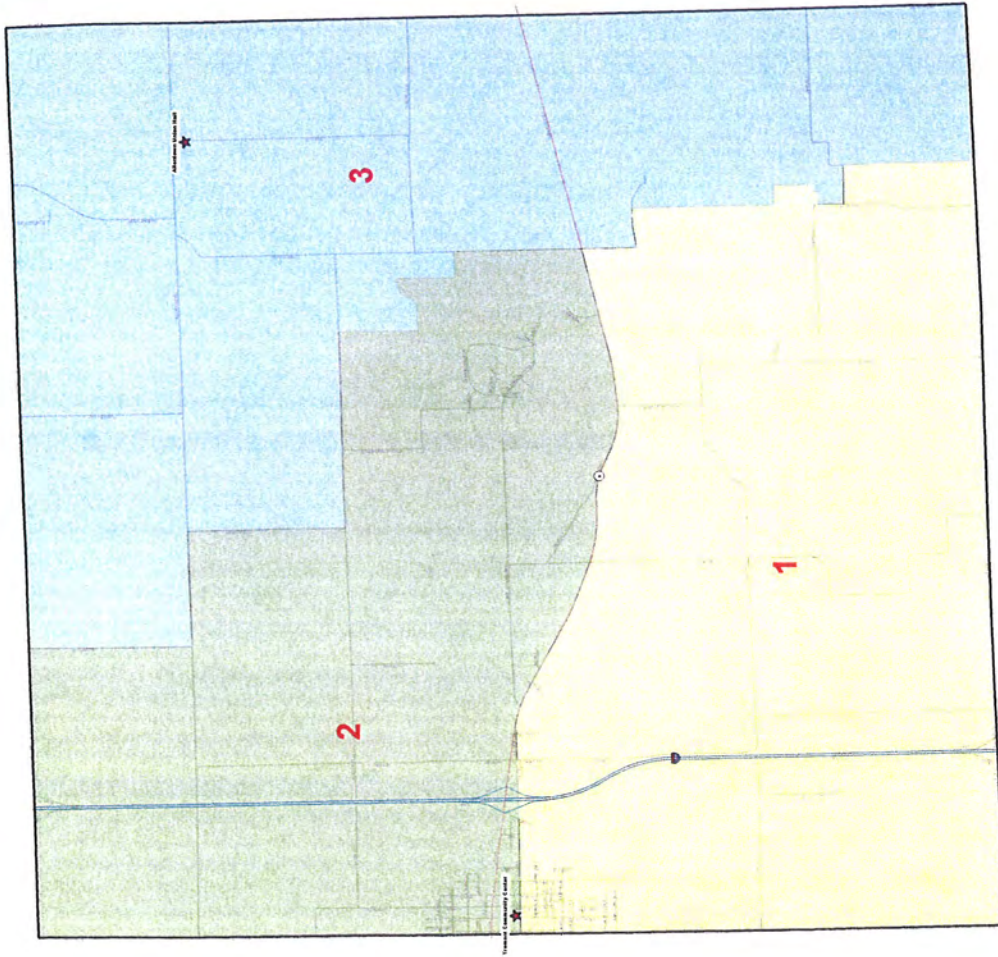
Precinct 2

St. John's Lutheran Church
13443 Townline Rd., Green Valley

Source: Tazewell County Clerk 2017

TREMONT PRECINCTS

Township 24-North Range 3-West



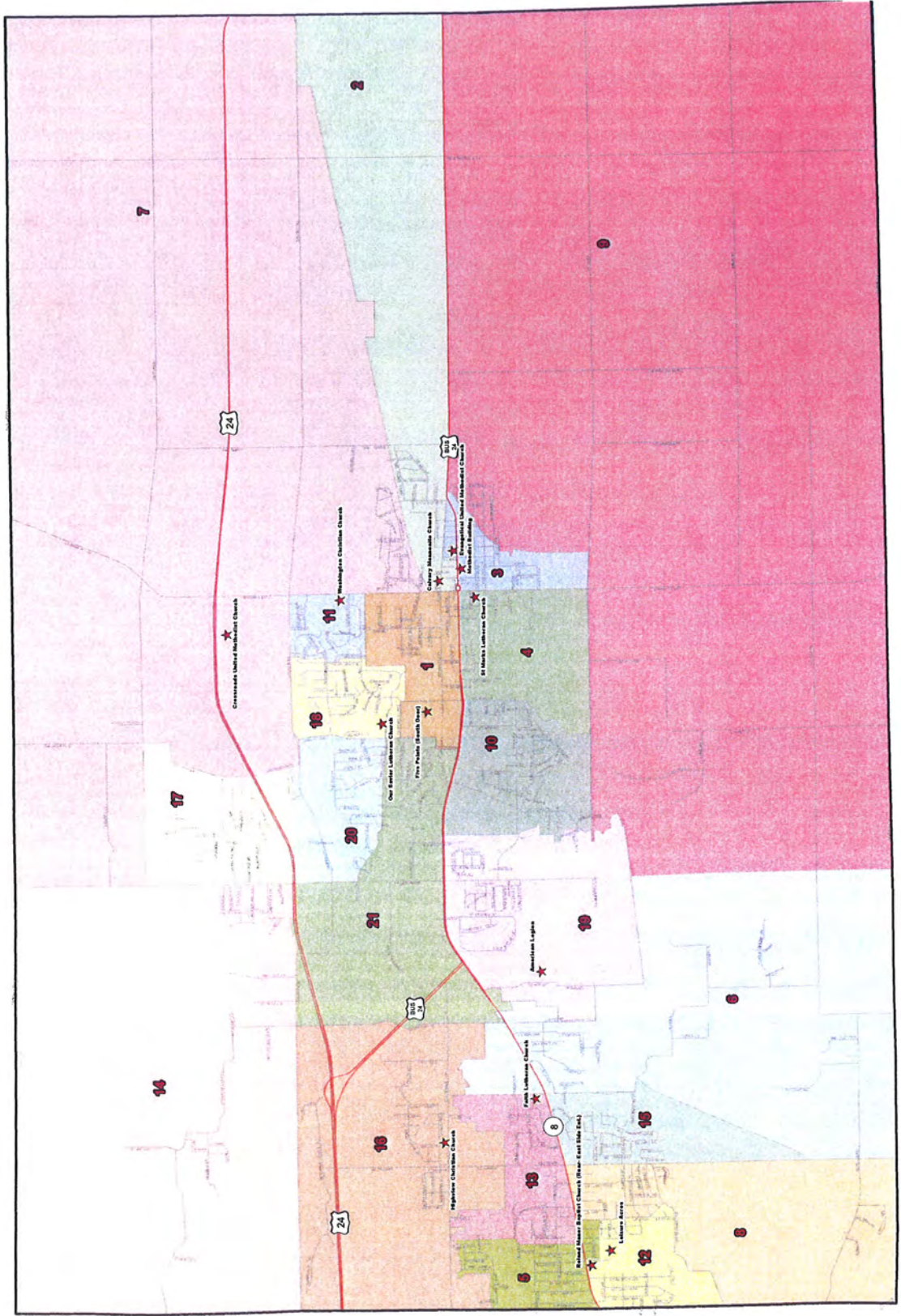
Precinct 1	Precinct 2	Precinct 3
Tremont Community Center 216 S. Sampson St., Tremont	Tremont Community Center 216 S. Sampson St., Tremont	Allentown Town Hall 15881 Uhlman Rd., Allentown

