

# INDEX

- LU-22-09 1. Approve renewal agreement for plumbing inspections
- LU-22-10 2. Approve renewal agreement for electrical inspections
- LU-22-11 3. Approve renewal agreement for commercial plan review
- LU-22-12 4. Approve agreement with Tri-County Regional Planning Commission to provide Zoning and planning services
- LU-22-13 5. Approve renewal agreement with Municipal Addressing Services
- LU-22-14 6. Approve Map Amendment to Official Elm Grove Township Zoning Map
- T-22-43 7. Approve receiving bids for new equipment
- T-22-44 8. Approve receiving bids for new bridge and road contracts
- T-22-45 9. Approve County Engineer attendance at the National Association of County Engineers (NACE)
- T-22-46 10. Approve County Engineer attendance at the Illinois Professional Land Surveyors Association Annual Conference (IPLSA)
- T-22-47 11. Approve IDOT Resolution for Maintenance under the Illinois Highway code for Section 23-00000-00-GM
- T-22-48 12. Approve Professional Services Agreement with WHKS & Co. to provide preliminary engineering services
- T-22-49 13. Approve stipend in lieu of providing a county vehicle for the Highway Maintenance Supervisor
- F-22-38 14. Approve budget transfer for the Supervisor of Assessments
- F-22-40 15. Approve budget transfer for the Health Department
- F-22-41 16. Approve budget transfer for the Coroner
- F-22-46 17. Approve budget transfer for the Circuit Clerk
- F-22-43 18. Approve budget transfer for the County Administrator
- F-22-45 19. Approve budget transfer for the Community Development

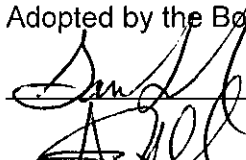
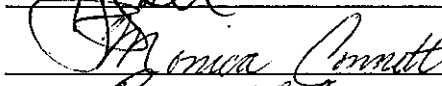

- F-22-50 20. Approve budget transfer for Community Development
- F-22-44 21. Approve budget transfer for Emergency Management Agency
- F-22-47 22. Approve budget transfer for the Veterans Assistance Commission
- F-22-49 23. Approve budget transfer for the County Administration
- F-22-48 24. Approve replacement purchase of a squad car funded by Risk Management
- F-22-39 25. Approve increase of the EMA Emergency Call Out per event
- F-22-51 26. Approve budget transfer for the Highway Department
- F-22- 27. Approve agreement with CliftonLarsonAllen, LLC for audit services
- F-22- 28. Approve year end budget transfer as requested
- HR-22-18 29. Approve Service Award Certificates for FY22
- HR-22-21 30. Approve Collective Bargaining Agreement with Unit B
- HR-22-28 31. Approve wage increase for non-union employees
- HR-22-27 32. Approve increase work hours for the Human Resources Director
- HR-22- 33. Approve Collective Bargaining Agreement with the Corrections Officers
- HR-22- 34. Approve Collective Bargaining Agreement with the Deputies
- RM-22-07 35. Approve Administrative Services Agreement renewal with IPMG
- RM-22-08 36. Approve bid for insurance for worker's compensation, property, casualty, liability, et. Al. insurance and Agent of Record
- E-22-103 37. Approve agreement with the Greater Peoria Economic Development Council
- E-22-109 38. Approve bid process for electrical suppliers with Good Energy and authorize the Board Chairman to execute purchase agreements.
- E-22-110 39. Approve Downstate Operating Assistance Grant Agreement for We Care, Inc.
- E-22-112 40. Approve Federal 5311 Grant Agreement for We Care, Inc.
- E-22-111 41. Approve County Delinquent Tax Sale Resolution
- E-22-113 42. Approve Bond Amount for the County Clerk/Recorder of Deeds

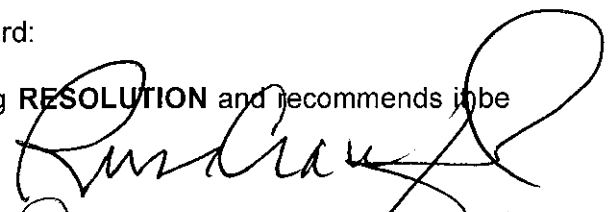
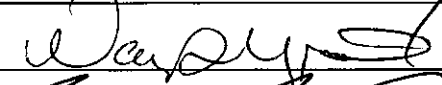
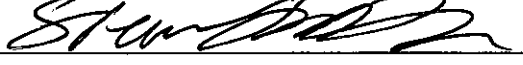
- E-22-114 43. Approve Bond Amount for the County Treasurer/Collector
- E-22-115 44. Approve Bond Amount for the Regional Superintendent of Schools
- E-22-106 a. Appointment of Shawn Cupi to the Zoning Board of Appeals
- E-22-107 b. Appointment of D. Shawne Combs-Woodard to the Tremont Fire Protection District

**LU-22-09  
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

=====

**RESOLUTION**

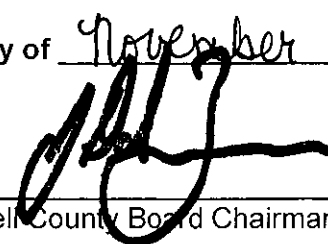
**WHEREAS**, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement for Plumbing Inspections with Tucker Plumbing an independent contractor to perform residential plumbing inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, said services are needed as part of the Building Code Program for compliance with the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor.

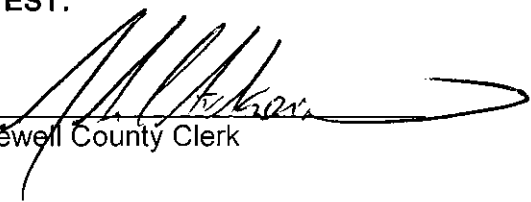
**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

**BE IT FURTHER RESOLVED**, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Tucker Plumbing and the Auditor of this action.

Adopted this 16<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
Tazewell County Board Chairman

**ATTEST:**

  
\_\_\_\_\_  
Tazewell County Clerk

**CONTRACTUAL AGREEMENT  
FOR PLUMBING INSPECTIONS**

This agreement entered this 26th day October, 2022, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND TUCKER PLUMBING, an independent contractor to perform the services of PLUMBING INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Building Code Program Tazewell County has adopted the State of Illinois Plumbing Code Part 890 Administrative Code which requires that all plumbing inspections be conducted by a licensed plumbing contractor;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as a PLUMBING INSPECTOR, to perform plumbing inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required by the State of Illinois to conduct such plumbing inspections during the course of this agreement.
- b. Contractor will conduct plumbing inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.
- b. The Community Development Administrator shall be responsible for collecting all fees related to all Plumbing Permits.
- c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

- e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$75.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**


In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2022 through November 30, 2023. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date as first written above.

COUNTY OF TAZEWELL, ILLINOIS



---

J. David Zimmerman  
County Board Chairman

CONTRACTOR

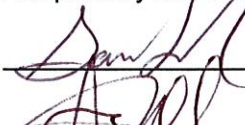
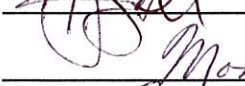
---




Tim Tucker, Tucker Plumbing  
Independent Contractor

**LU-22-10  
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Monica Cornett  
Carroll Young

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the County's Land Use Committee recommends to the County Board to approve the renewal of a Contractual Agreement for Electrical Inspections with Richard Young an independent contractor to perform commercial electrical inspections and advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, Contractor will also perform residential electrical inspections, on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, said services are needed as part of the Tazewell County Building and Property Maintenance Code Program; and

**WHEREAS**, said fees or services were increased to a rate of \$65.00 per inspection with mileage included by Resolution on April 27, 2022; and

**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

**BE IT FURTHER RESOLVED**, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, Dick Young and the County Auditor of this action.

Adopted this 16<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
Tazewell County Board Chairman

**ATTEST:**

  
\_\_\_\_\_  
Tazewell County Clerk



**CONTRACTUAL AGREEMENT  
FOR ELECTRICAL INSPECTIONS**

This agreement entered this 26th day of October, 2022, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND RICHARD YOUNG, an independent contractor to perform the services of ELECTRICAL INSPECTOR, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Tazewell County Building and Property Maintenance Code Program Tazewell County has adopted the NFPA 70: National Electrical Code 2017;

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as an ELECTRICAL INSPECTOR, to perform electrical inspection duties and responsibilities as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as required during the course of this agreement.
- b. Contractor will conduct electrical inspections and advisory/consulting services on an as-needed basis at the request of the Tazewell County Community Development Administrator. Contractor will provide said services from time to time at the request and assignment of the Tazewell County Community Development Administrator. Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contract are desired. Contractor understands that the Tazewell County Community Development will, whenever possible, provide twenty-four (24) hours notice of when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed in less than twenty-four (24) hours.
- b. The Community Development Administrator shall be responsible for collecting all fees related to all Electrical Permits.
- c. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- d. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

- e. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- f. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. It is estimated that there will be 3 inspections (underground, rough-in and final) at a rate of \$65.00 per inspection with mileage to be included in the rate.
- b. Services shall be billed to the County on a monthly basis

3. **Hold Harmless.**

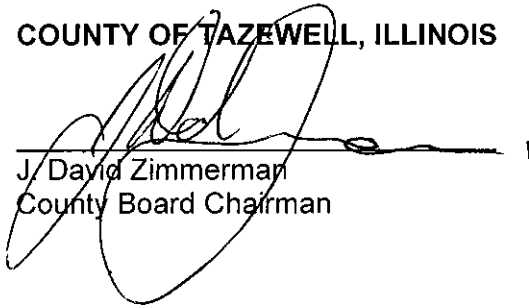
In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.
- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
- c. This agreement shall be in full force and effective from December 1, 2022 through November 30, 2023. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

COUNTY OF TAZEWELL, ILLINOIS



J. David Zimmerman  
County Board Chairman

CONTRACTOR


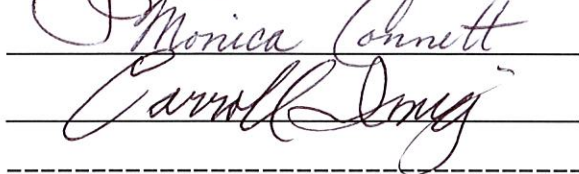
---




Richard Young  
Independent Contractor

**LU-22-11  
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
Monica Connett  
Carroll Dwyer

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the County's Land Use Committee recommends to the County Board to approve a Contractual Agreement with Garry Grugan d/b/a GPRI Build Safe, LLC an independent contractor to perform Commercial Plan Review for Fire and Life Safety and Inspections in addition to advisory consulting services on an as needed basis at the request of the Community Development Administrator; and

**WHEREAS**, said services are needed as part of the Building Code Program.

**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this recommendation subject to approval of the Community Development's Budget for contractual expenditures.

**BE IT FURTHER RESOLVED**, that the County Clerk notifies Jaclynn Workman, Community Development Administrator, the Auditor and Garry Grugan d/b/a GPRI Build Safe, LLC.

Adopted this 16<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
Tazewell County Board Chairman

**ATTEST:**  
  
\_\_\_\_\_  
Tazewell County Clerk

**CONTRACTUAL AGREEMENT  
FOR COMMERCIAL PLAN REVIEW FOR FIRE AND LIFE SAFETY INSPECTIONS**

This agreement entered this 26th day of October, 2022, by and between the COUNTY OF TAZEWELL, ILLINOIS, a body politic and corporate hereinafter referred to as "COUNTY" AND GARRY GRUGAN d/b/a GPRI BUILD SAFE, LLC an independent contractor to perform the services of COMMERCIAL PLAN REVIEW AND INSPECTIONS FOR FIRE AND LIFE SAFETY, hereinafter referred to as "CONTRACTOR".

WHEREAS, Tazewell County has adopted a building code program which became effective on February 3, 2014;

WHEREAS, as part of the Building Code Program Tazewell County has adopted the 2018 International Building Code, 2018 International Existing Building Code, 2018 International Fire Code, NFPA 101 Life Safety Code, NFPA 70 National Electric Code 2017 Edition and the Illinois Energy Conservation Code (most current addition);

NOW THEREFORE, in consideration of these promises of good and sufficient consideration the parties agree as follows:

1. **Scope of Work**

- a. The County and Contractor hereby agree that Contractor will serve as the COMMERCIAL FIRE AND LIFE SAFETY PLANS REVIEWER AND INSPECTOR, to perform Life Safety and Fire Review on all Commercial buildings as assigned by the Tazewell County Community Development Administrator in furtherance of ensuring compliance with the Tazewell County Building Code Program. Said Contractor shall maintain all licenses and certifications as needed or required by the State of Illinois to conduct such Life Safety Review and Inspections during the course of this agreement. The Community Development Administrator shall give Contractor up to five (5) business days from receipt of project materials or another mutually agreed upon time frame for review.
- b. For all inspections related to Fire and Life Safety Contractor understands that the Tazewell County Office of Community Development will contact Contractor by phone or electronic mail when inspection or advisory/consulting services by the Contractor are desired. Contractor understands that the Tazewell County Community Development Department will, whenever possible, provide twenty-four (24) hour notice when such services are desired to be completed. Contractor understands that there may be times when a request will be made for services to be completed less than twenty-four (24) hours when mutually agreed upon.
- c. The Community Development Administrator shall be responsible for collecting all fees related to Fire and Life Safety Review for Commercial Permits.
- d. When said Contractor is acting pursuant to this contract he shall be authorized to act and exercise all powers as provided by the Tazewell County Building Code Program and applicable associated statues and ordinances.
- e. The parties agree that the specific duties of the Contractor may be changed from time to time by mutual consent of the County and the Contractor. Notwithstanding any change, the employment of the Contractor shall be construed as continuing under this Agreement as modified.

- f. The Contractor shall not be considered an employee of the County and shall not be entitled to any of the benefits of County employment. Contractor is not entitled to any consideration of any kind that is not specifically outlined herein.
- g. The Contractor agrees to abide by and comply with all state and federal statutes, County ordinances and rules, regulations, policies and procedures of the County during the term of this contract.

2. **Rates/Billing.**

The parties agree that Contractor will be compensated by the County, under this agreement as follows:

- a. \$250.00 each for Life Safety, Fire Alarm, Fire Suppression Sprinkler Review up to 49,999 square feet and \$350.00 each for structures at 50,000 or more square feet. Each fee would also include a 2<sup>nd</sup> review if the initial review fails and also includes the final inspection for Certificate of Occupancy.
- b. \$250.00 each for Commercial Kitchen Suppression Hood System Review for kitchens with 1 to 3 Hoods and \$350.00 each for Kitchens with 4 or more Hoods. Each fee would also include a 2<sup>nd</sup> review if the initial review fails and also includes the final inspection for Certificate of Occupancy.
- c. Additional inspections that may be needed will be charged at \$50.00 per hour with mileage to be included in the rate.
- d. Services shall be billed to the County on a monthly basis.

3. **Hold Harmless.**

In consideration of the County hiring said Contractor he shall save and hold the County of Tazewell free and harmless from all liability, losses, damages, costs, attorneys' fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or of loss of use to or of any person, or any legal entity, or property of any kind (including but not limited to, chooses in action), arising out of or in any way connected with the performance of inspections for the County, and shall indemnify the County for any cost, expenses, judgments, attorneys' fees paid or incurred, by or on behalf of the County or its agents or employees, or paid for on behalf of the County or its agents and employees by insurance provided by the County.

4. **Terms of Agreement.**

- a. This Agreement contains all terms and conditions agreed upon by the parties. No other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

- b. The validity, interpretation, construction and effort of this Agreement shall be in accordance with and governed by the laws of the State of Illinois. Should any litigation occur as a result of or in conjunction with this Agreement, any such disputes shall be litigated in Tazewell County, Illinois. In the event any provision hereof is determined to be unenforceable or invalid, such unenforceability or invalidity shall not affect the remaining provision of this Agreement, which shall remain in full force and effect. To that extent, this Agreement is deemed severable.
  
- c. This agreement shall be in full force and effective from December 1, 2022 through November 30, 2023. Either party may terminate this Agreement by written notice of termination given to the other party at least (30) calendar days prior to the specified date of termination.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first written above.

**COUNTY OF TAZEWELL, ILLINOIS**



\_\_\_\_\_  
J. David Zimmerman  
County Board Chairman

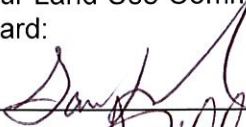
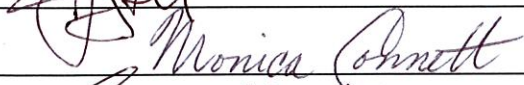
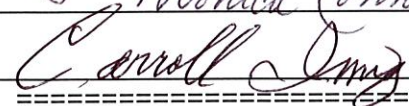
**CONTRACTOR**




\_\_\_\_\_  
Garry Grugan d/b/a GPRI Build  
Safe, LLC  
Independent Contractor

**LU-22-12  
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the County's Land Use Committee has reviewed the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for the Tazewell County Community Development Department; and

**WHEREAS**, the attached proposal is for one year at the following cost of:

One Year (2023)      \$9,045.00


**WHEREAS**, the Land Use Committee recommends approval of the proposal submitted by Tri-County Regional Planning Commission for Zoning and Planning Services with the following conditions:

1. This proposal may be terminated at any time by either party, with or without cause, upon thirty (30) days written notice to the other party.
2. This proposal is subject to approval of the Community Development Departments Fiscal Year 2023 Operating Budget by the Tazewell County Board.


**NOW THEREFORE BE IT RESOLVED**, that the County Board hereby approves the attached proposal by Tri-County Regional Planning Commission to provide Zoning and Planning Services for Tazewell County Community Development Department December 1, 2022 through November 30, 2023.

**BE IT FURTHER RESOLVED**, that the County Clerk notify the Tazewell County Auditor, Tri-County Regional Planning Commission and the Community Development Administrator of this action.

PASSED THIS 16<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk



**RESOLUTION 23-24**

**A RESOLUTION OF THE TRI-COUNTY REGIONAL PLANNING COMMISSION TO AUTHORIZE THE EXECUTIVE DIRECTOR TO ENTER INTO AND IMPLEMENT AN AGREEMENT FOR PLANNING AND ZONING SERVICES FOR TAZEVELL COUNTY FOR AN AMOUNT NOT TO EXCEED \$9,045.**

**WHEREAS**, Tri-County Regional Planning Commission, hereafter referred to as TCRPC, has provided planning and zoning services to Tazewell County for over 15 years, and

**WHEREAS**, TCRPC staff met with officials from Tazewell County to set a scope of work for services to renew the current contract, and

**WHEREAS**, TCRPC has resources to review every aspect of cases pertaining to the Tazewell County Zoning Board of Appeals, Subdivision Code and Tazewell Comprehensive Land Use Plan to ensure compliance and conformity to such, and

**WHEREAS**, TCRPC has the resources to review, recommend, and report findings, and

**WHEREAS**, TCRPC staff submitted a proposal and budget to Tazewell County for the scope of services to the amount of \$9,045, and

**NOW THEREFORE BE IT RESOLVED**, that the Commission authorize the Executive Director to enter into an agreement with Tazewell County for Planning and Zoning services for the period December 1, 2022 through November 30, 2023 for an amount not to exceed \$9,045.

Presented this 7th day of September 2022

Adopted this 7<sup>th</sup> day of September 2022

  
\_\_\_\_\_  
Don White, Chairman  
Tri-County Regional Planning Commission

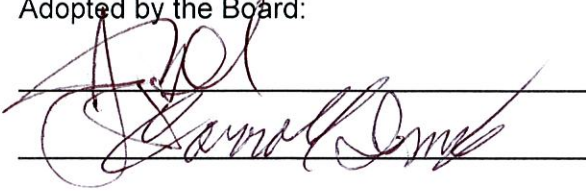
ATTEST:

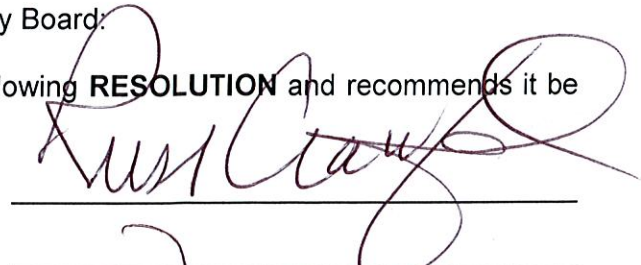
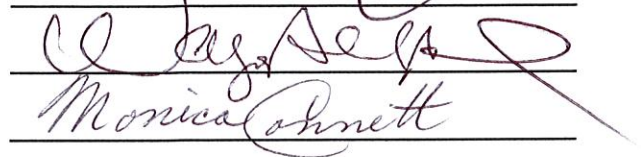
  
\_\_\_\_\_  
Eric Miller, Executive Director  
Tri-County Regional Planning Commission

**LU-22-13  
COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following **RESOLUTION** and recommends it be Adopted by the Board:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, the Tazewell County Land Use Committee has reviewed the attached agreement with Municipal Addressing Services Company to re-enter into a one year agreement beginning December 1, 2022, through November 30, 2023, for addressing services for the unincorporated areas of Tazewell County for a financial commitment as follows:

- |                                   |          |
|-----------------------------------|----------|
| a) on or before March 1, 2023     | \$700.00 |
| b) on or before June 1, 2023      | \$700.00 |
| c) on or before September 1, 2023 | \$700.00 |
| d) on or before December 1, 2023  | \$700.00 |

**WHEREAS**, the Land Use Committee further approves the proposal with the following conditions:

1. Said contract shall be funded through the general revenue fund with said fund being replenished by fees collected through addressing applications accepted by the Community Development Administrator;
2. Said contract shall be subject to approval of the Community Development's Fiscal Year 2023 Operating Budget by the Tazewell County Board;

**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this resolution and Contract.

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk shall notify Steve Hullcranz of Municipal Addressing Services, the Tazewell County Auditor and the Community Development Administrator of this action.

Adopted this 16<sup>th</sup> day of November, 2022

  
\_\_\_\_\_  
Tazewell County Board Chairman

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

## ADDRESS NUMBER(S) ASSIGNMENT SERVICES AGREEMENT

**THIS AGREEMENT** entered into this 26th day of October, 2022, in the City of Pekin, Illinois, by and between the **COUNTY OF TAZEVELL, ILLINOIS**, hereinafter referred to as "County," and **MUNICIPAL ADDRESSING SERVICES COMPANY** hereinafter referred to as "Contractor":

### RECITALS

- (a) The parties did on the 26th day of October, 2022 enter into an Address Number(s) Assignment Services Agreement for a term of twelve (12) months from the date of said Agreement.
- (b) The County wishes to continue to provide for efficient and orderly addressing in unincorporated areas of Tazewell County.
- (c) The parties desire to enter into a one-year agreement for addressing services.
- (d) Contractor reasonably estimated that approximately 50+ single addresses will be assigned during the period beginning December 1, 2022, and ending November 30, 2023.
- (e) Contractor employs Stephen Hullcraz and provides such addressing services.
- (f) That a Resolution was passed by the County Board Authorizing the execution of an Address Number(s) Assignment Service Agreement.

**NOW THEREFORE**, the parties agree as follows:

**(1) Purpose.** County engages the Contractor to furnish the services herein set forth, under the conditions and for the compensation herein stipulated, and Contractor accepts said engagement upon said terms. Contractor understands and agrees that the purpose of this Agreement is to assign addresses in unincorporated areas of Tazewell County as requested by the County.

More specifically, it is the understanding of the parties that:

- (a) The addressing assignments will be initiated by the County;
- (b) The addresses will be established by the Contractor and assigned using the Tazewell County highway grid system, the addressing system existing in the vicinity of the new property, or a reasonable addressing system developed by the Contractor, where appropriate;
- (c) The Community Development Officer, or some other officer designated by the County Board, shall accept addresses established by Contractor.
- (d) The County shall have in place, and made a good faith effort to enforce, a requirement that all property owners display the correct address number at each residence or business location. It is expressly understood that it is not the responsibility of Contractor to see that addresses are posted.

**(2) Scope of Work.** The County will take and receive applications for addresses, and will provide Contractor with said applications. Contractor shall act as an independent contractor in providing the addressing services. The County shall be responsible for collecting any fees or charges for addressing services.

Contractor shall have seventeen (17) days within which to assign addresses after Contractor's receipt of a request from the County. Contractor shall not be liable for delays in utilities establishing service to property owners nor shall Contractor be liable for delays in starting construction, or the issuance of required permits.

Contractor shall provide addressing services for subdivisions, single family dwellings, multi-family dwellings, businesses, government buildings, farm buildings and other structures under the terms of this Agreement.

**(3) Compensation/Fee Schedule.** The parties agree that Contractor will be compensated by the County, under this Agreement as follows:

|            |                                |          |
|------------|--------------------------------|----------|
| <b>(a)</b> | on or before March 1, 2023     | \$700.00 |
| <b>(b)</b> | on or before June 1, 2023      | \$700.00 |
| <b>(c)</b> | on or before September 1, 2023 | \$700.00 |
| <b>(d)</b> | on or before December 1, 2023  | \$700.00 |

Due to the fluctuations in the housing market and general economy since the original agreement was made, the amount of work covered by this Agreement is difficult to forecast at the beginning of each agreement term. In order to fulfill an appropriate amount of services to Tazewell County, Contractor agrees to continue to provide site address corrections, mail address corrections, and other work pertaining to correctly locating parcels and owners in Tazewell County through the Department of Community Development, Supervisor of Assessment's Office, the Tazewell County Highway Department, as those departments deem a needed service. This additional work will be done without further cost to the County, and the additional work shall be done at the convenience of both the Contractor and the county office requesting the additional work. Contractor will not submit a mileage reimbursement request unless additional mileage beyond one (1) trip each day is made to the County offices in Pekin, Illinois.

Any additional requests by the County for additional work outside the principal scope of this agreement, other than stated above, shall be at the rate of \$40.00 per hour and mileage at the maximum IRS mileage rate.

All amounts above provided shall be paid as and for addressing services for the calendar quarter. All checks for such services shall be made payable to "Municipal Addressing Services Company"

**(4) Obligations of County.** The County shall provide to or for the use of Contractor the following:

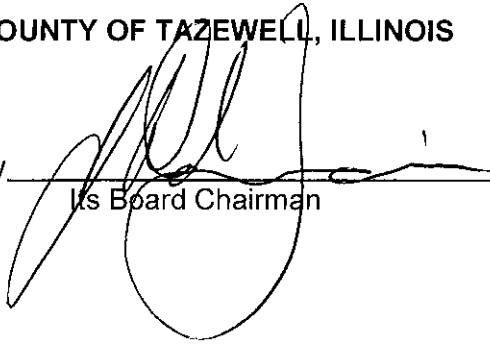
- (a)** The County shall provide Contractor, at the County's sole cost and expense, access to the Tazewell County Supervisor of Assessments records, by parcel identification number, as is currently being provided to Contractor.
- (b)** The County shall provide to Contractor, at the County's sole cost and expense, a complete set of the most recent aerial photographs of the

County for Contractor's use in providing addressing services. Such aerial photographs shall include both high flight and low flight photograph sets if available, and will be provided to Contractor in a format acceptable to Contractor which is compatible with Contractor's other equipment.

**(5) Term of Agreement.** This Agreement shall be in full force and effect from December 1, 2022, through November 30, 2023. Either party may terminate this Address Number(s) Assignment Services Agreement by written notice of termination given to the other party at least ninety (90) days in advance of the termination date specified in said notice.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first written above.

**COUNTY OF TAZEWELL, ILLINOIS**

By  \_\_\_\_\_  
Its Board Chairman

**MUNICIPAL ADDRESSING SERVICES**

By \_\_\_\_\_  
Contractor

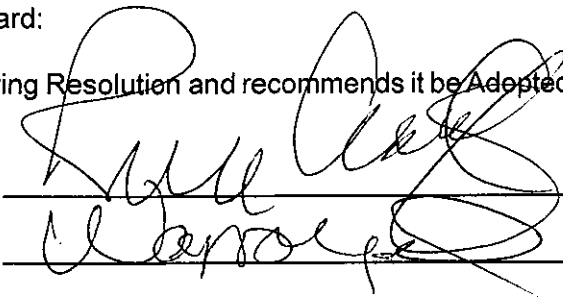
**COMMITTEE REPORT**

**LU-22-14**

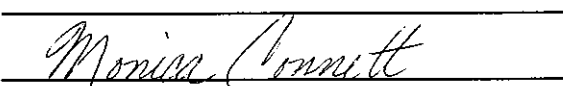
Chairman and Members of the Tazewell County Board:

Your Land Use Committee has considered the following Resolution and recommends it be Adopted by the Board:

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

  
\_\_\_\_\_

**R E S O L U T I O N**

**WHEREAS**, the Land Use Committee beg leave to report that they have examined the attached proposed Ordinance regarding Zoning Case No. 22-42-Z to amend the Official Zoning Maps of Title XV, Chapter 157, Zoning (As adopted January 1, 1998) of the Tazewell County Code and the report of the Tazewell County Zoning Board of Appeals on said proposed Ordinance, and

**WHEREAS**, said report being made after a public hearing on said proposed Ordinance, and including a findings of fact thereon as provided by law, your said Committee recommends that the report, and finding of fact of said Zoning Board be accepted and the petition for said Rezoning be approved by the County Board.

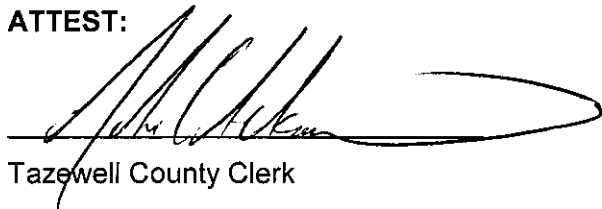
**NOW THEREFORE BE IT RESOLVED**, that the County Board approve this resolution;

**NOW THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk notify the Tazewell County Community Development Administrator of this action.

Adopted this 16<sup>th</sup> day of November, 2022.

  
\_\_\_\_\_  
Tazewell County Board Chairman

**ATTEST:**

  
\_\_\_\_\_  
Tazewell County Clerk

**AN ORDINANCE AMENDING TITLE XV,  
CHAPTER 157, ZONING - CODE OF TAZEVELL COUNTY  
ON PETITION OF DYNAE SCHMITT, DANNA DAVIS & SHALENE SVENDSON**

(Zoning Board Case No. 22-42-Z)

**WHEREAS**, a petition has been filed with the County Clerk of Tazewell County, Illinois, by Dynae Schmitt, Danna Davis & Shalene Svendson for an Amendment to the Official Zoning Maps of Elm Grove Township, Tazewell County, to change the Zoning Classification of property from an A-1 Agriculture Preservation District to an A-2 Agriculture District; and

**WHEREAS**, a public hearing on said application designated as Zoning Board Case No. 22-42-Z as held by the Tazewell County Zoning Board of Appeals on November 2, 2022, following due publication of notice of said hearing in accordance with law, and the said Zoning Board of Appeals thereafter made a report to the County Board recommending approval; and

**WHEREAS**, said report to the Zoning Board of Appeals contained the following findings of fact:

1. *The proposed amendment shall not be detrimental to the orderly development of Tazewell County.*

(POSITIVE) The subject parcel is located in an A-2 Agricultural zone according to the future land use map of Tazewell County. Therefore the proposed amendment to rezone the parcel to A-2 aligns with the goals of Tazewell's future land use.

2. *The proposed amendment shall not be detrimental to or endanger the public health, safety, morals or general welfare of Tazewell County.*

(POSITIVE) The proposed amendment will not be detrimental to the public health and safety of Tazewell County because the proposed amendment is to rezone the parcel to an A-2 district. This rezoning fits the context of the general area because A-2 districts like A-1 districts, which surround the parcel are meant to preserve and protect agriculture.

3. *The request is consistent with existing uses of property within the general area of the property in question.*

(POSITIVE) The general area of surrounding the proposed parcel is zoned A-1 which is meant to preserve agriculture. The proposed amendment is to rezone the parcel to A-2 which also is meant to preserve agriculture therefore the rezoning from A-1 to A-2 is still consistent with the general context of the area.

4. *The request is consistent with the zoning classifications of property within the general area of the property in question.*

(POSITIVE) The proposed site is being proposed to be rezoned to A-2 which is meant to preserve agriculture. The surrounding area is zoned A-1 with is also meant to preserve agriculture. Therefore, the rezoning of the property is consistent with the zoning classifications of the properties in the general area.

5. *The suitability of the property in question for the uses permitted under the existing zoning classification.*

(POSITIVE) The current zoning of the proposed site is A-1 which is meant to preserve and protect agriculture uses. A-2 zoning districts also protect agriculture uses but it also allows non-farm residential development on limited basis and minimize the conflicts between agricultural and non-agricultural areas. The A-2 zoning provides protection from the increasing residential developments that has happened in the area.

6. *The suitability of the property in question for the uses permitted under the proposed zoning classification.*

(POSITIVE) The subject property has been used for agriculture and will continue to be used for agriculture. Therefore, the property is suitable for the uses permitted under the proposed zoning classifications.

7. *The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the property in question was placed in its present zoning classification.*



(POSITIVE) The proposed site is seeking to be rezoned to an A-2 district. According to the applicant the trend of development in the general area is that there are more single-family residential housing. The A-2 zoning is meant to protect agriculture while at the same time minimizing the conflicts between agricultural and non-agricultural areas. Therefore, this proposed zoning will be able to co-exist with the current development trend of the general area.

8. *The length of time the property has been vacant as zoned, considered in the context of the land development in the area surrounding the subject property.*

(POSITIVE) There are no existing structures on the property. The land is a mix of timber and tillable land that is farmed. But the subject property is surrounded other properties that are zoned A-1 for agriculture which fits the contexts of the area.

9. *The proposed map amendment is within one and one half (1 ½) miles of a municipality and consistent with an adopted Comprehensive Plan.*

(POSITIVE) The subject property is located in Elm Grove township. Therefore, this standard is judged to be positive.

10. *The relative gain to the public as compared to the hardship imposed upon the individual property owner.*

(POSITIVE) The relative gain to the public by approving this amendment is that agricultural land is being preserved that could otherwise be subjected to residential subdivision activity rendering the land useless for agricultural purposes. If this amendment were to be denied, then there is the potential that this agricultural land could fall to development pressures and agricultural land could be lost to the region.

11. *The proposed amendment is consistent with the goals, objectives, and policies of the Tazewell County Comprehensive Plan.* (POSITIVE) The proposed zoning map amendment is consistent with the following goals, objectives, and policies of the Tazewell County Comprehensive Plan:

- Minimize conflict between land uses.
- Locate new residential development in rural areas close to roadways to preserve contiguous tracts of farmland.
- Avoid land development that occurs in isolated areas away from existing developed areas.

which findings of fact are hereby adopted by the County Board as the reason for approving the Rezoning request.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF TAZEWELL COUNTY, ILLINOIS:**

**SECTION I.** The petition of Dynae Schmitt, Danna Davis and Shalene Svendsen for a Map Amendment to the Official Elm Grove Township Zoning Map of Tazewell County to change the zoning classification of property from an A-1 Agriculture Preservation Zoning District to a A-2 Agriculture District for the following described property:

Current Owner of Property: Art Keyster, Trustee of the Svendsen Land Trust, 1022 Florence Ave., Pekin, IL61554

Currently a part of 11-11-30-200-033 and 11-11-30-200-027; a combined approximate 75.014 acres located in E ½ of Sec 30, T24N, R4W of the 3<sup>rd</sup> P.M., Elm Grove Twp., Tazewell Co., IL;

a frontage portion located immediately W and adjacent to 17611 Red Shale Hill Rd., Pekin, IL and a frontage portion located immediately N and adjacent to 18027 Red Shale Hill Rd., Pekin, IL

is hereby granted.