WASHINGTON PRECINCTS

Township 26-North Range 3-West



- Precinct 1 Five Points (South Door)
360 N Wilmor Rd
- Precinct 2 Calvary Masonic Church
115 E Jefferson St
- Precinct 3 Evangelical United Methodist Church
401 Walnut St
- Precinct 4 St Marks Lutheran Church
101 Burton St
- Precinct 5 Roland Manor Baptist Church
2433 Washington Rd (near 600r)
- Precinct 6 Faith Lutheran Church
2206 Washington Rd
- Precinct 7 Washington Christian Church
1012 N Main St
- Precinct 8 Roland Manor Baptist Church
2433 Washington Rd (near 600r)
- Precinct 9 Methodist Building
104 S Elm St
- Precinct 10 Five Points (South Door)
360 N Wilmor Rd
- Precinct 11 Washington Christian Church
1012 N Main St
- Precinct 12 Leisure Acres
200 Carson Ave. Bldg 12
- Precinct 13 Faith Lutheran Church
2206 Washington Rd
- Precinct 14 Crossroads United Methodist Church
1420 N Main St
- Precinct 15 Faith Lutheran Church
2206 Washington Rd
- Precinct 16 Highway Christian Church
403 James Parkway
- Precinct 17 Crossroads United Methodist Church
1420 N Main St
- Precinct 18 Our Savior Lutheran Church
1209 Kingsbury Rd
- Precinct 19 American Legion
211 Legion Rd
- Precinct 20 Five Points (South Door)
360 N Wilmor Rd
- Precinct 21 American Legion
211 Legion Rd



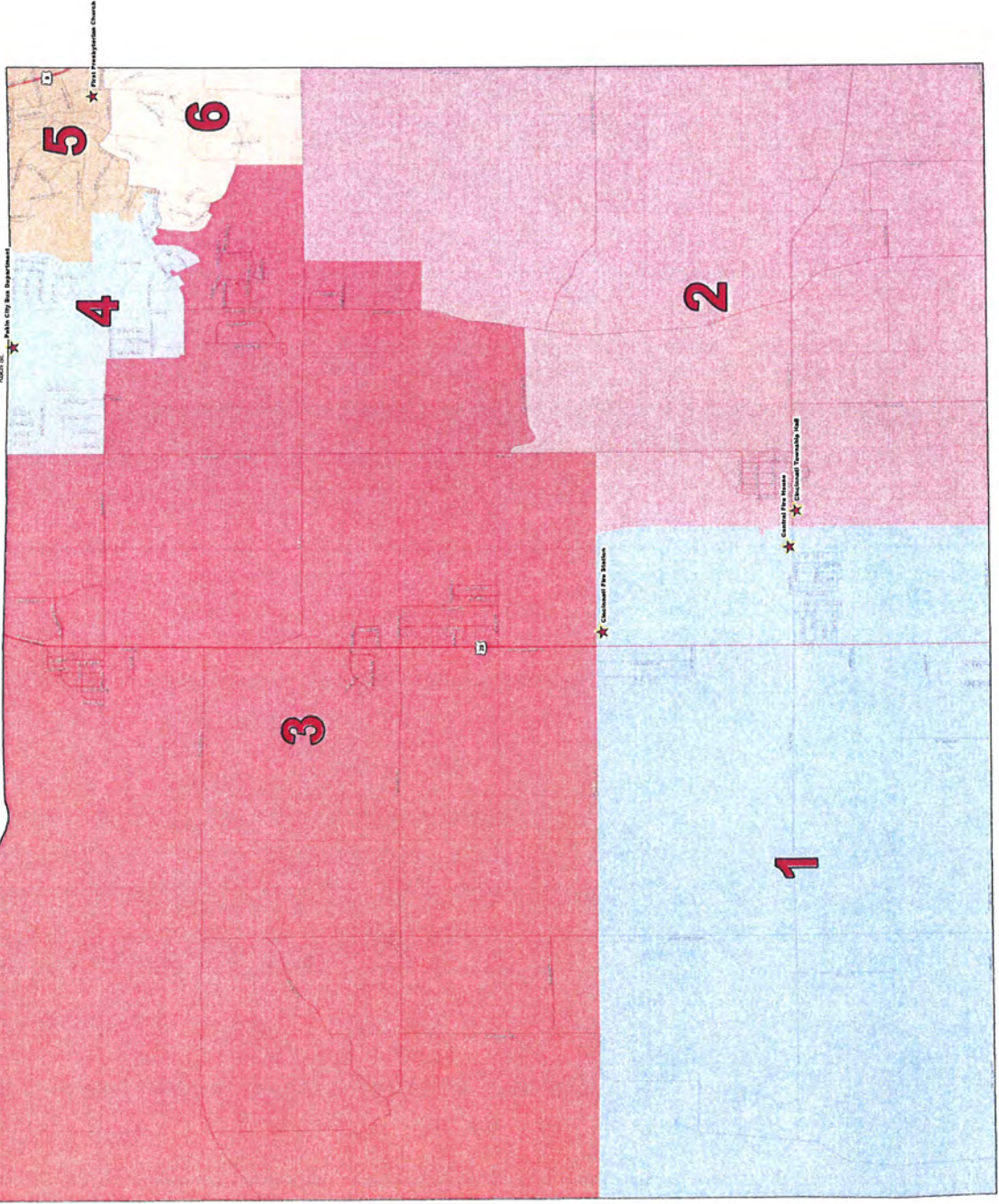
Proposed Precinct
and
Polling Location
changes

as provided by the
Tazewell County Clerk

CINCINNATI PRECINCTS

PROPOSAL 2019

Township 24-North Range 5-West



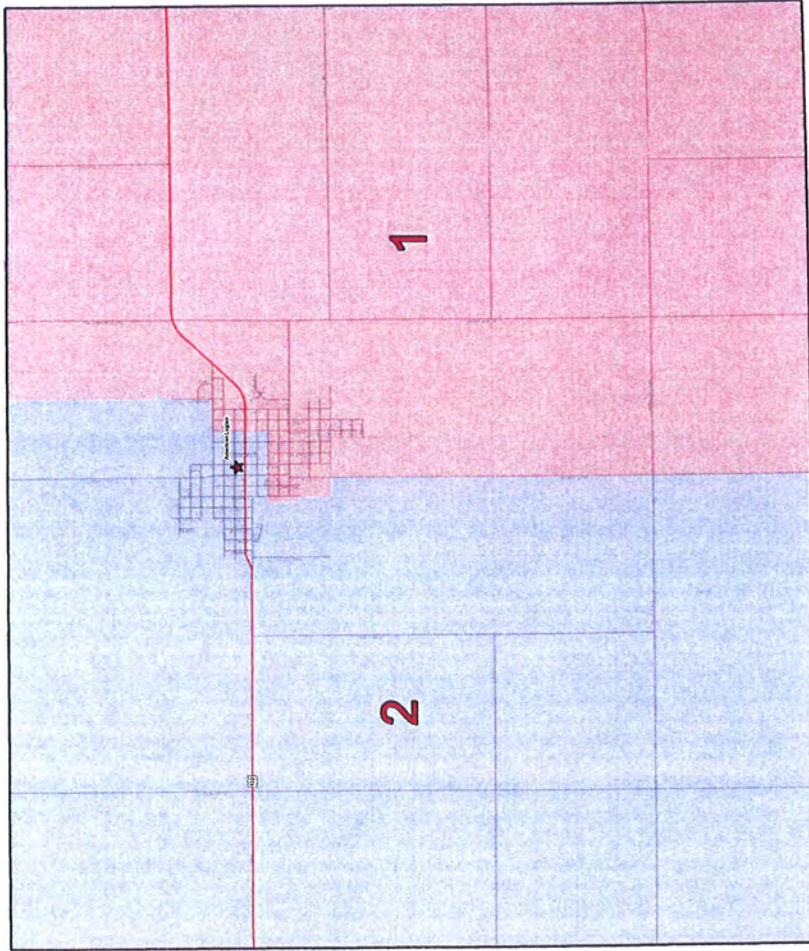
- Precinct 1
Central Fire House
209 W Main St., South Pekin
- Precinct 2
Cincinnati Township Hall
206 E Main St, South Pekin
- Precinct 3
Cincinnati Fire House
14065 Chester L Rd., Pekin
- Precinct 4
Pekin City Bus Dept
1130 Koch St., Pekin
- Precinct 5
First Presbyterian Church
1717 Highwood, Pekin
- Precinct 6
First Presbyterian Church
1717 Highwood, Pekin