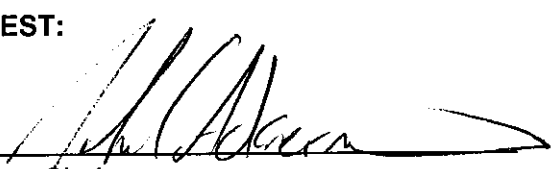
**SECTION II.** This Ordinance shall be in effect upon passage.

PASSED AND ADOPTED this 16th day of November 2022.

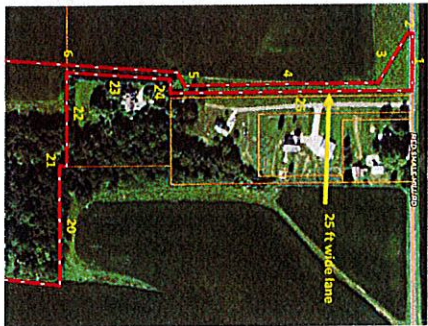
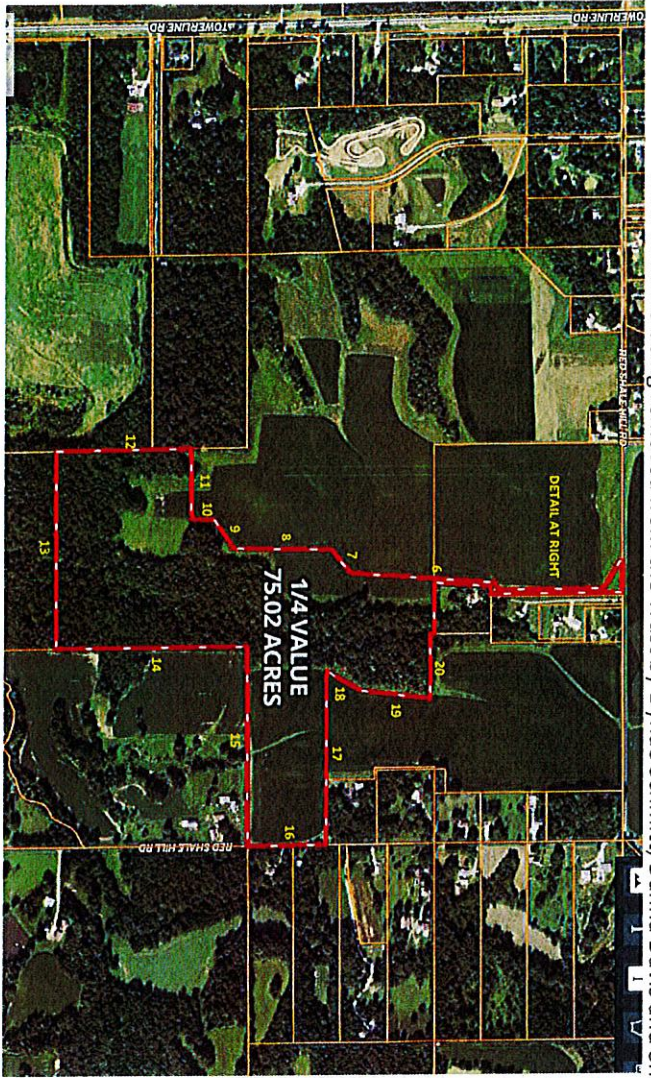
Ayes 21 Nays 0 Absent 0

  
\_\_\_\_\_  
Chairman, County Board  
Tazewell County, Illinois

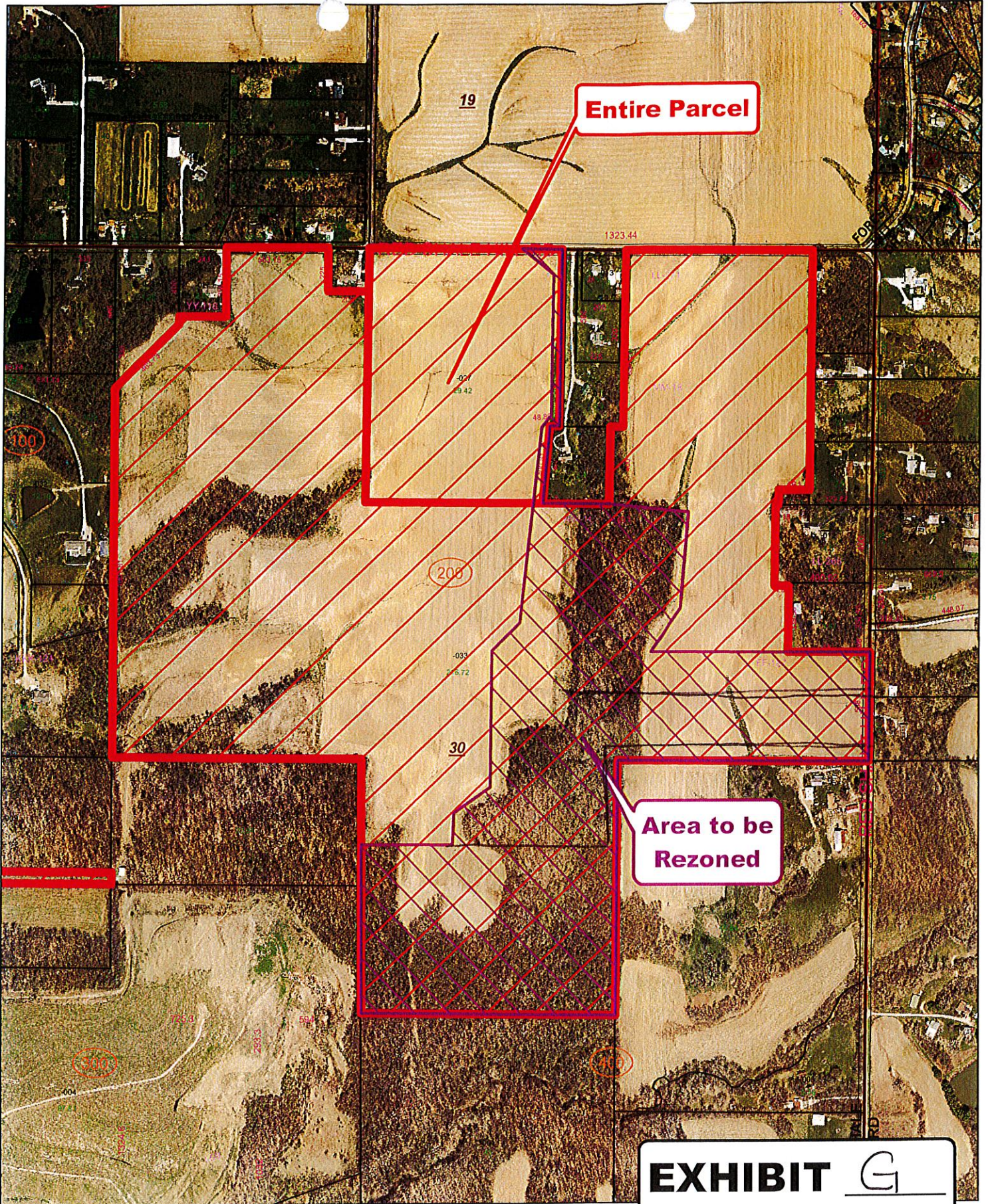
ATTEST:

  
\_\_\_\_\_  
County Clerk  
Tazewell County, Illinois

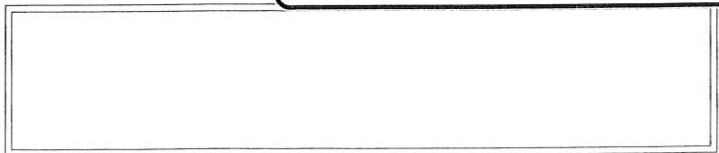
This Portion is being removed from the Trust by Dynae Schmitt, Danna Davis and Shalene Svendsen

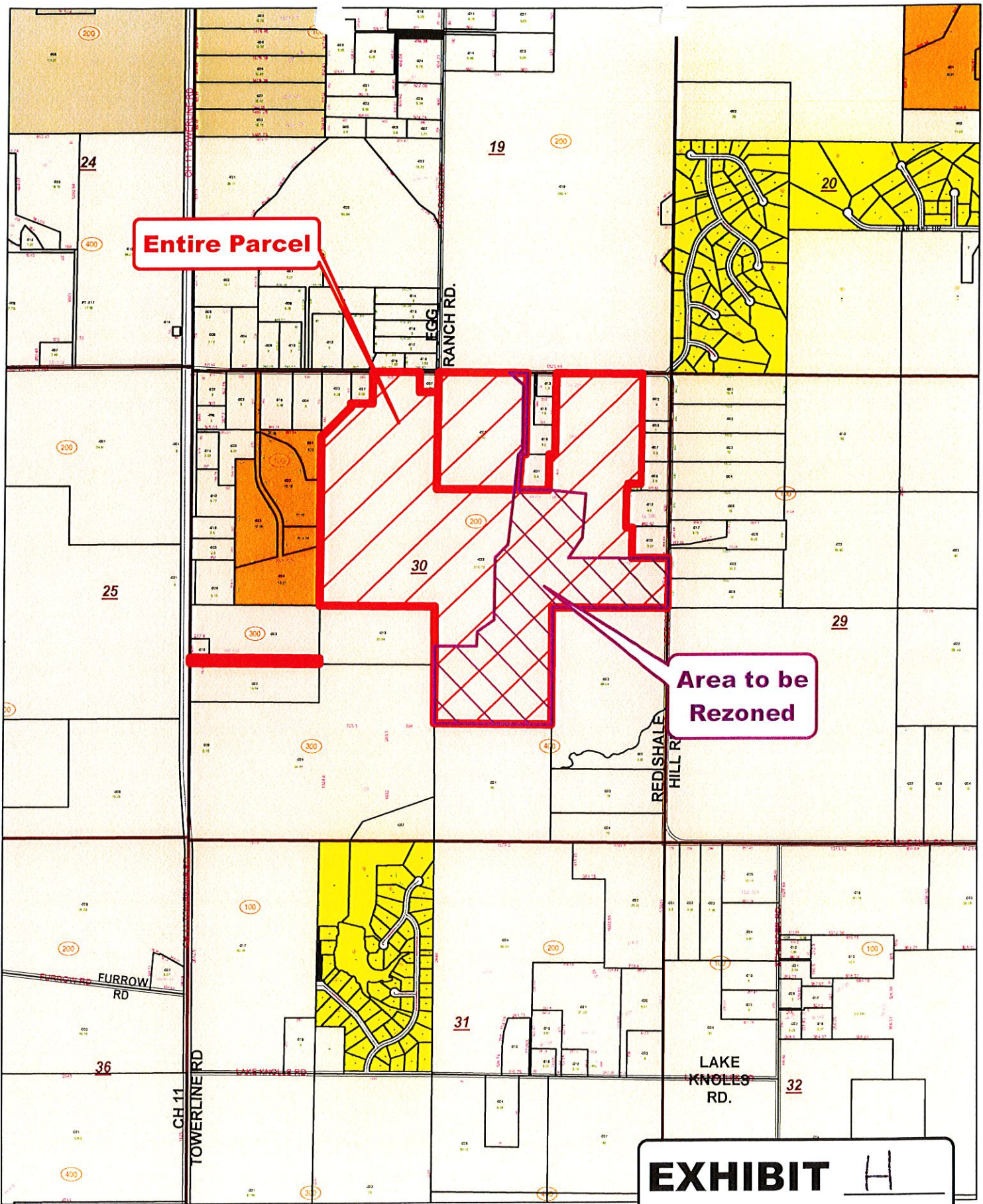


- Leg
- | Length (ft) | Comments  |
|-------------|---|
| 1           | 205 Must have at least 200 ft for zoning requirement              |
| 2           | 20  |
| 3           | 209 Unknown Angle   |
| 4           | 736   |
| 5           | 55  |
| 6           | 1015 Parallel with boundary of last house on lane                 |
| 7           | 206 Unknown Angle   |
| 8           | 703 Must Keep all CRP in our section                              |
| 9           | 231 Unknown Angle- Must keep all CRP in our portion.              |
| 10          | 163 Must Keep all CRP in our section                              |
| 11          | 470   |
| 12          | 930 Follows Property Border                                       |
| 13          | 1316 Follows Property Border                                      |
| 14          | 1320 Follows Property Border                                      |
| 15          | 1324 Follows Property Border                                      |
| 16          | 563 Follows Property Border                                       |
| 17          | 1152 Must stop before CRP   |
| 18          | 271 Must Keep all CRP in our section                              |
| 19          | 498 Must Keep all CRP in our section                              |
| 20          | 428 Stops at East side of property boundary of last house on lane |
| 21          | 28 Goes to South East Property corner of last house on lane       |
| 22          | 340 Follows property border of last house on lane                 |
| 23          | 401 Follows property border of last house on lane                 |
| 24          | 48 Follows property border of last house on lane                  |
| 25          | 920 Follows property border of last house on lane                 |



0 180 360 720 1,080 1,440 Feet

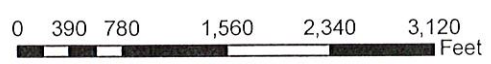




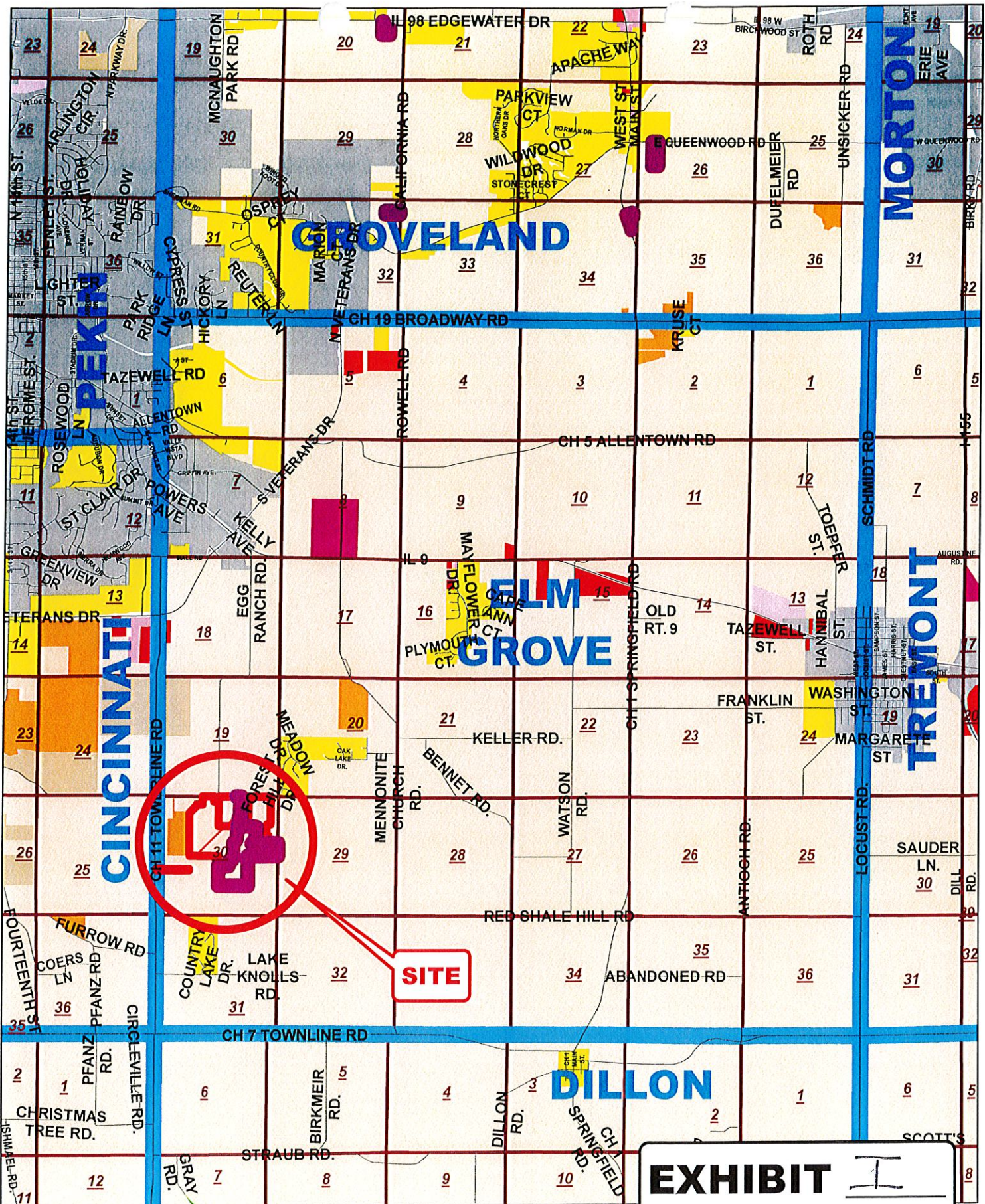
**Entire Parcel**

**Area to be Rezoned**

**EXHIBIT H**



| Zoning District |     |      |      |     |     |
|-----------------|-----|------|------|-----|-----|
| A-1             | C-1 | CITY | I-1  | R-1 | R-R |
| AG Area         | A-2 | C-2  | CONS | I-2 | R-2 |



**EXHIBIT I**



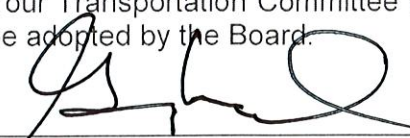
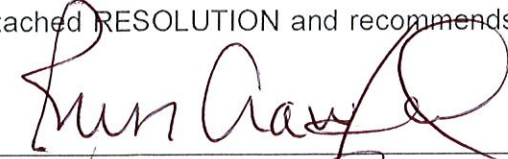
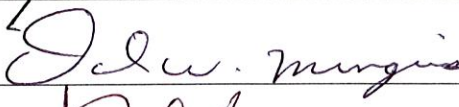
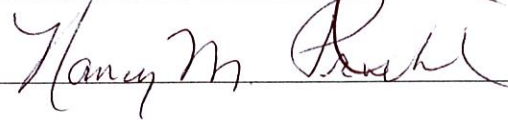