DELAVAN PRECINCTS



PROPOSAL 2019

Township 22-North Range 4-West



Precinct 1

American Legion
118 E 3rd St., Delavan

Precinct 2

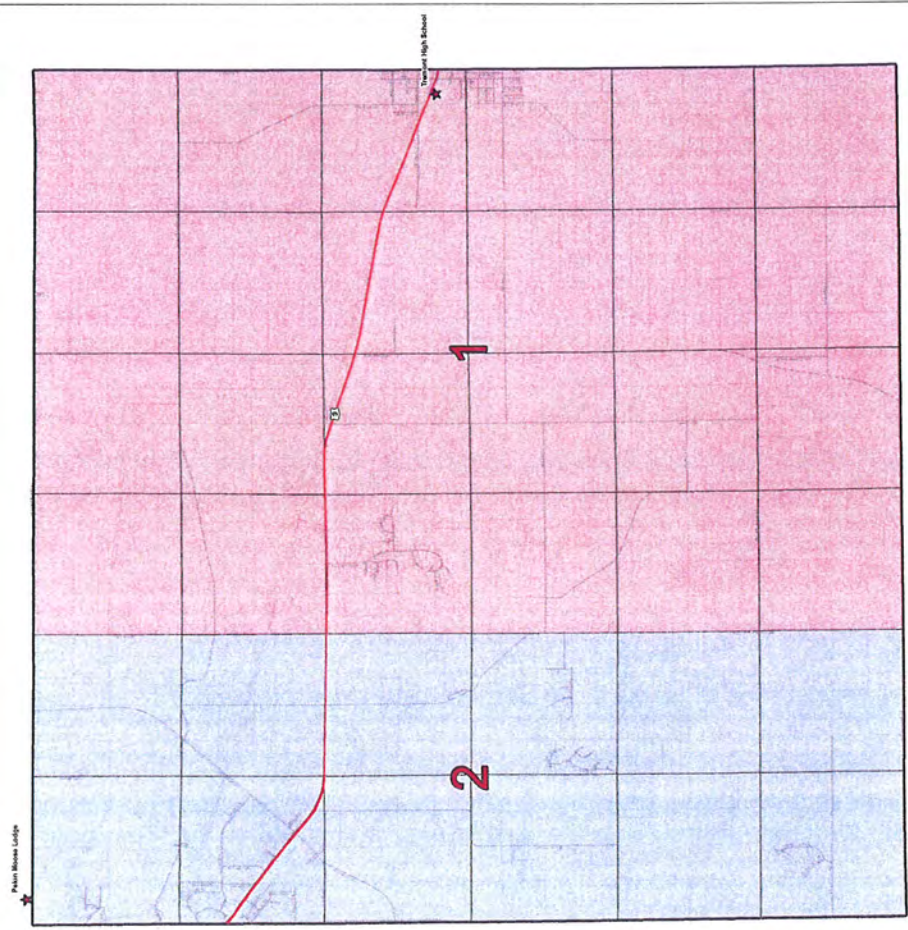
American Legion
118 E 3rd St., Delavan

ELM GROVE PRECINCTS



PROPOSAL 2019

Township 24-North Range 4-West

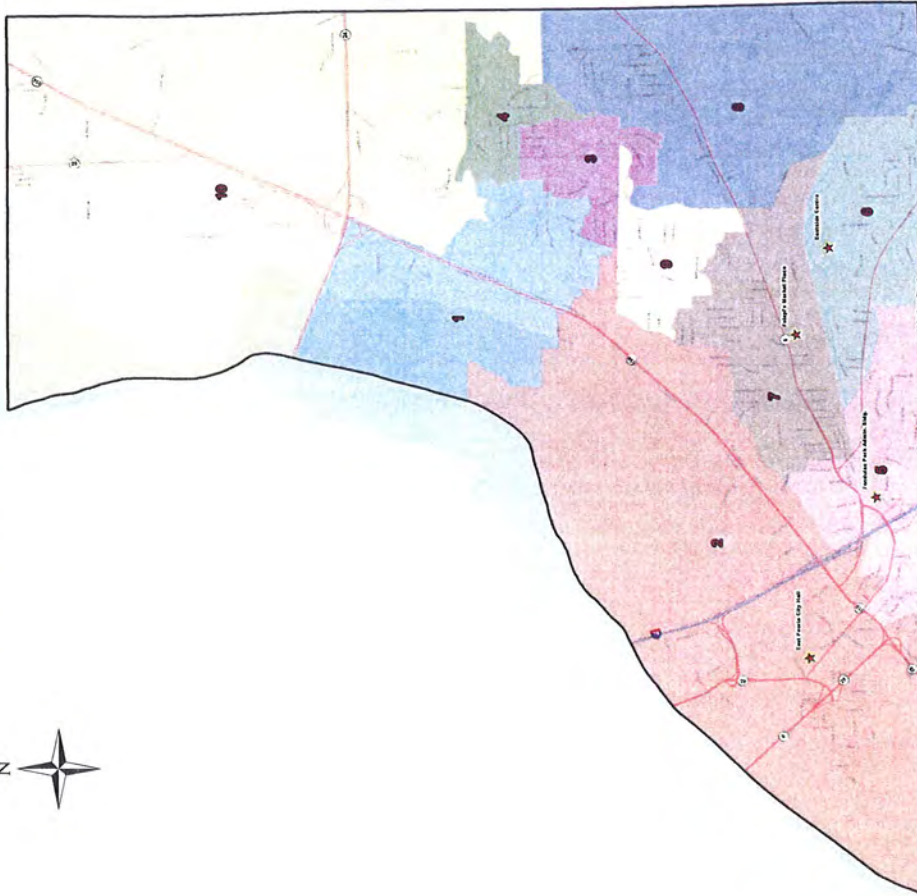


- Precinct 1
Tremont Community Ctr
216 S. Sampson St., Tremont
- Precinct 2
Pekin Moose Lodge
2605 Broadway St., Pekin

FONDULAC PRECINCTS

PROPOSAL 2019

Township 26-North Range 4-West

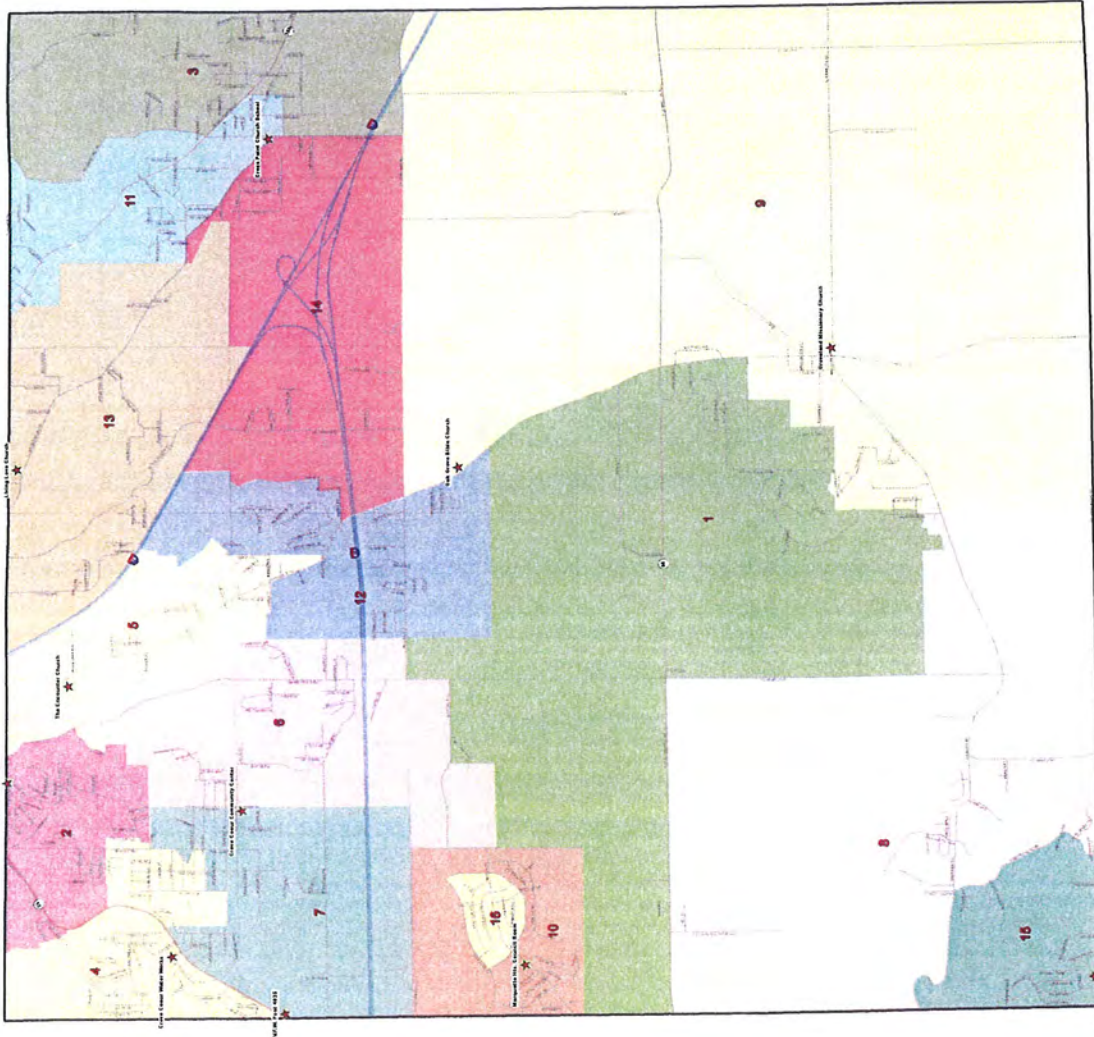


Precinct 1	Foley's Market Place 2000 E Washington St	Precinct 6	Eastside Centre 1 Eastside Dr
Precinct 2	East House City Hall 401 W Washington St	Precinct 7	Foley's Market Place 2000 E Washington St
Precinct 3	Foley's Market Place 2000 E Washington St	Precinct 8	Foley's Market Place 2000 E Washington St
Precinct 4	Foley's Market Place 2000 E Washington St	Precinct 9	Foley's Market Place 2000 E Washington St
Precinct 5	Fondulac Park Admin Bldg 201 Veterans Rd	Precinct 10	Foley's Market Place 2000 E Washington St

GROVELAND PRECINCTS

PROPOSAL 2019

Township 25 - North Range 4 - West



Precinct 1	Groveland Missionary Church 5043 Queenwood Rd., Groveland	Precinct 7	Creve Coeur Community Ctr 585 Groveland St., Creve Coeur	Precinct 13	Living Love Church 1325 Beemington Rd., East Peoria
Precinct 2	Masonic Hilton Lodge #1143 230 Pekin Ave., East Peoria	Precinct 8	Pekin Moose Lodge 2605 Broadway St., Pekin	Precinct 14	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria
Precinct 3	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria	Precinct 9	Groveland Missionary Church 5043 Queenwood Rd., Groveland	Precinct 15	Pekin Moose Lodge 2605 Broadway St., Pekin
Precinct 4	VFW Post 4835 628 S Main St.	Precinct 10	Marquette Heights Council Room 715 Lincoln, Marquette Heights	Precinct 16	Marquette Heights Council Room 715 Lincoln, Marquette Heights
Precinct 5	The Encounter Church 800 Springfield Rd., E Peoria	Precinct 11	Cross Point Church School 304 S Pleasant Hill Rd., E Peoria		
Precinct 6	Creve Coeur Community Ctr 585 Groveland St., Creve Coeur	Precinct 12	Oak Grove Bible Church 3321 Springfield Rd., East Peoria		

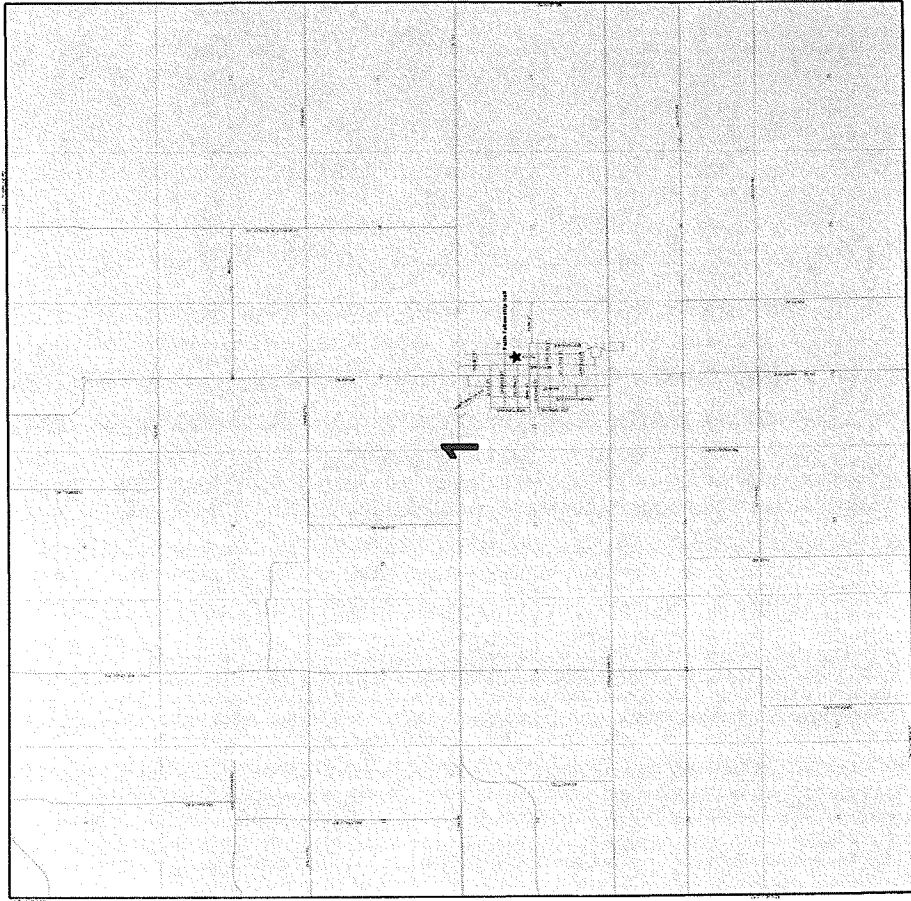
Document File: K:\Proposals\2019\Map\Groveland Precincts 2019.mxd