0 1,550,100 6,200 9,300 12,400 Feet

| Zoning District |      |
|-----------------|------|
| A-1             | C-1  |
| CITY            | I-1  |
| R-1             | R-R  |
| AG Area         | A-2  |
| C-2             | CONS |
| I-2             | R-2  |

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

|   |  |
|---|--|
|  |  |
|  |  |
|  |  |

**RESOLUTION**

**WHEREAS**, the County Engineer has requested approval to receive bids for new equipment to replace old equipment, lease, sell, or acquire new equipment; and

**WHEREAS**, the following equipment at the following associated costs has been budgeted to be paid from the FY 2023 County Highway Tax Fund, Highway Equipment Line Item (211-400-5559) and Lease Payments Line Item (211-400-5206);

- |                                       |           |                       |
|---------------------------------------|-----------|-----------------------|
| 1. Lease: Tractors/Mowers             | \$48,200  |                       |
| 2. Lease: Endloader                   | \$19,000  |                       |
| 3. Lease: Backhoe                     | \$14,232  |                       |
| 4. Replace: Tandem                    | \$225,000 |                       |
| 5. Replace: Lowboy Trailer            | \$80,000  |                       |
| 6. Replace: Truck F-350 (#7)          | \$50,000  | Carryover from FY2022 |
| 7. Replace: Service Truck F-450 (#10) | \$70,000  | Carryover from FY2020 |
| 8. Repaint: Lowboy Semi (#24)         | \$30,000  |                       |
| 9. Misc. Items                        | \$20,000  |                       |
- ; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids;

**THEREFORE BE IT RESOLVED** that the County Board would approve said recommendation of the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, and the County Engineer of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman

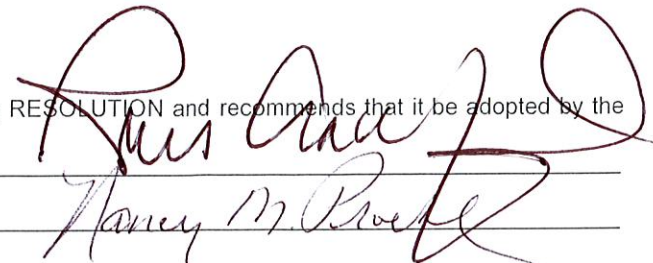


COMMITTEE REPORT

Mr. Chairman and Member of Tazewell County Board:

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

  
\_\_\_\_\_  
  
\_\_\_\_\_

  
\_\_\_\_\_  
Nancy M. Probst  
\_\_\_\_\_

RESOLUTION

WHEREAS, the County Engineer has requested approval to receive bids for new bridge and road contracts as plans and specifications become available; and

WHEREAS, these bridge and road projects have been budgeted for Fiscal Year 2023 with each project and approximate cost as follows:

BRIDGES:

- 1. LaSalle Blvd. – Marquette Heights – (20-00009-00-BR) - \$428,348, \$268,000 OTHER LOCAL
- 2. Center Rd over Mid. Fork Sugar Creek – (22-09123-00-BR) - \$224,000 CB, \$179,200 TBP, \$9,324 RD
- 3. Road District/Municipality – Joint Bridge Funds – (Various Locations) - \$100,000 CB, \$20,000 RD

ROADS:

- 1. General Maintenance – Road Program (01GM, 05GM thru 09GM) - \$4,452,071 CMFT, \$200,000 MT
- 2. General Maintenance – Paint (23-00000-02-GM) - \$150,000 CMFT
- 3. General Maintenance – Beads (23-00000-03-GM) - \$25,000 CMFT
- 4. General Maintenance – Salt (23-00000-04-GM) - \$200,000 CMFT
- 5. General Maintenance – Culverts (23-00000-10-GM) - \$100,000 MT
- 6. General Maintenance – Maintenance Materials (Various Locations) - \$40,000 CH
- 7. General Maintenance – Contractual (Various Locations) - \$80,000 CH

WHEREAS, motion was made and passed upon vote to recommend to the County Board that the County Engineer be authorized to take bids.

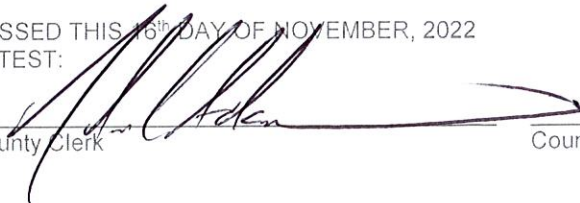
THEREFORE BE IT RESOLVED that the County Board would approve said recommendation of the Transportation Committee.

BE IT FURTHER RESOLVED that the County Board authorize the County Board Chairman to sign the necessary I.D.O.T. project funding agreements subject to current budgetary constraints.

BE IT FURTHER RESOLVED that the County Clerk notify the County Board Chairman and the County Engineer of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022

ATTEST:

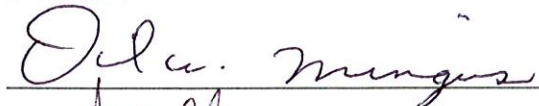

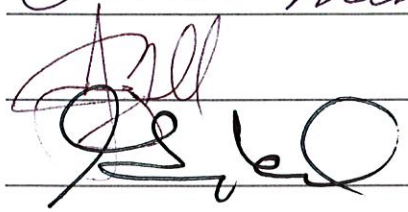
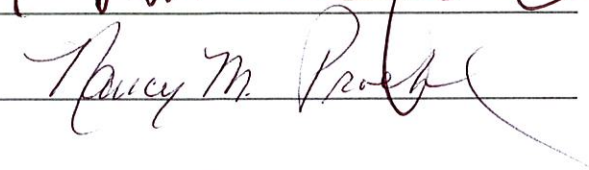
  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman

COMMITTEE REPORT

Mr. Chairman and Members of Tazewell County Board:

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

|  |  |
|--|--|
|  |  |
|  |  |

RESOLUTION

**WHEREAS**, the County Engineer has requested approval to attend the following conferences in FY2023:

1. National Association of County Engineers – Orange Beach, AL: April 16-19, 2023

; and

**WHEREAS**, these items are included in the FY 2023 budget and will be paid from County Highway Fund, Training & Education Line Items; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the County Engineer attend these conferences as requested;

**THEREFORE BE IT RESOLVED** that the County Board would approve said recommendation of the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, County Auditor and the County Engineer of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022

ATTEST:

  
 \_\_\_\_\_  
 County Clerk

  
 \_\_\_\_\_  
 County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

*D. A. Mungus*

*Sam Crawford*

*[Signature]*

*Nancy M. Proche*

**RESOLUTION**

**WHEREAS**, the County Engineer has requested approval to attend the following conference in FY2022:

Illinois Professional Land Surveyors Association 2023 Annual Conference  
– Crowne Plaza; Springfield, Illinois; February 8-10, 2023

; and

**WHEREAS**, this item is included in the FY 2023 budget and will be paid from County Highway Fund, Training & Education Line Items; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the County Engineer attend this conference as requested;

**THEREFORE BE IT RESOLVED** that the County Board would approve said recommendation of the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, County Auditor and the County Engineer of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022

ATTEST:

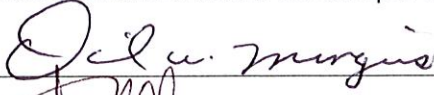

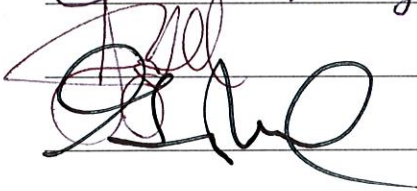
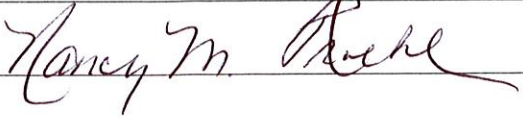
*[Signature]*  
County Clerk

*[Signature]*  
County Board Chairman

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

|  |   |
|--|---|
| <br>_____ | <br>_____ |
| <br>_____ | <br>_____ |
| _____  | _____   |

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

PASSED THIS 16<sup>th</sup> DAY OF FEBRUARY, 2022

ATTEST:

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Board Chairman



| District | County   | Resolution Number | Resolution Type | Section Number |
|----------|----------|-------------------|-----------------|----------------|
| 4        | Tazewell | T-22-47 (P1 of 2) | Original        | 23-00000-00-GM |

BE IT RESOLVED, by the Board of the Tazewell County of Tazewell Illinois that there is hereby appropriated the sum of Two Million Eight Hundred Twenty Seven Thousand Seventy One and 00/100 Dollars ( \$2,827,071.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23 .

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Tazewell County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

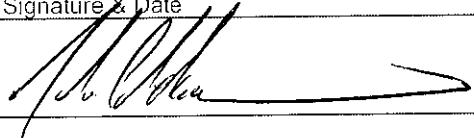
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Solo C. Ackerman County Clerk in and for said Tazewell County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as

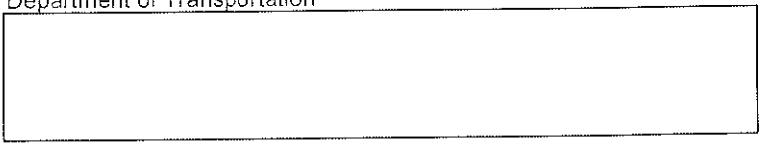
provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Tazewell at a meeting held on 11/16/22 .

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of November, 2022 .

(SEAL)

Clerk Signature & Date  


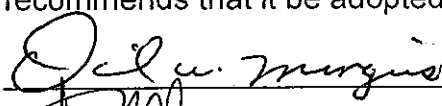
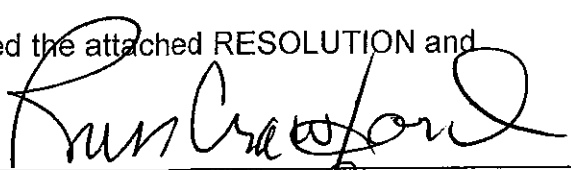
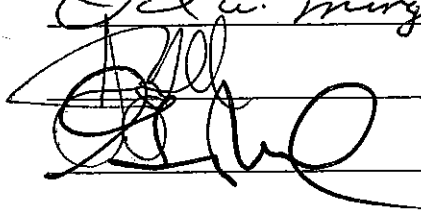
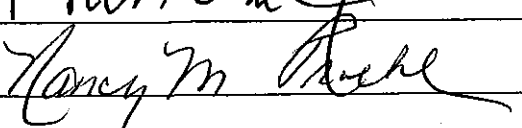
APPROVED

Regional Engineer Signature & Date  
 Department of Transportation  


**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

|  |   |
|--|---|
| <br>_____ | <br>_____ |
| <br>_____ | <br>_____ |
| _____  | _____   |

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

PASSED THIS 16<sup>th</sup> DAY OF FEBRUARY, 2022

ATTEST:

|  |   |
|--|---|
| <br>_____ | <br>_____ |
| County Clerk   | County Board Chairman   |



| District | County   | Resolution Number | Resolution Type | Section Number |
|----------|----------|-------------------|-----------------|----------------|
| 4        | Tazewell | T-22-47 (P1 of 2) | Original        | 23-00000-00-GM |

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of Two Million Eight Hundred Twenty Seven Thousand Seventy One and 00/100 Dollars (\$2,827,071.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

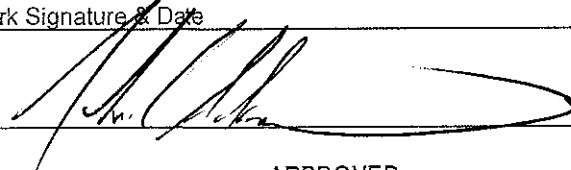
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the


Board of Tazewell at a meeting held on 11/16/22

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of November, 2022.

(SEAL)

Clerk Signature & Date  


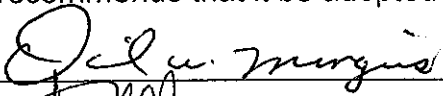
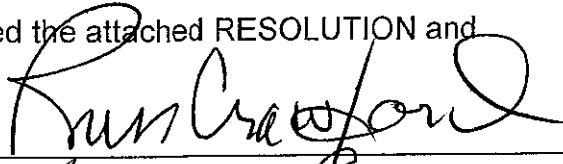
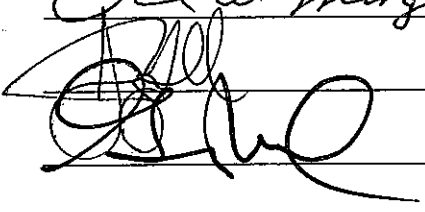
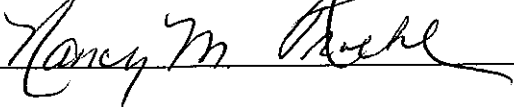
APPROVED

Regional Engineer Signature & Date  
 Department of Transportation  


**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:


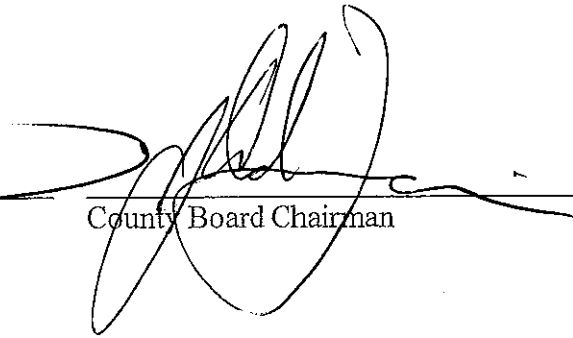
Your Transportation Committee has considered the attached RESOLUTION and recommends that it be adopted by the Board.

|  |   |
|--|---|
| <br>_____ | <br>_____ |
| <br>_____ | <br>_____ |
| _____  | _____   |

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

PASSED THIS 16<sup>th</sup> DAY OF FEBRUARY, 2022

ATTEST:

|  |   |
|--|---|
| <br>_____ | <br>_____ |
| County Clerk   | County Board Chairman   |





| District | County   | Resolution Number | Resolution Type | Section Number |
|----------|----------|-------------------|-----------------|----------------|
| 4        | Tazewell | T-22-47 (P1 of 2) | Original        | 23-00000-00-GM |

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of \_\_\_\_\_ Dollars ( \$2,827,071.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

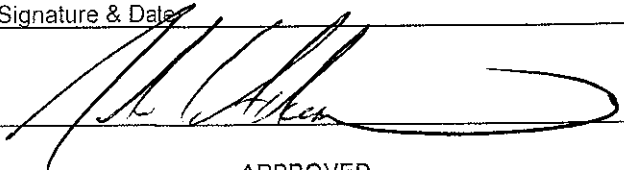
BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.


I, County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Tazewell at a meeting held on 11/16/22.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of November, 2022.

(SEAL)

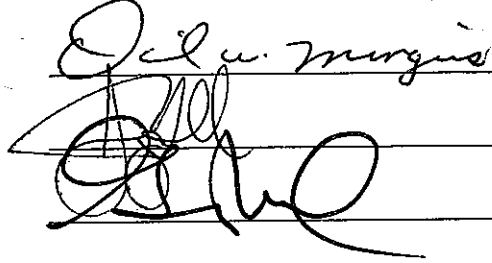
Clerk Signature & Date  
  
 APPROVED

Regional Engineer Signature & Date  
 Department of Transportation  


**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

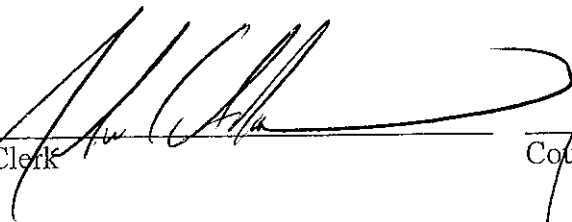
*John W. Morgan*  


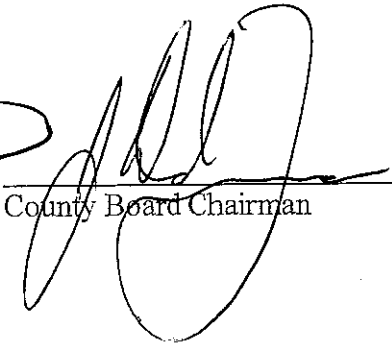
*Russ Crawford*  
*Kenny M. Ruckel*

**THEREFORE BE IT RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee and County Engineer of this action as well as submit four (4) certified signed originals of the approved resolution to the Illinois Department of Transportation as notification of this action.

PASSED THIS 16<sup>th</sup> DAY OF FEBRUARY, 2022

ATTEST:

  
County Clerk

  
County Board Chairman



| District | County   | Resolution Number | Resolution Type | Section Number |
|----------|----------|-------------------|-----------------|----------------|
| 4        | Tazewell | T-22-47 (P1 of 2) | Original        | 23-00000-00-GM |

BE IT RESOLVED, by the Board of the County of Tazewell Illinois that there is hereby appropriated the sum of \_\_\_\_\_ Dollars ( \$2,827,071.00 )

Two Million Eight Hundred Twenty Seven Thousand Seventy One and 00/100 Dollars ( \$2,827,071.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/23 to 12/31/23  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that County of Tazewell shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, County Clerk in and for said County of Tazewell in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Tazewell at a meeting held on 11/16/22  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 16th day of November, 2022  
Day Month, Year

(SEAL)

Clerk Signature & Date



APPROVED

Regional Engineer Signature & Date  
Department of Transportation

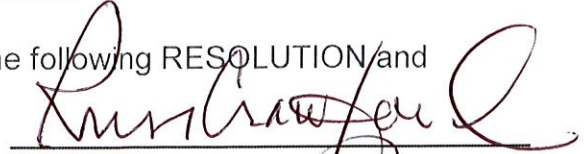


**COMMITTEE REPORT**

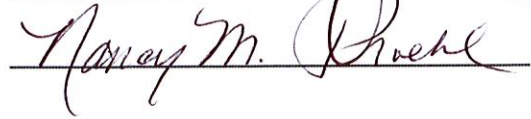
Mr. Chairman and Members of Tazewell County Board:

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

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION**

**WHEREAS**, a need to replace the bridge on Townline Rd over Prairie Creek (Structure No. 090-3009) has arisen necessitating a preliminary engineering agreement for Phase I & II design services under Section No. 19-00025-00-BR; and

**WHEREAS**, an agreement titled *Professional Services Agreement* has been developed to provide for said preliminary engineering services to be paid from County Bridge Funds, Line Item 214-400-5242; and

**WHEREAS**, the County Engineer and the Transportation Committee have reviewed said agreement between Tazewell County and WHKS & Co.; and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that Tazewell County approve said *Professional Services Agreement*, and

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

**THEREFORE BE IT FURTHER RESOLVED**, that the County Clerk notify the County Board Chairman, Chairman of the Transportation Committee, and County Engineer of this action.