Source: Taxswell County Clerk 2019

LITTLE MACKINAW PRECINCTS

PROPSAL 2019

Township 23-North Range 2-West



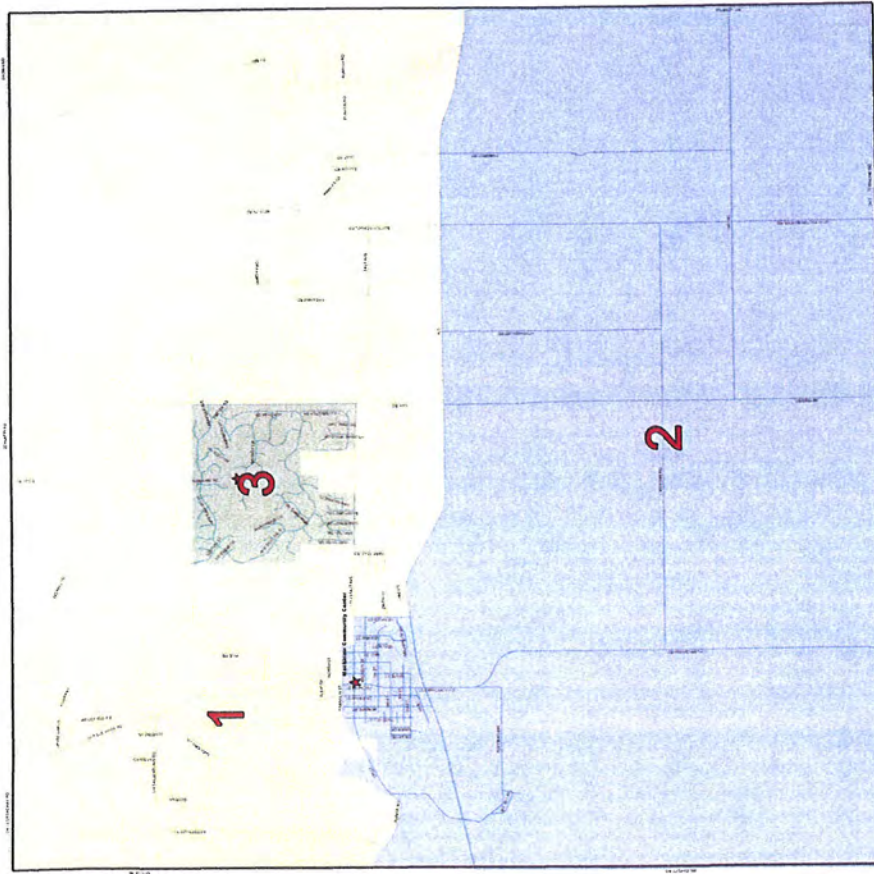
Precinct 1

Faith Fellowship Hall
304 N. School St., Minier

MACKINAW PRECINCTS

PROPOSAL 2019

Township 24-North Range 2-West

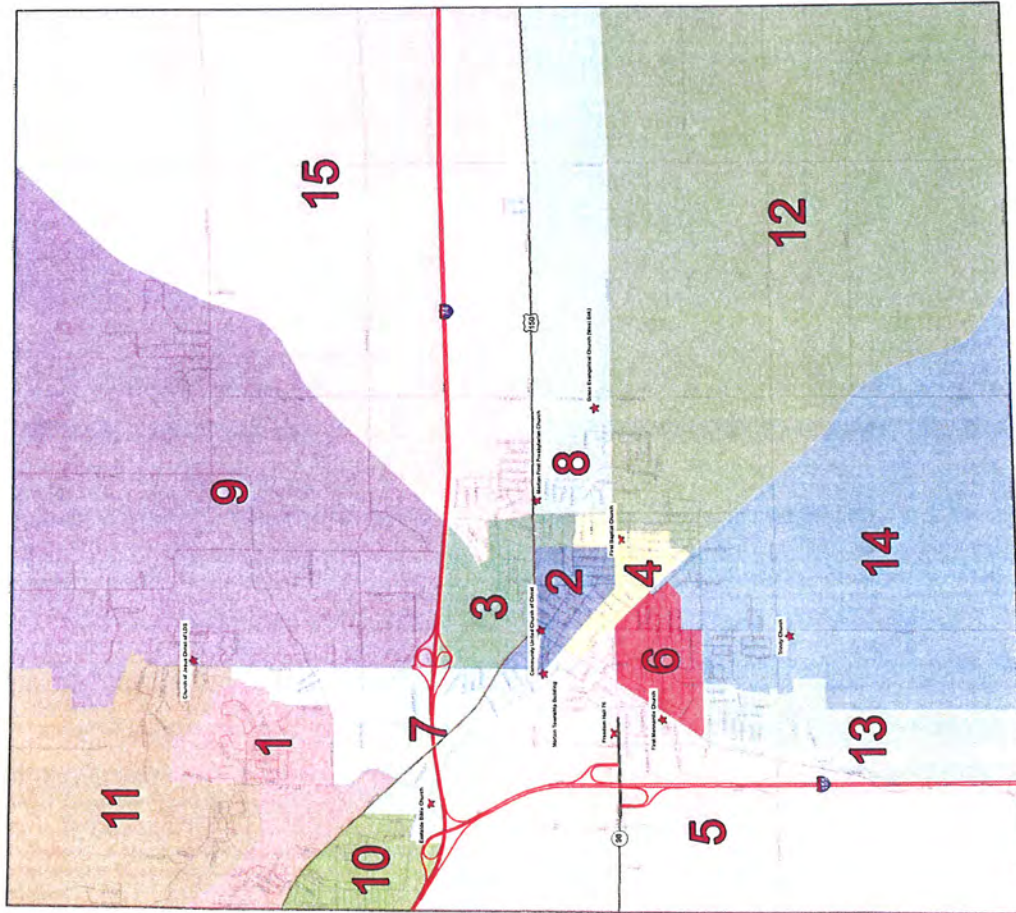


Precinct 1	Precinct 2	Precinct 3
Mackinaw Community Center 101 S. Orchard St., Mackinaw	Mackinaw Community Center 101 S. Orchard St., Mackinaw	Heritage Lake Lodge 200 Brandy Dr., Mackinaw

MORTON PRECINCTS

PROPOSAL 2019

Township 25-North Range 3-West



Precinct 1	Eastside Bible Church 1510 W Jefferson, Morton	Precinct 7	Eastside Bible Church 1310 W Jefferson, Morton	Precinct 13	First Methodist Church 250 S Baltimore, Morton
Precinct 2	Community United Church of Christ 500 N Main St., Morton	Precinct 8	Great Evangelical Church 1325 E Jefferson (West Door), Morton	Precinct 14	Tobler Church 1901 S 4th Ave., Morton
Precinct 3	Community United Church of Christ 500 N Main St., Morton	Precinct 9	Church of Jesus Christ, LDS Morton	Precinct 15	Method First Presbyterian Church 1028 E Jackson St., Morton
Precinct 4	First Baptist Church 600 E Jefferson St., Morton	Precinct 10	Eastside Bible Church 1310 W Jefferson, Morton		
Precinct 5	Freedom Hall #76 548 W Buchanan, Morton	Precinct 11	Church of Jesus Christ, LDS 2320 N Morton Ave., Morton		
Precinct 6	First Methodist Church 250 S Baltimore, Morton	Precinct 12	Great Evangelical Church 1325 E Jefferson (West Door), Morton		

Document File: K:\Proposed\2019\Morton Precincts 2019.mxd Source: Taberwell County Clerk 2019

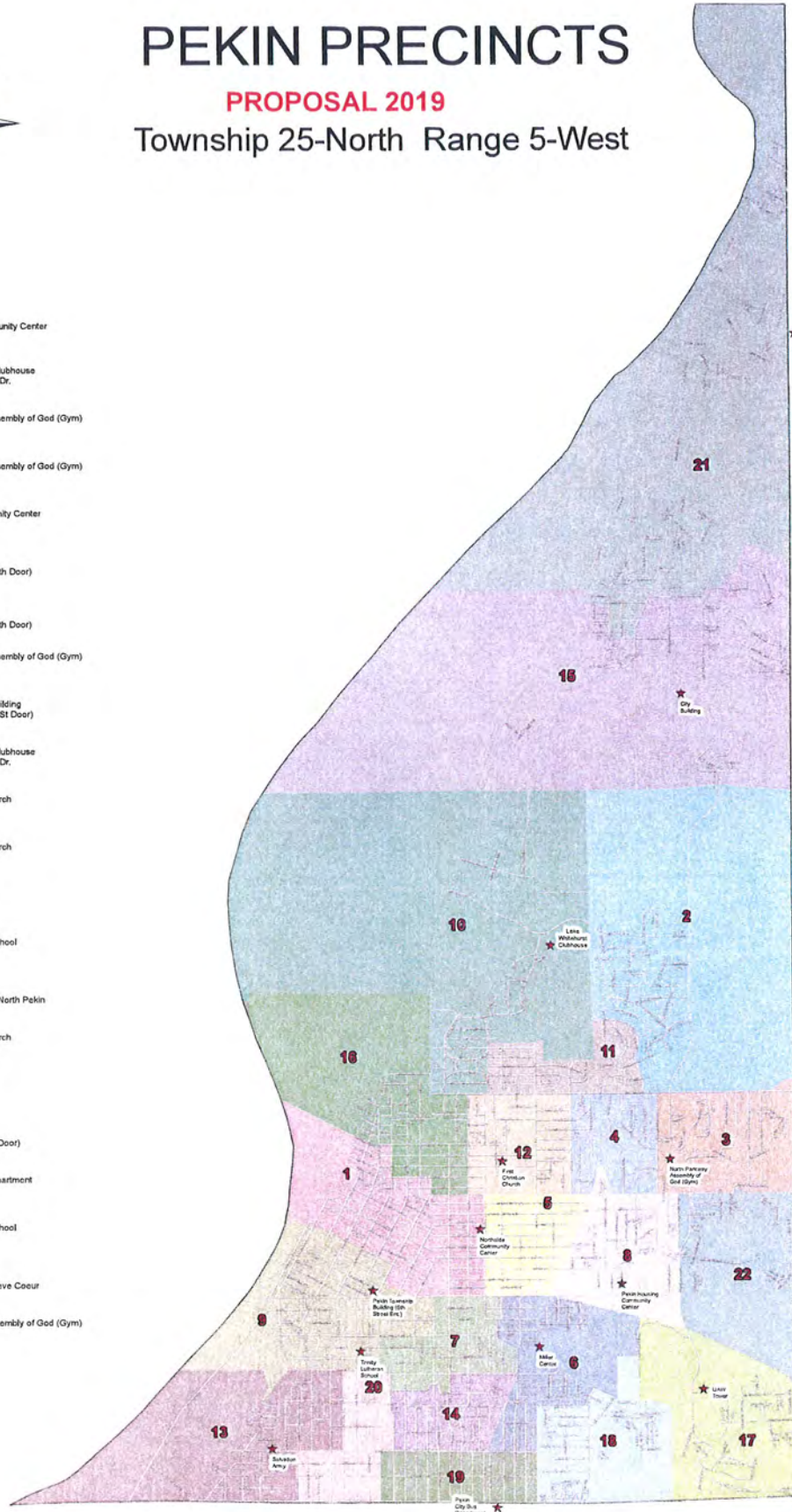
PEKIN PRECINCTS

PROPOSAL 2019

Township 25-North Range 5-West



- Precinct 1 Northside Community Center
715 N 11th St.
- Precinct 2 Lake Whitehurst Clubhouse
2120 Susan-Hope Dr.
- Precinct 3 North Parkway Assembly of God (Gym)
1209 Parkway
- Precinct 4 North Parkway Assembly of God (Gym)
1209 Parkway
- Precinct 5 Northside Community Center
715 N 11th St.
- Precinct 6 Miller Center
551 S 14th St (North Door)
- Precinct 7 Miller Center
551 S 14th St (North Door)
- Precinct 8 North Parkway Assembly of God (Gym)
1209 Parkway
- Precinct 9 Pekin Township Building
420 Elizabeth (5th St Door)
- Precinct 10 Lake Whitehurst Clubhouse
2120 Susan-Hope Dr.
- Precinct 11 First Christian Church
1201 Chestnut St.
- Precinct 12 First Christian Church
1201 Chestnut St.
- Precinct 13 Salvation Army
243 Derby
- Precinct 14 Trinity Lutheran School
700 S 4th St
- Precinct 15 City Building
206 Lincoln Blvd., North Pekin
- Precinct 16 First Christian Church
1201 Chestnut St.
- Precinct 17 UAW Tower
444 Parkway Dr
- Precinct 18 Miller Center
551 S 14th (North Door)
- Precinct 19 Pekin City Bus Department
1130 Koch St.
- Precinct 20 Trinity Lutheran School
700 S 4th St
- Precinct 21 VFW Post 4835
828 S Main St., Creve Coeur
- Precinct 22 North Parkway Assembly of God (Gym)
1209 Parkway