ADOPTED this 16th day of November, 2022.

ATTEST:

  
County Clerk

  
County Board Chairman



# PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, by and between **Tazewell County Highway Department** hereinafter referred to as the "Client" and WHKS & Co., hereinafter referred to as "WHKS", is made as follows:

WHEREAS, the Client has a need for certain professional services relating to the project described as **CH 7 over Prairie Creek Bridge Replacement Section 19-00025-00-BR.**

WHEREAS, WHKS proposes to furnish the professional services required by the Client for said project, NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Agreement and the attached Standard Terms and Conditions.

**Scope of Services**

WHKS shall perform the following described services for the Client:

**Design engineering services as described on the attached Scope of Services included in Exhibit A.**

**Basis of Compensation**

For the services described above, the Client shall remunerate WHKS as follows:

Billed Hourly with an Estimated Fee of \$204,896.00 as detailed below and on the attached Engineering Estimate Summary (Attachment B). Expenses billed at actual cost and mileage at the current published IRS rate per mile. External expenses include an administrative charge of 10 percent. The below includes out-of-pocket expenses and sublet services.

|   |               |
|---|---------------|
| Items d thru h, j and k (WHKS) -            | \$ 181,246.00 |
| Items a, b and i (Precision Engineering.) - | \$17,050.00   |
| Items c (Midwest Engineering and Testing) - | \$6,600.00    |
|   | <hr/>         |
| Total                                       | \$204,896.00  |

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

**Tazewell County Highway Department**

**WHKS & co.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: Daniel L. Parr, P.E.

Printed Name: Scott Sanford, P.E., S.E.

Title: County Engineer

Title: Vice President

## **Exhibit A to Professional Services Agreement**

### **A. Project Description**

The project involves performing preliminary and final design for the replacement of a bridge on CH 7 (Townline Road) over Prairie Creek. The existing bridge is a single span steel multi-beam bridge founded on closed abutments. The bridge is structurally deficient and has a sufficiency rating of 50.4.

Based on conceptual review, the replacement bridge is assumed to be 3-spans (35'-50'-35') with a clear width of 36' and be either multi-beam Steel or PPC I-Beam or be a PPC deck beam bridge founded on open pile bent abutments and pile bent piers. Roadway work will include removal and replacement of approach pavement, guardrails and aggregate shoulders. The horizontal and vertical alignment will be similar to existing with no appreciable grade raise. The roadway will be closed to traffic and staged construction will not be required.

The bridge type and size as noted above is conceptual based on a preliminary review of site hydrology, superstructure depth, and economics. Final bridge length and span arrangement will be determined during Preliminary Design. Services for the project will include plan development and required submittals to meet local letting requirements for construction with local funds.

### **B. Scope of Services Provided Under This Agreement:**

WHKS shall perform the following described services for the Client:

- a. Perform detailed surveys as necessary for the preparation of detailed roadway plans.
- b. Perform stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
- c. Perform soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the Illinois Department of Transportation (IDOT).
- d. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch.
- e. Prepare Preliminary Bridge Design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
- f. Prepare Scour Critical Coding report.
- g. Provide all necessary environmental documents in accordance with the procedures adopted by IDOT's Bureau of Local Roads and Streets. These documents are limited to the Environmental Survey Request, Storm Water Pollution Prevention Plan and Asbestos Determination form.
- h. Complete general and detailed plans, special provisions and estimates of cost and furnish the CLIENT with five (5) copies of the plans, special provisions and estimates. Additional copies of any or all documents, if required, shall be furnished to the CLIENT by WHKS at actual cost for reproduction.

- i. Prepare and furnish the CLIENT with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required. For cost estimate assume 3 Plats with Temp Easements.
- j. Prepare superstructure rating in AASHTOware software program and complete BLR SLRS Form.
- k. Assist the CLIENT in the tabulation and interpretation of the Contractor's proposals.

CLIENT agrees to the following:

- To provide, or make reasonable efforts to assist WHKS in obtaining, high water data and stream flood histories.
- To provide plans or other data necessary for the completion of the project including, but not limited to, existing construction documents, photographs, design data, repair history, traffic counts, and existing survey data.



**Exhibit B to Professional Services Agreement**







Client: Tazewell Co

Route: CH 7 (Townline Rd)

Section No.: 19-00025-00-BR

Structure #'s: 090-3009 (Exist)

backwalls and wings with 3-Span Steel or PPC I-Beam ( spans of 35', 50', 35' and clear width of approx. 36'. No roadway/shoulders as needed. Install guardrail as need conduct hydraulic analysis of proposed structure and pri countermeasure design approval from IDOT. Prepare fi local letting using local funding. Perform ROW survey, l 3) and legal descriptions for land acquisition. Assist the questions as necessary. Plan for January 2025 Local li

| Total Hours       | Project Manager | Transportation |              |           | Structural   |              |              | Hydraulic   |             |       | Engineering Tech III | Engineering Tech |
|-------------------|-----------------|----------------|--------------|-----------|--------------|--------------|--------------|-------------|-------------|-------|----------------------|------------------|
|                   |                 | Eng III        | Eng II       | Eng I     | Eng III      | Eng II       | Eng I        | Eng III     | Eng II      | Eng I |                      |                  |
| 10                |                 |                | 5            |           |              |              |              |             |             |       |                      |                  |
| 9                 | 1               |                |              |           | 8            |              |              |             |             |       |                      |                  |
| 1                 | 1               |                |              |           |              |              |              |             |             |       |                      |                  |
| 6                 |                 |                |              |           | 6            |              |              |             |             |       |                      |                  |
| 4                 |                 |                |              |           | 4            |              |              |             |             |       |                      |                  |
| 30                | 2               | 0              | 5            | 0         | 18           | 5            | 0            | 0           | 0           | 0     | 0                    | 0                |
| or Hours Subtotal | \$ 422.50       | \$ -           | \$ 617.50    | \$ -      | \$ 3,510.00  | \$ 731.25    | \$ -         | \$ -        | \$ -        | \$ -  | \$ -                 | \$ -             |
| or Costs Subtotal |                 |                |              |           |              |              |              |             |             |       |                      |                  |
| 2.7%              |                 |                |              |           |              |              |              |             |             |       |                      |                  |
| 10                |                 |                |              |           |              |              |              |             |             |       |                      |                  |
| 10                | 10              |                |              |           |              |              |              |             |             |       |                      |                  |
| 18                | 18              |                |              |           |              |              |              |             |             |       |                      |                  |
| 38                | 38              | 0              | 0            | 0         | 0            | 0            | 0            | 0           | 0           | 0     | 0                    | 0                |
| or Hours Subtotal | \$ 8,027.50     | \$ -           | \$ -         | \$ -      | \$ -         | \$ -         | \$ -         | \$ -        | \$ -        | \$ -  | \$ -                 | \$ -             |
| or Costs Subtotal |                 |                |              |           |              |              |              |             |             |       |                      |                  |
| 4.1%              |                 |                |              |           |              |              |              |             |             |       |                      |                  |
| 1,263             | 100             | 32             | 90           | 8         | 123          | 224          | 190          | 20          | 62          | 0     | 414                  | 0                |
| \$170,989.00      | \$ 21,125.00    | \$ 6,240.00    | \$ 11,115.00 | \$ 910.00 | \$ 23,985.00 | \$ 32,760.00 | \$ 18,525.00 | \$ 2,925.00 | \$ 7,657.00 | \$ -  | \$ 45,747.00         | \$ -             |

**COMMITTEE REPORT**

Mr. Chairman and Members of Tazewell County Board:

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

*Dail W. Morgan*

*Sam Crawford*

*[Signature]*

*Nancy M. Roche*

**RESOLUTION**

**WHEREAS**, the County Engineer has requested approval to provide a stipend in lieu of providing a county vehicle for the Highway Maintenance Supervisor, and

**WHEREAS**, the current county vehicle provided to the Highway Maintenance Supervisor is proposed to be added to the Highway Department Fleet, and

**WHEREAS**, comparative analysis indicates no appreciable difference in cost to Tazewell County and in addition will provide safer working conditions for maintenance workers in the highway environment, extend the service life of the Bucket truck (an expensive specialized vehicle), eliminate the immediate need to add a vehicle to the highway vehicle fleet in the difficult current market through the State of Illinois Central Management Services, and

**WHEREAS**, the proposed stipend is proposed to be \$1500.00 per month, and

**WHEREAS**, motion was made and passed upon vote to recommend to the County Board that the County Engineer implement said stipend, and

**THEREFORE BE IT RESOLVED** that the County Board would approve said recommendation of the Transportation Committee.

**BE IT FURTHER RESOLVED** that the County Clerk notify the County Board Chairman, County Human Resources, County Auditor and the County Engineer of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022

ATTEST:

*[Signature]*  
County Clerk

*[Signature]*  
County Board Chairman

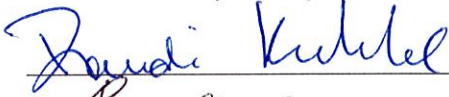
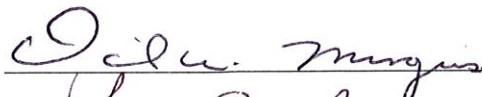



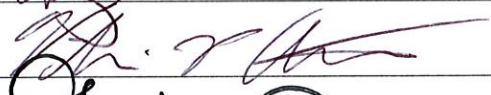
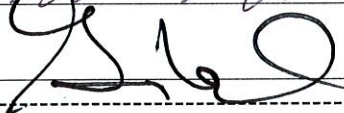



**COMMITTEE REPORT**

F-22-40

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 Transfers for the Health Department as outlined on the attachment to this Resolution; and


WHEREAS, the transfer of funds is to correctly allocate where expenses were incurred.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

## Tazewell County Health Department Line Item Transfers -500 Fund FY2022

| <u>Transfer from</u> | <u>Description</u>          | <u>Transfer to</u> | <u>Description</u>      | <u>Amount</u> |
|----------------------|-----------------------------|--------------------|-------------------------|---------------|
| 220-500-5000         | Department Head             | 220-500-5015       | On Call                 | 4,710.00      |
| 220-500-5101         | Small Office Equipment      | 220-500-5100       | Office Supplies         | 375.00        |
| 220-500-5120         | Assoc Membership Dues       | 220-500-5102       | Paper                   | 1,300.00      |
| 220-500-5120         | Assoc Membership Dues       | 220-500-5104       | Postage & Shipping      | 1,000.00      |
| 220-500-5120         | Assoc Membership Dues       | 220-500-5121       | Prof Certification Fees | 1,000.00      |
| 220-500-5120         | Assoc Membership Dues       | 220-500-5124       | Data Subscriptions      | 5,000.00      |
| 220-500-5122         | Magazine Subscriptions      | 220-500-5130       | Fuel & Oil              | 3,500.00      |
| 220-500-5123         | Newspaper Subscriptions     | 220-500-5131       | Computer Supplies       | 500.00        |
| 220-500-5171         | Food                        | 220-500-5133       | Medical Supplies        | 2,000.00      |
| 220-500-5137         | Cleaning Supplies           | 220-500-5134       | Maintenance Supplies    | 2,700.00      |
| 220-500-5171         | Food                        | 220-500-5134       | Maintenance Supplies    | 1,000.00      |
| 220-500-5206         | Lease Payments              | 220-500-5135       | Technical Supplies      | 6,200.00      |
| 220-500-5171         | Food                        | 220-500-5177       | Educational Materials   | 1,800.00      |
| 220-500-5221         | Alarm System Monitoring     | 220-500-5180       | Program Supplies        | 2,500.00      |
| 220-500-5222         | General Liability Insurance | 220-500-5200       | Software Maintenance    | 3,600.00      |
| 220-500-5401         | Hotel                       | 220-500-5202       | Document Destruction    | 650.00        |
| 220-500-5530         | Building Improvements       | 220-500-5215       | Healthcare Services     | 4,600.00      |
| 220-500-5221         | Alarm System Monitoring     | 220-500-5262       | Professional Fees       | 4,500.00      |
| 220-500-5280         | Emergency Assistance        | 220-500-5262       | Professional Fees       | 3,000.00      |
| 220-500-5301         | Electrical                  | 220-500-5262       | Professional Fees       | 3,000.00      |
| 220-500-5341         | Cell Phone                  | 220-500-5262       | Professional Fees       | 3,000.00      |
| 220-500-5402         | Airfare                     | 220-500-5262       | Professional Fees       | 1,000.00      |
| 220-500-5999         | Contingency                 | 220-500-5262       | Professional Fees       | 23,500.00     |
| 220-500-5404         | Mileage                     | 220-500-5270       | Refunds                 | 3,000.00      |
| 220-500-5366         | Pest Control                | 220-500-5302       | HVAC                    | 500.00        |
| 220-500-5540         | Office Furniture            | 220-500-5320       | Vehicle Maintenance     | 500.00        |
| 220-500-5541         | Office Equipment            | 220-500-5320       | Vehicle Maintenance     | 1,000.00      |
| 220-500-5530         | Building Improvements       | 220-500-5321       | Groundskeeping Equip    | 100.00        |
| 220-500-5530         | Building Improvements       | 220-500-5323       | Office Equipment Maint  | 2,000.00      |
| 220-500-5530         | Building Improvements       | 220-500-5342       | Internet                | 3,500.00      |
| 220-500-5407         | Ground Transportation       | 220-500-5362       | Water                   | 400.00        |
| 220-500-5407         | Ground Transportation       | 220-500-5365       | Grounds Maintenance     | 600.00        |
| 220-500-5407         | Ground Transportation       | 220-500-5400       | Registration Fees       | 300.00        |
| 220-500-5404         | Mileage                     | 220-500-5406       | Parking-Training        | 50.00         |
| 220-500-5550         | Computers                   | 220-500-5454       | Mileage-Business Travel | 9,500.00      |
| 220-500-5550         | Computers                   | 220-500-5551       | Software                | 1,500.00      |

|              |             |
|--------------|-------------|
| 220-500-5999 | Contingency |
|--------------|-------------|

|              |                   |
|--------------|-------------------|
| 220-500-5600 | Repayment of Debt |
|--------------|-------------------|

|           |
|-----------|
| 30,000.00 |
|-----------|

**133,385.00**



COMMITTEE REPORT

F-22-41

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:

*Dandi Kudziel*  
 \_\_\_\_\_  
*Carroll Jones*  
 \_\_\_\_\_  
*Ken Sims*  
 \_\_\_\_\_  
*Steve J. Allen*  
 \_\_\_\_\_  
*David*  
 \_\_\_\_\_  
*Dale L. Jones*  
 \_\_\_\_\_

\_\_\_\_\_

*Frank Scortino*  
 \_\_\_\_\_

\_\_\_\_\_

*Will Hunt*  
 \_\_\_\_\_

RESOLUTION

WHEREAS, the Finance Committee recommends to the County Board to authorize the following budget transfer at the request of the Coroner:

- Budget transfer \$5,000 from Contingency Line Item (100-610-5999) to Overtime Premium Line Item (100-230-5060)

WHEREAS, the transfer of funds is needed to cover the increase in overtime premium due to an increase in case volume.

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 Coroner, the Treasurer and the Auditor of this action.

PASSED THIS 16<sup>TH</sup> DAY OF NOVEMBER, 2022.

ATTEST:

*[Signature]*  
 \_\_\_\_\_  
 Tazewell County Clerk

*[Signature]*  
 \_\_\_\_\_  
 Tazewell County Board Chairman



## TAZEWELL COUNTY CORONER'S OFFICE

Charles R. Hanley, *Coroner*  
11 South 4<sup>th</sup> Street, Suite 228  
Pekin, Illinois 61554  
(309) 346-1222  
chanley@tazewell-il.gov

November 2, 2022

To whom it may concern,

The Tazewell County Coroner's Office is requesting \$5,000.00 to be transferred from the Tazewell County Contingency Fund to the Coroner's Office budget to cover the increase in overtime premium. This is needed due to the 20 % increase case volume.

Transfer \$5,000.00 from 100-610-5999 Contingency to 100-230-5060 Overtime Premium

Thank you,

A handwritten signature in black ink, appearing to read "Charles R. Hanley", with a long horizontal flourish extending to the right.