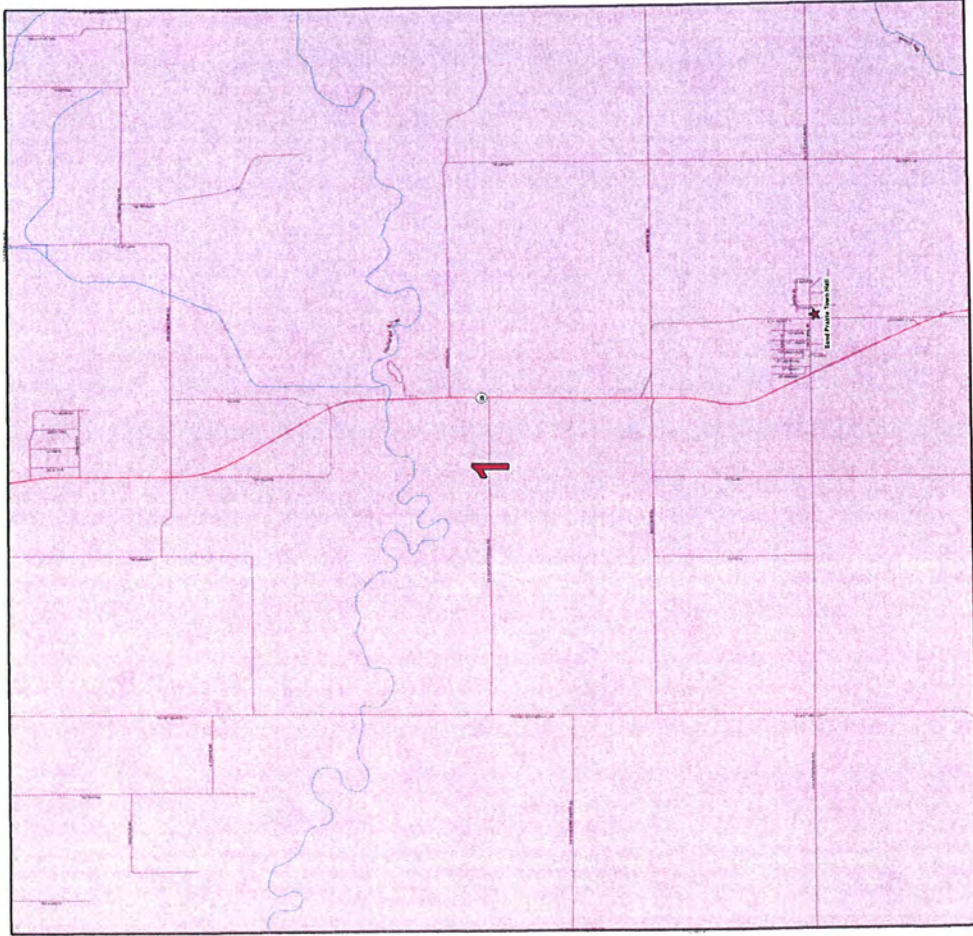




SAND PRAIRIE PRECINCTS

PROPOSAL 2019

Township 23-North Range 5-West



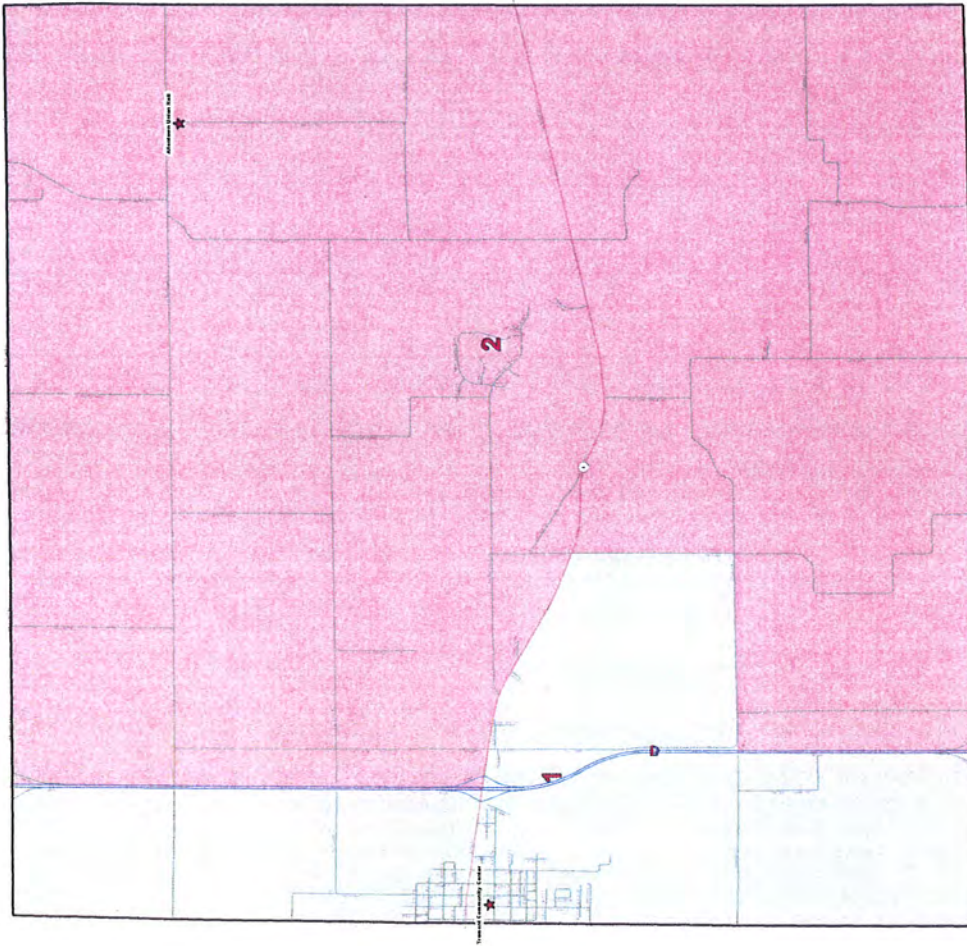
Precinct 1

Sand Prairie Town Hall
102 S. Church St., Green Valley

TREMONT PRECINCTS

PROPOSAL 2019

Township 24-North Range 3-West

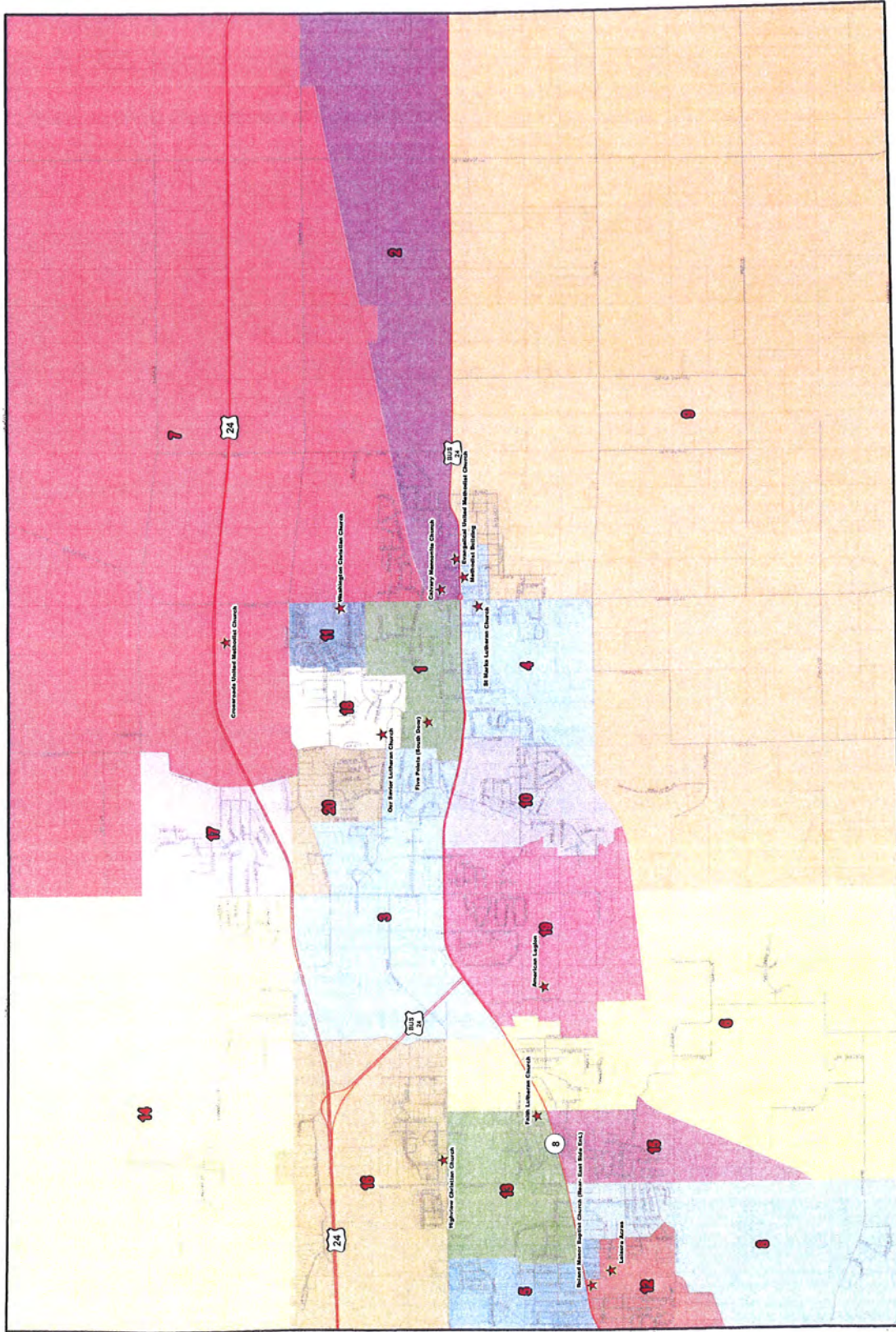


- Precinct 1
Tremont Community Center
216 S. Sampson St., Tremont
- Precinct 2
Allentown Union Hall
15881 Ullman Rd., Tremont

WASHINGTON PRECINCTS

PROPOSAL 2019

Township 26-North Range 3-West



- Precinct 1 Five Points (South Door)
360 N Willmor Rd
- Precinct 2 Calvary Memorial Church
115 E Jefferson St
- Precinct 3 Five Points (South Door)
360 N Willmor Rd
- Precinct 4 St Marks Lutheran Church
101 Burton St
- Precinct 5 Roland Manor Baptist Church
2433 Washington Rd (rear door)
- Precinct 6 Faith Lutheran Church
2206 Washington Rd
- Precinct 7 Crossroads United Methodist Church
1420 N Main St
- Precinct 8 Roland Manor Baptist Church
2433 Washington Rd (rear door)
- Precinct 9 Evangelical United Methodist Church
401 Walnut St
- Precinct 10 Five Points (South Door)
360 N Willmor Rd
- Precinct 11 Washington Christian Church
1012 N Main St
- Precinct 12 Leisure Acres
200 Carlson Ave. Bldg 12
- Precinct 13 Faith Lutheran Church
2206 Washington Rd
- Precinct 14 Crossroads United Methodist Church
1420 N Main St
- Precinct 15 Faith Lutheran Church
2206 Washington Rd
- Precinct 16 Highway Christian Church
463 Janet Parkway
- Precinct 17 Crossroads United Methodist Church
1420 N Main St
- Precinct 18 Our Savior Lutheran Church
1209 Kingsbury Rd
- Precinct 19 American Legion
211 Legion Rd
- Precinct 20 Five Points (South Door)
360 N Willmor Rd

REAPPOINTMENT

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby reappoint Mark Berg of 7414 Airport Road, Manito, IL 61546 to the Spring Lake Drainage District for a term commencing September 01, 2019 and expiring August 31, 2022.

COMMITTEE REPORT

TO: Tazewell County Board
FROM: Executive Committee

This Committee has reviewed the reappointment of Mark Berg to the Spring Lake Drainage District and we recommend said reappointment be approved.

Sue Sundell

Nancy Proehl

Monica Cornett

RESOLUTION OF APPROVAL

The Tazewell County Board hereby approves the reappointment of Mark Berg to the Spring Lake Drainage District.