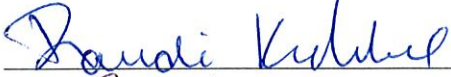
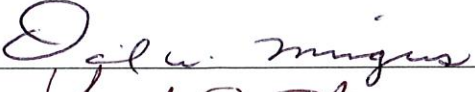


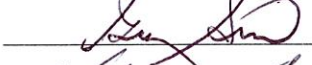
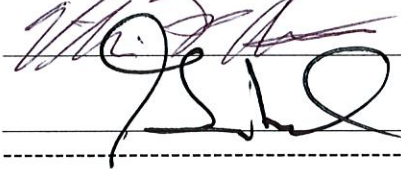
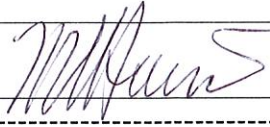
Charles R. Hanley  
Coroner

**COMMITTEE REPORT**

F-22-46

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 following transfer for the Circuit Clerk;

- Transfer \$36,965.96 from Contingency Line Item (100-610-5999) to Professional/Technical Line Item (100-100-5002)
- Transfer \$2,827.90 from Contingency Line Item (100-610-5999) to Social Security Line Item (100-100-5070)
- Transfer \$3,375.00 from Contingency Line Item (100-610-5999) to IMRF Line Item (100-100-5080)
- Transfer \$34.42 from Contingency Line Item (100-610-5999) to Medical Insurance Line Item (100-100-5082)

WHEREAS, the transfer is due to an Intergovernmental Agreement with Peoria County in October 2021 to utilize the IT employee on a part-time basis in which Peoria County would pay a percentage of the total salary and benefits for that employee; and

WHEREAS, the revenues have been received from Peoria County and this budget transfer is necessary to refund the expense line items.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**LINCOLN C. HOBSON**  
TAZEWELL COUNTY CIRCUIT CLERK

TAZEWELL COUNTY COURTHOUSE  
342 COURT STREET  
PEKIN, ILLINOIS 61554



TELEPHONE: (309) 477-2214  
FAX: (309) 353-7801  
www.tazewellcountyil.com

Date: November 4, 2022

To: Nick Graff – Finance Committee Chairman

From: Lincoln C. Hobson  
Tazewell County Circuit Clerk

Subject: **Budget Transfer Request**

**Transfer \$43,203.28**

From: Contingency \$43,203.28  
Line Item # 100-610-5999

To: Circuit Clerk Personnel Lines listed below:  
Line Item #100-100-5002 Professional / Technical \$36,965.96  
Line Item #100-100-5070 Social Security \$2,827.90  
Line Item #100-100-5080 IMRF \$3,375.00  
Line Item #100-100-5082 Medical Insurance \$34.42

Purpose for Transfer of Funds: An intergovernmental agreement for informational technology services was signed into effect by Tazewell County Circuit Clerk Lincoln Hobson and Peoria County Circuit Clerk Robert Spears on November 1, 2021. The timing of this agreement was such that it was past the initial allotted budget timeframe for the Circuit Clerk to allocate funds under each personnel line in the General Fund. The intergovernmental agreement between the parties states that Peoria County will reimbursement Tazewell County at a rate of 40% of the Tazewell County Circuit Clerk's IT Manager yearly salary.




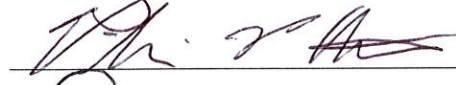
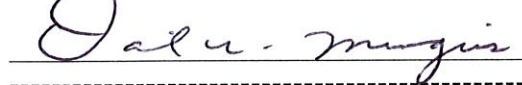
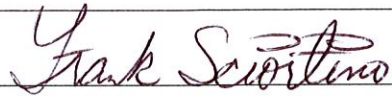

CC: County Administrator  
Finance Director  
Auditor  
County Board Secretary

**COMMITTEE REPORT**

F-22-43

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 Transfers for County Administration as outlined on the attachment to this Resolution; and

WHEREAS, the transfer of funds is needed for salary expenses for FY22.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

# Tazewell County

## Personnel Line Item Transfers

FY 2022

| Transfer From |                          | Transfer To  |                          | Amount    |
|---------------|--------------------------|--------------|--------------------------|-----------|
| 100-610-5649  | Adjustments              | 100-120-5000 | Department Head          | 2,000.00  |
| 100-610-5649  | Adjustments              | 100-120-5003 | Support Staff            | 700.00    |
| 100-610-5649  | Adjustments              | 100-120-5005 | Part Time                | 800.00    |
| 100-610-5649  | Adjustments              | 100-120-5012 | Assist. Public Defenders | 13,000.00 |
| 100-610-5649  | Adjustments              | 100-120-5080 | I.M.R.F.                 | 6,350.00  |
| 100-610-5649  | Adjustments              | 100-120-5082 | Medical Insurance        | 11,800.00 |
| 100-610-5649  | Adjustments              | 100-130-5001 | Management / Supervisor  | 2,000.00  |
| 100-610-5649  | Adjustments              | 100-131-5000 | Department Head          | 6,800.00  |
| 100-610-5649  | Adjustments              | 100-131-5001 | Management / Supervisor  | 2,150.00  |
| 100-610-5649  | Adjustments              | 100-131-5015 | On Call                  | 2,600.00  |
| 100-610-5649  | Adjustments              | 100-131-5060 | Overtime Premium         | 650.00    |
| 100-610-5649  | Adjustments              | 100-220-5001 | Management / Supervisor  | 4,000.00  |
| 100-610-5649  | Adjustments              | 100-300-5026 | Building Inspectors      | 2,550.00  |
| 100-610-5649  | Adjustments              | 100-600-5003 | Support Staff            | 2,420.00  |
| 100-610-5649  | Adjustments              | 100-600-5060 | Overtime Premium         | 190.00    |
| 100-610-5649  | Adjustments              | 100-610-5003 | Support Staff            | 1,800.00  |
| 100-610-5649  | Adjustments              | 100-621-5036 | Board of Review Members  | 50.00     |
| 100-610-5649  | Adjustments              | 100-621-5070 | Social Security          | 200.00    |
| 100-610-5649  | Adjustments              | 100-630-5001 | Management / Supervisor  | 3,970.00  |
| 100-600-5032  | County Administrator     | 100-600-5003 | Support Staff            | 330.00    |
| 100-630-5004  | Maintenance              | 100-630-5060 | Overtime Premium         | 6,100.00  |
| 100-630-5004  | Maintenance              | 100-630-5082 | Medical Insurance        | 600.00    |
| 100-631-5060  | Overtime Premium         | 100-631-5004 | Maintenance              | 100.00    |
| 100-631-5060  | Overtime Premium         | 100-631-5005 | Part Time                | 2,800.00  |
|               |                          |              |                          |           |
| 211-400-5001  | Management / Supervisor  | 211-400-5002 | Professional / Technical | 28,300.00 |
| 211-400-5001  | Management / Supervisor  | 211-400-5003 | Support Staff            | 2,100.00  |
| 211-400-5001  | Management / Supervisor  | 211-400-5060 | Overtime Premium         | 8,000.00  |
| 212-400-5000  | Department Head          | 212-400-5080 | I.M.R.F.                 | 200.00    |
| 212-400-5000  | Department Head          | 212-400-5082 | Medical Insurance        | 6,150.00  |
|               |                          |              |                          |           |
| 221-520-5002  | Professional / Technical | 221-520-5001 | Management / Supervisor  | 1,100.00  |
| 221-520-5002  | Professional / Technical | 221-520-5003 | Support Staff            | 2,200.00  |
|               |                          |              |                          |           |
| 230-550-5649  | Adjustments              | 230-550-5000 | Department Head          | 1,574.00  |
| 230-550-5999  | Contingency              | 230-550-5000 | Department Head          | 1,716.00  |
| 230-550-5340  | Phone                    | 230-550-5001 | Department Head          | 160.00    |
| 230-550-5171  | Food                     | 230-550-5004 | Part Time                | 1,460.00  |
| 230-550-5340  | Phone                    | 230-550-5005 | Part Time                | 340.00    |

# Tazewell County

## Personnel Line Item Transfers

FY 2022

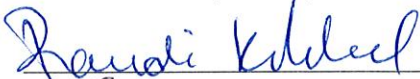




| Transfer From |                          | Transfer To  |                          | Amount   |
|---------------|--------------------------|--------------|--------------------------|----------|
| 231-530-5002  | Professional / Technical | 231-530-5005 | Part Time                | 5,650.00 |
| 231-530-5002  | Professional / Technical | 231-530-5015 | On Call                  | 50.00    |
| 231-530-5000  | Department Head          | 231-530-5038 | Kennel Services          | 8,400.00 |
| 231-530-5002  | Professional / Technical | 231-530-5060 | Overtime Premium         | 7,700.00 |
| 231-530-5082  | Medical Insurance        | 231-530-5070 | Social Security          | 150.00   |
| 231-530-5082  | Medical Insurance        | 231-530-5080 | I.M.R.F.                 | 2,300.00 |
|               |                          |              |                          |          |
| 234-600-5520  | Buildings                | 234-600-5000 | Department Head          | 600.00   |
| 234-600-5520  | Buildings                | 234-600-5004 | Maintenance - Hazard Pay | 2,488.24 |
|               |                          |              |                          |          |
| 252-610-5002  | Professional / Technical | 252-610-5002 | Professional / Technical | 1,900.00 |
| 252-610-5002  | Professional / Technical | 252-610-5008 | Investigators            | 600.00   |
| 252-610-5073  | Federal Unemployment     | 252-610-5080 | I.M.R.F.                 | 700.00   |
| 252-610-5073  | Federal Unemployment     | 252-610-5082 | Medical Insurance        | 6,200.00 |

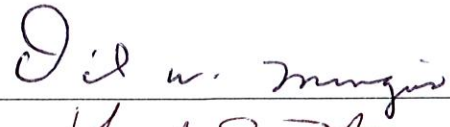


**COMMITTEE REPORT**

F-22-45

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:

AMENDED

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the following budget transfer for Community Development;

- Transfer \$420 from Seed Line Item (100-615-5166) to Field Maintenance Line Item (~~100-615-5132~~) (100-615-5163)

WHEREAS, the transfer of funds is needed to cover the additional cost of additional required miscellaneous field maintenance of the County Farm.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 Tazewell County Clerk

  
 Tazewell County Board Chairman





COUNTY OF TAZEWELL  
COMMUNITY DEVELOPMENT DEPARTMENT

Jaclynn Workman, Administrator

11 South 4<sup>th</sup> Street, Room 400, Pekin, Illinois 61554

Phone: (309) 477-2235 / Email: [zoning@tazewell-il.gov](mailto:zoning@tazewell-il.gov)



TO: Chairman Graff and Finance Committee

FROM: Jaclynn Workman, Administrator

DATE: November 3<sup>rd</sup>, 2022

SUBJECT: Transfer

A transfer will be needed to cover the cost of additional required miscellaneous field maintenance of the County Farm, as previously mentioned. The invoice from Mr. Lloyd Marion was \$413.16, much lower than the anticipated amount. A transfer of \$420 from 100-615-5166 (Seed) to 100-615-5163 (Field Maintenance) to cover the additional cost will be needed at this time.

Please feel free to contact me at your convenience if you have further questions.


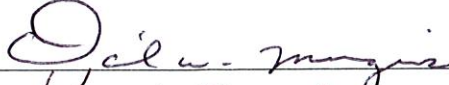
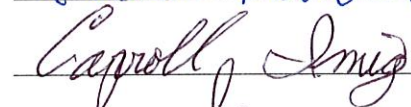

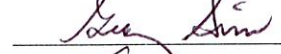

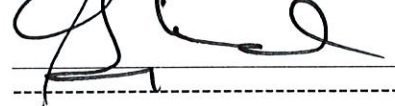
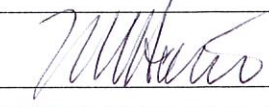
JW

**COMMITTEE REPORT**

F-22-50

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 following budget transfers for Community Development;

- Transfer \$231 from Dues and Subscriptions Line Item (100-300-5120) to Appeal Board Line Item (100-300-5208)
- Transfer \$300 from Mileage Line Item (100-300-5454) to Appeal Board Line Item (100-300-5208)
- Transfer \$600 from Building Code Inspections Line Item (100-300-5210) to Appeal Board Line Item (100-300-5208)
- Transfer \$351 from Education and Training Line Item (100-610-5400) to Appeal Board Line Item (100-300-5208)
- Transfer \$500 from Meals/Training Per Diem Line Item (100-300-5405) to Appeal Board Line Item (100-300-5208)
- Transfer \$1,518 from Contingency Line Item (100-610-5999) to Appeal Board Line Item (100-300-5208)


WHEREAS, the transfer of funds is needed to cover the increased cost in public hearings.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman



COUNTY OF TAZEWELL  
COMMUNITY DEVELOPMENT DEPARTMENT



Jaclynn Workman, Administrator  
11 South 4<sup>th</sup> Street, Room 400, Pekin, Illinois 61554  
Phone: (309) 477-2235 / Email: [zoning@tazewell-il.gov](mailto:zoning@tazewell-il.gov)

TO: Chairman Graff and Finance Committee  
FROM: Jaclynn Workman, Administrator  
DATE: November 4<sup>th</sup>, 2022  
SUBJECT: Transfer

The Appeal Board (100-300-5208) line is currently overdrawn by 2188.00 following payment of October bills. To date, there have already been transfers to this line in the amount of \$1712.09. It is anticipated that the November bills will increase the negative balance of this line to a total of approximately \$3500.00. The following transfers will be needed to cover the additional cost;

|                   |                           |                           |
|-------------------|---------------------------|---------------------------|
| From 100-300-5120 | Dues and Subscriptions    | in the amount of \$231.00 |
| From 100-300-5454 | Mileage                   | in the amount of \$300.00 |
| From 100-300-5210 | Building Code Inspections | in the amount of \$600.00 |
| From 100-610-5400 | Education and Training    | in the amount of \$351.00 |
| From 100-300-5405 | Meals/Training Per Diem   | in the amount of \$500.00 |
|                   | Total:                    | \$1982.00                 |

Additionally, we are requesting \$1518.00 from contingency to cover the additional estimated cost to the Appeal Board Line 100-300-5208 for November 2022.

The additional cost is due to the increased number of public hearings held in June 2022 as well as the increased cost of the new court reporter.

Thank you for your consideration. Please feel free to contact me at your convenience if you have further questions.

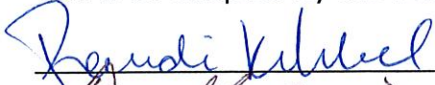



JW




**COMMITTEE REPORT**

F-22-44

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 transfer for the Emergency Management Agency:

- Transfer \$963.21 from Contingency Line Item (100-610-5999) to Uniforms & Clothing Line Item (100-220-5140)

WHEREAS, the transfer of funds is needed as line items did not have funds reflected correctly.

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 E.M.A. Director and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

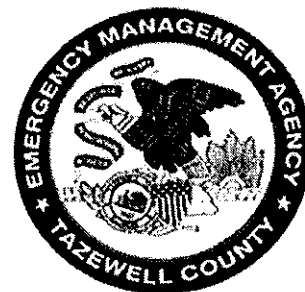
---

**TAZEWELL COUNTY EMERGENCY MANAGEMENT AGENCY**

21304 Illinois Route 9 Tremont IL 61568

tazewellema.org 309.925.2271

---



**To:** Mike Deluhery, Mindy Darcy, Sue Beeney

**From:** Dawn Cook, EMA

**Subject:** End of Year Transfer

For Emergency Management Agency, I'm asking for a transfer from Line Item:100-610-5999 (Contingency) *to* Line Item: Uniforms & Clothing 100-220-5140 in the amount of \$963.21. \$1500 was received as a donation to EMA and is being used to offset this cost from contingency.

Thank you for your consideration~  
~Dawn

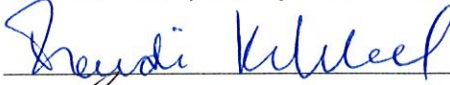
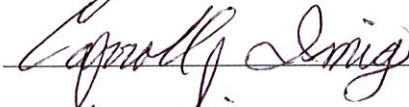


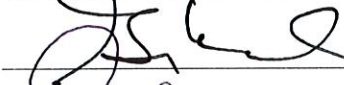
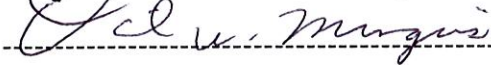
Dawn Cook, Director


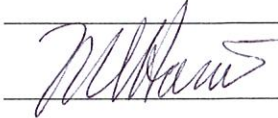
**COMMITTEE REPORT**

F-22-47

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 Finance Committee recommends to the County Board to authorize the following budget transfer for the Veterans Assistance Commission:

- Transfer \$2,000 from VA Contingency Line Item (230-550-5999) to Emergency Assistance Line Item (230-550-5280)

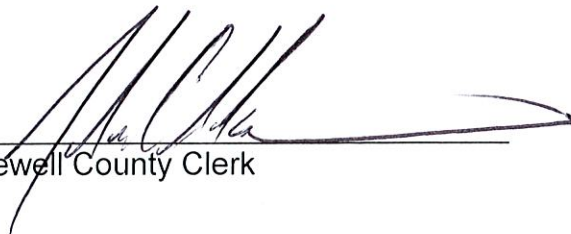
WHEREAS, the transfer of funds is needed to cover utility assistance for eligible veterans.