The County Clerk shall notify the County Board Office and the County Board Office will notify Atty. Mark McGrath, PO Box 139, Mackinaw, IL 61755 of this action.

PASSED THIS 26th DAY OF JUNE, 2019.

ATTEST:

Tazewell County Clerk

Tazewell County Board Chairman



In-Place Executive Committee

David Zimmerman - Chairman
James Carius Community Room
June 26, 2019

I. Roll Call

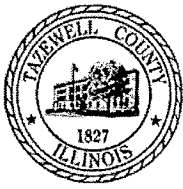
II. New Business

III. Unfinished Business

E-19-98 A. Recommend to approve changes to the precinct boundaries and polling locations

IV. Recess

Members: Chairman David Zimmerman, Vice Chairman Tim Neuhauser,
Monica Connett, Mindy Darcy, Nick Graff, Mike Harris, Carroll Imig, Kim Joesting,
Greg Menold, Nancy Proehl, Greg Sinn, Sue Sundell



**Tazewell County Board
Calendar of Meetings
July 2019**

Zoning Board of Appeals (Lessen)	Tuesday, July 02 6:00pm – JCCR	Connett, Crawford, Hall, Hovey, Imig, Joesting, VACANT, Sundell
Independence Day Holiday	Thursday, July 04	County Offices Closed
Land Use (Sundell)	Tuesday, July 09 5:00pm – Jury Room	Connett, Crawford, Hall, Hovey, Imig, Joesting, VACANT
Insurance Review (Zimmerman)	Thursday, July 11 3:00pm – Jury Room	Connett, Darcy, Neuhauser
Health Services (Sinn)	Thursday, July 11 5:30pm - TCHD	Atkins, Hall, Holford, Longfellow, VACANT, Sundell, Wolfe
Transportation (Menold)	Monday, July 15 8:00am - Tremont	Crawford, Holford, Hovey, Longfellow, Minton, Proehl, Sinn
Board of Health (Burton)	Monday, July 22 6:30 pm – TCHD	Sinn
Property (Harris)	Tuesday, July 23 3:30pm - JCCR	Darcy, Graff, Joesting, Neuhauser, Sciortino, Wolfe
Finance (Neuhauser)	Tuesday, July 23 following Property - JCCR	Atkins, Connett, Darcy, Graff, Harris, Imig, Menold, Minton, Proehl, Sciortino
Human Resources (Proehl)	Tuesday, July 23 following Finance - JCCR	Atkins, Connett, Darcy, Graff, Harris Imig, Menold, Minton, Neuhauser, Sciortino
Risk Management (Zimmerman)	Wednesday, July 24 4:00pm – Jury Room	Connett, Darcy, Graff, Harris, Imig, Joesting, Menold, Neuhauser, Proehl, Sinn, Sundell
Executive (Zimmerman)	Wednesday, July 24 following Risk Management	Connett, Darcy, Graff, Harris, Imig, Joesting, Menold, Neuhauser, Proehl, Sinn, Sundell
County Board	Wednesday, July 31 6:00 pm – JCCR	All County Board Members