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 VAC, the Treasurer and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

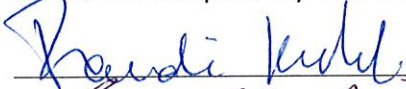
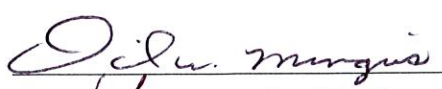


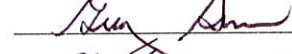
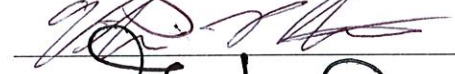


  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**COMMITTEE REPORT**

F-22-49

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 a budget transfer for County Administration; and

- Transfer \$115,000 from Legal Services Line Item (252-610-5241) to Physical Loss/Damage Replacement Line Item (252-610-5224)


WHEREAS, the transfer of funds is needed for replacement of damaged property.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

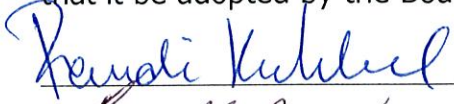

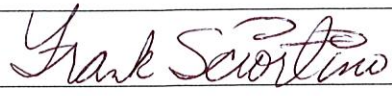


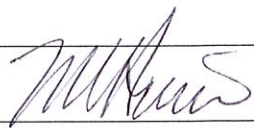
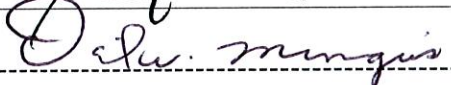
  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**COMMITTEE REPORT**

F-22-48

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:

|  |   |
|--|---|
| <br>_____ | _____   |
| <br>_____ | <br>_____ |
| <br>_____ | _____   |
| <br>_____ | <br>_____ |
| <br>----- | _____   |

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize the purchase of a squad car for the Sheriff's Department; and

WHEREAS, the purchase will be funded by the Risk Management Fund as it is a replacement of a squad car totaled in an accident.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

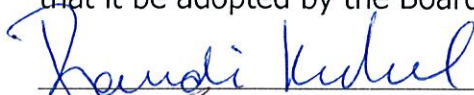


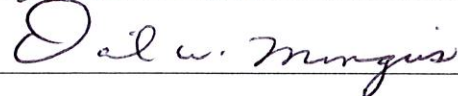


**COMMITTEE REPORT**


F-22-39

Mr. Chairman and Members of the Tazewell County Board:

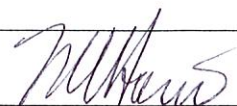
Your Finance Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_  
  
 \_\_\_\_\_

\_\_\_\_\_

  
 \_\_\_\_\_

\_\_\_\_\_

  
 \_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to increase the call out pay to Emergency Management volunteers; and


WHEREAS, the pay for a call out event will be \$10 effective December 01, 2022.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**COMMITTEE REPORT**

F-22-51

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:

\_\_\_\_\_

*Danny Proehl*

\_\_\_\_\_

*Frank Scortino*

\_\_\_\_\_

*Carolyn W. Mays*

\_\_\_\_\_

*Greg Lewis*

\_\_\_\_\_

*John D. H.*

\_\_\_\_\_

*Mark*

**RESOLUTION**

WHEREAS, the County's Finance Committee recommends to the County Board to authorize budget transfers for the County Highway Department:

- Transfer \$528.08 from Small Office Equipment Line Item (211-400-5101) to Books and Records Line Item (211-400-5103)
- Transfer \$30,000 from Roads and Bridges Line Item (211-400-5327) to Highway Equipment Maintenance Supplies Line Item (211-402-5134)
- Transfer \$15,000 from Preliminary Engineering Line Item (211-400-5242) to Engineering and Technical Line Item (211-400-5237)
- Transfer \$500 from Office Supplies Line Item (211-400-5100) to Uniforms and Clothing Line Item (211-400-5140)
- Transfer \$14,000 from Roads and Bridges Line Item (211-400-5327) to Road and Bridge Materials Line Item (211-402-5181)
- Transfer \$500 from Publication of Legal Notices Line Item (211-400-5203) to NPDES Permit Line Item (211-400-5209)
- Transfer \$826.17 from Conference Registration Line Item (211-400-5400) to Electrical Line Item (211-400-5301)
- Transfer \$414 from Conference Registration Line Item (211-400-5400) to Fire Extinguishers Line Item (211-400-5307)
- Transfer \$3,109.25 from Roads and Bridges Line Item (211-400-5327) to Waste Removal Line Item (211-402-5364)
- Transfer \$1,243.21 from Roads and Bridges Line Item (211-400-5327) to Mechanical Equipment Repair and Maintenance Line Item (211-400-5326)

- Transfer \$60,000 from Bridge Construction Line Item (214-400-5581) to Construction Engineering Line Item (214-400-5244)


WHEREAS, the transfers are needed to meet end of the fiscal year needs as outlined on the attached letter from the County Engineer.

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 County Highway Engineer and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

# TAZEWELL COUNTY HIGHWAY DEPARTMENT

**DAN PARR**  
COUNTY ENGINEER

21308 ILLINOIS ROUTE 9  
TREMONT, IL 61568

dparr@tazewell-il.gov

PHONE (309) 925-5532  
FAX (309) 925-5533

November 7, 2022

Hon. Nick Graff  
Tazewell County Finance Committee  
Pekin, IL 61554

Chairman Graff,

We are asking for approval of the following transfers for Tazewell County Highway Department. Our shortages in County Highway Fund 211 are due to two main occurrences. A storm in December of 2021 resulted in several unplanned expenses. Most of these expenses have been reimbursed by insurance. However, the funds were deposited into a revenue line for insurance funds, per Administrator Mike Deluhery. The other main factor is change in line items for the new Abila system. Lines were reconstructed to better fit Highway and its expenses, but budgeted numbers were very estimated.

We request a transfer of \$528.08 from 211-400-5101, Small Office Equipment, to 211-400-5103, Books and Records. A transfer is necessary due to the change in line item descriptions from last year to this year. Funds for the expense incurred were not budgeted in the appropriate line.

We request a transfer of \$30,000.00 from 211-400-5327, Roads and Bridges, to 211-402-5134, Highway Equipment Maintenance Supplies. A transfer is necessary due to the change in line item descriptions from last year to this year. Funds were not budgeted high enough in this line when removing other lines. A storm in December 2021 also resulted in a fair amount of unexpected expenses.

We request a transfer of \$15,000.00 from 211-400-5242, Preliminary Engineering, to 211-400-5237, Engineering and Technical. A transfer is necessary due to the change in line item descriptions from last year to this year. Funds were not budgeted high enough in this line when editing line items descriptions and types.

We request a transfer of \$500 from 211-400-5100, Office Supplies, to 211-400-5140, Uniforms and Clothing. This line was previously used only for contractual Uniform Allowance expenses. This fiscal year it was used for any and all uniform expenses incurred, which resulted in a very small overage.

We request a transfer of \$14,000.00 from 211-400-5327, Roads and Bridges, to 211-402-5181, Road and Bridge Materials. A transfer is necessary due to the change in line item descriptions from last year to this year. Funds were not budgeted high enough in this line when removing other lines. A storm in December 2021 also resulted in a fair amount of unexpected expenses.

We request a transfer of \$500 from 211-400-5203, Publication of Legal Notices, to 211-400-5209, NPDES Permit. The annual fee for this permit increased by \$500.

We request a transfer of \$826.17 from 211-400-5400, Conference Registration, to 211-400-5301, Electrical. Two unexpected electrical repairs occurred, and the amount budgeted was not high enough to cover the repairs.

# TAZEWELL COUNTY HIGHWAY DEPARTMENT

**DAN PARR**  
COUNTY ENGINEER

21308 ILLINOIS ROUTE 9  
TREMONT, IL 61568

dparr@tazewell-il.gov

PHONE (309) 925-5532  
FAX (309) 925-5533

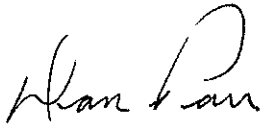
We request a transfer of \$414.00 from 211-400-5400, Conference Registration, to 211-400-5307, Fire Extinguishers. A transfer is necessary due to the change in line item descriptions from last year to this year. Funds for the annual expense incurred were not budgeted in the appropriate line.

We request a transfer of \$3,109.25 from 211-400-5327, Roads and Bridges to 211-402-5364, Waste Removal. A transfer is necessary to cover a large storm related expense (debris removal).

We request a transfer of \$1,243.21.00 from 211-400-5327, Roads and Bridges to 211-400-5326, Mechanical Equipment Repair and Maintenance. A transfer is necessary due to the change in line item descriptions from last year to this year. Funds for the repair expenses incurred were not budgeted in the appropriate line.

We request a transfer of \$60,000 from 214-400-5581, Bridge Construction, to 214-400-5244, Construction Engineering. Construction engineering was budgeted and planned to be "in-house" but had to be outsourced due to limited staff.

Sincerely,



Dan Parr  
County Engineer  
Tazewell County Highway Department

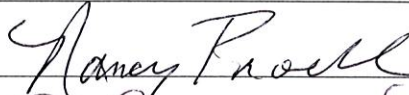
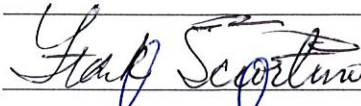



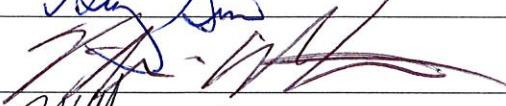
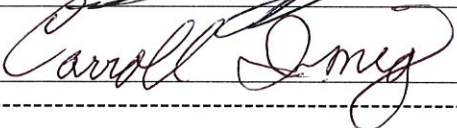
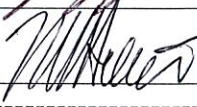
jes

**COMMITTEE REPORT**

F-22-42

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 approve the attached Master Services Agreement/Statement of Work with CliftonLarsonAllen, LLC for Professional Audit Services; and


WHEREAS, the agreement defines the responsibilities of the External Auditor and Management in the performance of the audit.

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 Treasurer, the Auditor and CliftonLarsonAllen, LLC.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman



# Master Services Agreement

Tazewell County, Illinois  
11 South 4th Street Suite 432  
MSA Date: October 25, 2022

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Tazewell County, Illinois (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

## 1. **Scope of Professional Services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

## 2. **Management responsibilities**

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

## 3. **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

**4. Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services.

**5. Finance charges and collection expenses**

You agree that if any statement is not paid within 60 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%). In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

**6. Dispute Resolution**

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

**7. Limitation of remedies**

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our



communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

**8. Governing Laws, Jurisdiction, and Venue**

The MSA is made under and shall be governed by the laws of the state of Illinois, without giving effect to choice of law principles. This includes dispute resolution and limitation of remedies.

**9. Time limitations**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods ("Limitation Period"), which vary based on the services provided, and may be modified as described in the following paragraph:

| <b>Service</b>  | <b>Time after the date we deliver the services or work product*</b> |
|---|---|
| Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information | 24 months   |
| All Other Services  | 12 months   |

\* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship

with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

**10. Confidentiality**

Except as permitted by the "Consent" section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**11. Other provisions**

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

**12. Consent to use financial information**

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of Tazewell County, Illinois anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

**13. Consent to send you publications and other materials**

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

**14. Technology**

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

**15. Termination of MSA**

This MSA shall continue for five years from October 25, 2022, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**16. Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Adam Pulley

Principal

309-495-8767

adam.pulley@claconnect.com

**Response:**

This MSA correctly sets forth the understanding of Tazewell County, Illinois

CLA  
CLA

*Adam M. Pulley*

---

Adam Pulley, Principal

SIGNED 11/15/2022, 4:11:22 PM CST

**Client**  
Tazewell County, Illinois

SIGN: \_\_\_\_\_

Mike Deluhery, County Administrator

DATE: \_\_\_\_\_



## Statement of Work - Audit Services

October 25, 2022

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated October 25, 2022, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and Tazewell County, Illinois ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended November 30, 2022.

Adam Pulley is responsible for the performance of the audit engagement.

### **Scope of audit services**

We will audit the the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Tazewell County, Illinois, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the following supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole:

Circuit Clerk Schedule of Accountabilities and Report J

Additional supplementary information as identified in the financial statements table of contents

The following supplementary information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

Other information as identified in the financial statements table of contents

### **Nonaudit services**

We will also provide the following nonaudit services:

· Preparation of your financial statements and the related notes.

- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of schedule of federal awards.
- Converting cash basis accounting records to accrual basis.
- Preparation of the AFR

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or

disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Revenue recognition
- Management override

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, Government Auditing Standards, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less

in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

## **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and

ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also

agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

#### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

#### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information

incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

**Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Regulator, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the a Regulator. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

#### **Fees**

Our professional fees will be \$105,380. We will also bill a technology and client support fee of five percent (5%) of all professional fees billed. The fee does not include assistance with implementation of GASB 87, Leases, as applicable. This fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher. Our invoices, including applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate. Examples of such circumstances may include key employee turnover at the County, significant delays caused by the County, or significant audit rework as a result of adjusting entries. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services. We will obtain prior approval from you prior to performing any services beyond those described as above in this letter. We will provide a fair and reasonable price for providing the additional services.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of Tazewell County, Illinois.



CLA  
CLA

*Adam M. Pulley*

---

Adam M. Pulley, Principal

**Client**  
Tazewell County, Illinois

SIGN:

---

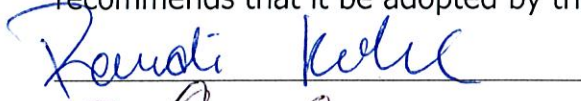
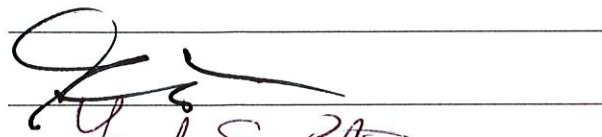
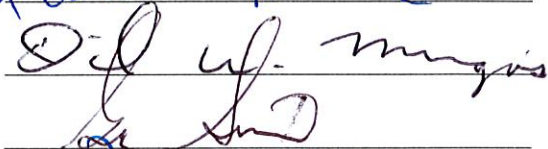


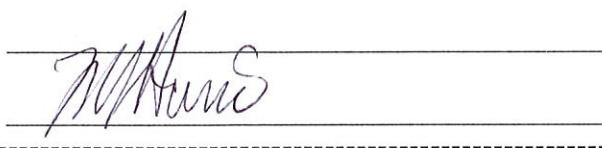
Mike Deluhery, County Administrator

DATE:

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

|   |  |
|---|--|
|  |  |
|  |  |
|  |  |

**RESOLUTION**

WHEREAS, the Tazewell County Board recognizes County employees indicated herein for their years of loyal service to Tazewell County Government and is proud to present each employee with a Certificate of Appreciation:

FY 2022 Service Recognition by Department

Circuit Clerk

|                   |          |
|-------------------|----------|
| Gina R. Eisfelder | 25 Years |
| Becky J. Jones    | 25 Years |

Community Development

|                    |          |
|--------------------|----------|
| Melissa A. Kreiter | 20 Years |
|--------------------|----------|

Community Development/ZBA

|                  |          |
|------------------|----------|
| Donald W. Vaughn | 10 Years |
|------------------|----------|

County Administration

|                     |          |
|---------------------|----------|
| Roger B. Workheiser | 10 Years |
|---------------------|----------|

County Board

|                    |          |
|--------------------|----------|
| Gary N. Graff      | 10 Years |
| Monica M. Connett  | 15 Years |
| J. David Zimmerman | 25 Years |
| Carroll E. Imig    | 30 Years |

County Clerk/Recorder

|                   |          |
|-------------------|----------|
| Tammy R. Woodard  | 20 Years |
| Gayle L. Williams | 30 Years |

Court Services

|               |          |
|---------------|----------|
| Moriah Turner | 20 Years |
|---------------|----------|

Health Department

|                      |          |
|----------------------|----------|
| Roberta L. Blanchard | 15 Years |
| Erica R. Husser      | 15 Years |
| Stacie L. Ealey      | 20 Years |
| Sara R. Sparkman     | 25 Years |

Highway

|                      |          |
|----------------------|----------|
| David P. Scheuermann | 15 Years |
| Paul E. Augspurger   | 20 Years |
| Daniel L. Parr       | 25 Years |

Sheriff

|                           |          |
|---------------------------|----------|
| Mark A. Wells, Jr         | 10 Years |
| Justin J. Gall            | 15 Years |
| Kyle S. Klein             | 15 Years |
| Ryan N. Stocke            | 15 Years |
| Sara G. Vonderheide       | 15 Years |
| Richard B. Brock III      | 20 Years |
| Jennifer S. Shallenberger | 20 Years |
| Timothy S. Gillespie      | 25 Years |
| Irvin L. Johnson, Jr      | 25 Years |

Sheriff Merit Commission

|                      |          |
|----------------------|----------|
| Timothy M. Gillespie | 10 Years |
|----------------------|----------|

State's Attorney

|                   |          |
|-------------------|----------|
| Paige M. Theobald | 10 Years |
| Matthew S. Drake  | 15 Years |
| Jenny Hancock     | 25 Years |

Supervisor of Assessments

|                 |          |
|-----------------|----------|
| Nicole L. Jones | 20 Years |
|-----------------|----------|

VAC

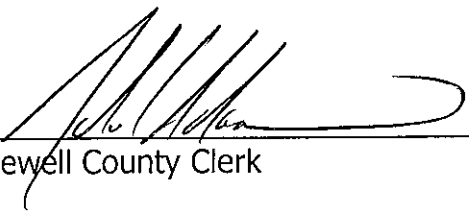
Steven A. Saal

30 Years

THEREFORE BE IT RESOLVED that the County Board extends its appreciation to these employees of Tazewell County Government.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**COMMITTEE REPORT**

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 ratification of the Collective Bargaining Agreement between Tazewell County and the Teamsters, Chauffeurs and Helpers Local Union No. 627 on behalf of the Employees and Non-Judicial Employees of Unit B; and

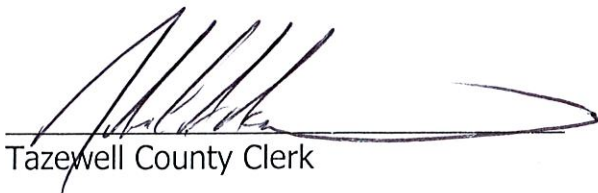
WHEREAS, this Agreement is a three year agreement effective December 01, 2021 through November 30, 2024.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the Auditor, Coroner, County Clerk/Recorder, Sheriff and Treasurer of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
COUNTY OF TAZEWELL COUNTY  
A BODY POLITIC, AND THE  
TAZEWELL COUNTY AUDITOR, CORONER,  
COUNTY CLERK, RECORDER, SHERIFF  
AND TREASURER, ELECTED OFFICIALS  
CO-EMPLOYER  
AND  
TEAMSTERS, CHAUFFEURS AND HELPERS LOCAL UNION NO. 627  
ON BEHALF OF THE EMPLOYEES AND  
NON-JUDICIAL EMPLOYEES  
UNIT B

DECEMBER 1, ~~2017-2021~~ – NOVEMBER 30, ~~2020~~2024

INDEX

PREAMBLE.....4  
ARTICLE 1 – RECOGNITION.....4  
ARTICLE II – MANAGEMENT RIGHTS..... 8  
ARTICLE III – UNION RIGHTS.....9  
ARTICLE IV – SUBCONTRACTING.....11  
ARTICLE V – NON-DISCRIMINATION.....12  
ARTICLE VI – DUES CHECKOFF/FAIR SHARE.....12  
ARTICLE VII – WORK STOPPAGE.....14  
ARTICLE VIII – PERSONNEL FILES.....15  
ARTICLE IX – DISCIPLINE AND DISCHARGE.....17  
ARTICLE X – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE..... 20  
ARTICLE XI – SENIORITY/LAYOFF/RECALL.....25  
ARTICLE XII – FILLING OF VACANCIES.....28  
ARTICLE XIII – HOURS OF WORK/BREAKS/OVERTIME.....29  
ARTICLE XIV – VACATIONS.....33  
ARTICLE XV – HOLIDAYS.....35  
ARTICLE XVI – SICK LEAVE.....36  
ARTICLE XVII – LEAVES OF ABSENCE.....37  
ARTICLE XVIII – UNPAID LEAVES OF ABSENCE.....39  
ARTICLE XIX – WAGES.....41  
ARTICLE XX – MILEAGE ALLOWANCE.....42  
ARTICLE XXI – OTHER PAY PROVISIONS.....42

ARTICLE XXII – LABOR-MANAGEMENT/SAFETY AND HEALTH COMMITTEE..... 43

ARTICLE XXIII – INSURANCE..... 45

ARTICLE XXIV – MISCELLANEOUS PROVISIONS..... 47

ARTICLE XXV – JOB DESCRIPTIONS..... 49

ARTICLE XXVI – PAST PRACTICE..... 49

ARTICLE XXVII – RECORDS AND FORMS..... 49

ARTICLE XXVIII –ENTIRE AGREEMENT/SAVINGS CLAUSE..... 51

ARTICLE XXIX – TERMS OF THE AGREEMENT..... 51

APPENDIX A – FY 2018 UNIT B PAY SCALE..... 53

EXECUTED SIDEBAR AGREEMENTS..... 54



## PREAMBLE

This Agreement entered into by the County of Tazewell, a body politic, Auditor of Tazewell County, Coroner of Tazewell County, County Clerk of Tazewell County, Recorder of Tazewell County, Sheriff of Tazewell County and Treasurer of Tazewell County as joint public employers within the meaning of Sections 3(n) and 20(b) of the Illinois Public Labor Relations Act, hereinafter referred to as the Employer, and Teamsters, Chauffeurs and Helpers Local Union No. 627, referred to as the Union, after collective bargaining as required by Public Act 83-1012 (Illinois Public Labor Relations Act) for the purposes of promoting harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE I RECOGNITION

### Section 1 – Unit Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, working conditions and other conditions of employment for all full-time and part-time employees in the job classifications found within the Illinois State Labor Relations Board Certification seen below for Unit B. Such recognition is pursuant to certification by the State Labor Relations Board, and shall include those employees, except those excluded pursuant to P.A. 83-1012 and such certification. Where a new classification is instituted, the work of which falls within the scope of the unit, the Employer agrees to jointly petition the State Labor Board to seek the necessary unit clarification. ~~After the classification has been approved by the Labor Board, it shall then be submitted to the Position Evaluation Committee for approval.~~

Where other employees were historically excluded but are eligible under the statute and may only appropriately be represented in the unit or where a new classification is instituted, the work of which falls within the scope of the unit, the

Employee agrees to jointly petition the Illinois State Labor Board to seek the necessary unit classification.

The State Labor Relations Board has certified the bargaining unit for Unit B as follows:

Included: All employees in the following departments of Tazewell County: ANIMAL CONTROL: Animal Control Officer, Administrative Assistant, Administrative Specialist, Kennel Services Coordinator, Kennel Services Technician, Weekend & Holiday Services Technician, Animal Control Specialist, ~~;~~ Lead Animal Control Officer, Kennel Services Lead; FINANCE: Accounting Manager, ~~;~~ ~~Purchasing Manager;~~ BUILDING AND GROUNDS: Maintenance Coordinator, Maintenance Lead Assistant, Maintenance Lead Technician, Part-time Maintenance Technician; COMMUNITY DEVELOPMENT: Permit Technician; CORONER: Administrative Assistant; COUNTY CLERK/RECORDER: Deputy Recorder/Payroll Assistant, Deputy Recording Clerk, Part-time Deputy Recording Clerk, ~~Deputy Recorder Lead Clerk, Deputy County Clerk, Deputy County Clerk/Payroll Backup,~~ Deputy County Clerk/Tax Extension Clerk, Deputy County Clerk/Bookkeeper, Deputy County Clerk Floater, Deputy Elections Clerk, ~~Deputy Payroll Administration, Deputy Elections Clerk/Judge Coordinator,~~ Printer Specialist, Deputy Clerk/Floater/Elections, Deputy Recorder/Elections Floater; SHERIFF: Detective Secretary, Lead Records/Civil Process Clerk, Records/Civil Process Clerk, Part-time Civil Process Clerk, Jail Clerk, Part-time Jail Clerk, Civil Process Clerk; SUPERVISOR OF ASSESSMENTS: BOR Deputy Administrative Clerk, GIS/Mapping Technician, GIS Tech/Legal Description Clerk, Office Manager/Sales Analyst, ~~Transaction Clerk, Part-time Transaction Clerk, Senior Transaction Clerk;~~ TREASURER: Accounting Technician I, Accounting Technician/Courier II; ~~Accounting Officer, Accounting Technician/Courier, Deputy Collector;~~ PUBLIC DEFENDER: Administrative Assistant, Part-Time Public Defender Clerk.

Excluded: All employees in the Health Department, all security employees, Secretary for the Veterans Assistance Commission and Chief Deputy Assessor, all supervisors, managerial employees, confidential employees, short-term employees, and all others excluded by the Act and all other employees of the Employers.

## **Section 2 – New Classifications**

In the event the Employer establishes new job positions within the bargaining unit, the Employer, ~~through its Position Classification Committee~~, shall assign a classification and pay grade thereto. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the State Labor Relations Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3<sup>rd</sup> step of the grievance procedure.

The arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- (a) The job content and responsibilities attached hereto in comparison with the job content and responsibilities of other position classifications in the classification schedule and in the bargaining unit;
- (b) Like positions with similar job content and responsibilities within the public labor market generally;
- (c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the arbitrator's decision.

If the decision of the arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactively to the date of its installation.

Upon installation of the new position classification, the filling of such position classification shall be in accordance with other procedures set forth in this Agreement.

## **Section 3 – Abolition or Merger of Job Classification**

The Employer's determination to abolish or merge existing classifications may be appealed to the 2<sup>nd</sup> step of the grievance procedure.

#### **Section 4 – Integrity of the Bargaining Unit**

The Employer recognizes the integrity of the bargaining unit, and will not take any action, which may erode it. The employer shall assign bargaining unit work to bargaining unit employees except as otherwise provided in this Agreement.

#### **Section 5 – Union Exclusivity**

The Employer shall not discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for employees in the bargaining unit. Nor shall the Employer negotiate with employees over their hours, wages, working conditions and all other terms of employment, except as otherwise provided for herein.

#### **Section 6 – Department Heads**

Department Heads and/or exempt employees may continue to perform bargaining unit work, which is incidental to their jobs. Department Heads and/or exempt employees may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Department Heads and/or exempt employees shall not cause any layoffs of the bargaining unit employees, or the bargaining unit to be eroded.

#### **Section 7 – Short-Term Employees**

The Employer may continue to use short-term employees in accordance with past practice. Short-term employees are those who work in two (2) consecutive quarters, or less, per calendar year and have no reasonable expectation of being rehired the next calendar year.

Employer agrees not to significantly increase the number of short-term employees in such a manner as to avoid hiring permanent personnel or to cause layoffs of existing personnel.

**ARTICLE II**  
**MANAGEMENT RIGHTS**

**Section 1 – Rights Residing in Management**

Except as amended, changed or modified by this Agreement, the Employer retains the exclusive right to manage its operations, determine its policies, budget and operations, the manner of exercise of its statutory functions and the direction of its working forces, including, but not limited to:

- (a) the right to hire, promote, demote, transfer, evaluate, allocate, assign, supervise and direct employees;
- (b) to discipline, suspend and discharge for just cause;
- (c) to relieve employees from duty because of lack of work or other legitimate reasons;
- (d) to determine the size and composition of the work force;
- (e) to make and enforce reasonable rules of conduct and regulations;
- (f) to determine the departments, divisions and sections and work to be performed therein;
- (g) to determine the number of hours of work and shifts per work week;
- (h) to establish and change work schedules and assignments;
- (i) to introduce new methods of operation;
- (j) to eliminate, contract, and relocate or transfer work and maintain efficiency;
- (k) to take whatever action is necessary to carry out the functions of the County and the County offices in emergency situations.

**Section 2 – Statutory Obligations**

Nothing in the Agreement shall be construed to modify, eliminate or detract from the statutory responsibilities and obligations of the Employer except that the exercise of its rights in the furtherance of such statutory obligations shall not be in conflict with the provisions of this Agreement.

**ARTICLE III**  
**UNION RIGHTS**

**Section 1 – Union Activity During Working Hours**

Employees shall, after giving appropriate notice to their supervisor, be allowed reasonable time off with pay during working hours to attend insurance and labor management/safety meetings. Attendance shall be limited to those who are speaking at the meeting and their attendance shall not interfere with the Employer's operations.

**Section 2 – Access to Premises by Union Representatives**

The Employer agrees that local representatives and officers and Teamsters, Chauffeurs and Helpers Local Union No. 627 staff representatives shall have reasonable access to the premises of the Employer and Union, giving notice upon arrive to the County Board Chairman, or his designee, and the appropriate elected official, or his designee. Such visitations shall be for the reason of the administration of this Agreement and shall not interfere with the normal operations of the particular department. By mutual arrangement with the Employer in emergency situations, local Union representatives may call a meeting during working hours to prevent, resolve or clarify a problem of such magnitude that concerted activity is imminent.

**Section 3 – Time Off for Union Activities**

Local Union Stewards shall be allowed time off without pay for legitimate Union business such as Union meetings, provided such Steward shall give reasonable notice to his/her supervisor of such absence and may be allowed such time off if it does not interfere with the operating needs of the Employer. No more than two (2) local Union

Stewards at any one time may be granted such time off without pay for not more than three (3) days at one time. Except as mutually agreed to between the Employer and the Union, no individual employee may be granted such time off without pay more than twice a year.

#### **Section 4 – Union Bulletin Boards**

The Employer shall provide bulletin boards in the Courthouse, Tazewell building, McKenzie Building, Animal Control and Justice Center locations. The boards shall be for the sole and exclusive use of the Union. The items posted shall not be political, partisan or defamatory in nature.

#### **Section 5 – Information Provided to Union**

At least twice each year, when requested by the Union, the Employer through the Office of the County Clerk shall notify the local Union, in writing, of the following personnel transactions involving bargaining unit employees: New hires, promotions, bid numbers where such are used, layoffs, reemployment, transfer, leaves, returns from leave, suspension, discharge, and termination.

In addition, upon request of the Union, the Employer shall furnish the Union every ninety (90) days the current seniority rosters and reemployment lists, applicable under the seniority provisions of this Agreement.

#### **Section 6 – Union Orientation**

(a) The Employer shall notify the Union within fourteen (14) calendar days of the first day of work for any new employee or the change of full-time or part-time status of any employee covered by the bargaining unit.

(b) By mutual arrangement regarding time and place with the Employer, the Union shall be allowed to orient, educate and update each employee for up to one hour during the term of the contract for the purpose of informing employees of their rights and obligations under this collective bargaining agreement, and without loss of pay for the employees involved. The Union may conduct these orientation sessions no more than

once per month for new employees. For the purpose of this Section a new employee is defined as anyone in their first year of employment with the County.

(c) The Employer shall inform the Union of all such hiring and the Union shall inform the Employer of the Union representative who will carry out the Union orientation.

(d) The Union is responsible for providing signed deduction forms to Payroll.

#### **Section 7 – Distribution of Union Literature**

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours. E-mail notification of Union meetings only will be permitted during working hours.

#### **Section 8 – Union Meeting on Premises**

The County Board Chairman, or his designee, agrees to make available conference and meeting rooms for Union meetings permitted under this Agreement upon prior notification to the County Board chairman, or his designee, unless to do so would interfere with the operating needs of the Employer or cause additional cost or undue inconvenience to the Employer.

#### **Section 9 – Rate of Pay**

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working.

### **ARTICLE IV** **SUBCONTRACTING**

#### **Section 1 – General Policy**

It is the general policy of the Employer to continue to utilize employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interests of economy, improved work product, or emergency.



**Section 2 –Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

**ARTICLE V**  
**NON-DISCRIMINATION**

**Section 1 – Prohibition Against Discrimination**

Both the employer and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical disability, sexual orientation, or other non-merit factors.

**Section 2 – Union Activity**

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by the Illinois Public Labor Relations Act or by this Agreement, or on account of Union membership or non-membership or engagement in lawful activities on behalf of the Union.

**Section 3 – Equal Employment/Affirmative Action**

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and Affirmative Action Laws.

**ARTICLE VI**

## DUES CHECKOFF / FAIR SHARE FEES

### Section 1 – Union Dues and Fair Share

~~All bargaining unit employees shall become members of the Union or pay fair share not later than the thirty-first (31<sup>st</sup>) day following the beginning of their employment or within thirty-one (31) days of the execution of this Agreement as a condition of employment and shall continue in good standing in the Union or pay fair share as a condition of continued employment. Any employee not completing his membership in the Union, remaining in good standing or paying fair share as herein provided shall be subject to dismissal by the Employer upon written demand of the Union.~~

The Employer shall deduct monthly from the pay of each bargaining unit employee from whom it has received a written authorization to do so the amount certified by the Union to be the amount required for payment of monthly membership dues and uniform initiation fees, and remit the sums deducted to the Union within ten (10) days after the deductions are made.

~~All bargaining unit employees who are not members of the Union and who do not become members of the Union within thirty-one (31) days of the effective date of this Agreement or of their date of employment, whichever is the later, and continuing during the term of this Agreement so long thereafter as they are not members of the Union shall pay to the Union each month their fair share of the costs of services rendered by the Union which are chargeable to non-members under applicable law, as certified by the Union to the Employer, and which may not exceed the monthly dues uniformly required by members of the Union. Upon receipt of said certification, the Employer shall deduct monthly and remit to the Union within ten (10) days thereafter the required fair share contribution from the pay of any employee who has not authorized deduction of Union dues.~~

### Section 2 – Indemnification

The Union shall indemnify, defend and hold the Employer blameless against any claim, denial, suit or liability owing from any action taken by the employee in complying with this Agreement.

For the purpose of meeting the monthly deduction the Employer agrees that the monthly deduction shall be split and deducted from an employee's check 24 times, 2 times per month.

Section 3 – Religion Exemption

~~Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to the Union, shall be required to pay an amount equal to their fair share of Union dues, as described in Section 4, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employee will be required to furnish written receipt to the Union on a monthly basis verifying that such payment has been made.~~

Section 4.3 – Posting Notices

The Union agrees to post and provide notices and appeal procedures to employees in accordance with applicable law.

Section 5.4 – Deduction Forms

The Union shall supply the Employer with deduction forms and said forms shall include the date of the execution of the employees signed authorized form.

ARTICLE VII  
WORK STOPPAGE

Section 1 – Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work

during the term of this Agreement, except for a legally established picket line of Teamsters Local Union 627. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement.

### **Section 2 – Union Action**

It is further mutually agreed that the Local Union will, within two (2) weeks of the date of the signing of this Agreement, serve upon the County a written notice, which notice will list the Union's authorized representatives who will deal with the County.

In the event any employee or group of employees covered by this Agreement shall, during the term hereof, participate in any such unauthorized strike or other such activity, the Union agrees that within four (4) hours after the County notifies, in writing, the Union's authorized representatives of such occurrence it will direct such employee, or group of employees, to resume normal work and will take effective means to terminate such unauthorized conduct, including the execution and delivery to the County, by an authorized officer of the Union, a notice to the effect that such occurrence is neither authorized nor approved by the Union. If the foregoing provisions are complied with, the Union will not be deemed to have violated this Article or to be amenable to suit for damages on account thereof.

### **Section 3 – Penalties**

Any or all employees who have been found to have violated any of the provisions of Article VII may be discharged or otherwise disciplined by the Employer, such discipline may include loss of unearned compensation and holiday pay. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

**ARTICLE VIII**  
**PERSONNEL FILES**

**Section 1 – Inspection**

Upon written request by an employee, the Employer shall permit the employee to reasonable inspect his or her personnel file in as private a manner as possible under the supervision of a manager. If the employee is involved in a grievance such inspection shall be immediate; otherwise, it may be within twenty-four (24) hours of receipt of the employee's written request for inspection provided that the administrative office of the employee's department is open. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain a copy of any information contained in the file upon payment of a fee for the cost of copying in excess of fifty (50) sheets per request. The Employer and the Union agree to abide by the procedure set forth in the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq).

**Section 2 – Union Access**

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article.

**Section 3 – Employee Rights**

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement, which will be included in the file.

**Section 4 – Review**

Employees shall be allowed to review their personnel file during daytime work hours with a department head or their designee present. Employees shall lose no pay for hours for use of this privilege not to exceed one (1) hour on each occasion. Employees may access their personnel files no more than twice per year unless the employee is involved in a grievance action, in which case, upon the written request by

the Union Labor Representative the Employer shall provide a copy of the employees personnel file to the Union.

#### **Section 5 – Number and Location of Files**

Except as otherwise provided, there shall be no more than one (1) personnel file kept on the individual employee which shall be maintained in a place determined by the Employer, except that the payroll portion (wages, holidays, personal days/comp time, etc.) shall be maintained as the official record in the County Clerk's Office. The Sheriff may maintain Internal Investigation (IID) files but nothing in those files may be used in grievance or discipline proceedings unless that portion of an Internal Investigation (IIF) file has previously been made part of the personnel file.

### **ARTICE IX** **DISCIPLINE AND DISCHARGE**

#### **Section 1 – Definition**

The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include but not be limited to the following:

- (a) Oral reprimand;
- (b) Written reprimand;
- (c) Suspension (notice to be given in writing);
- (d) Discharge (notice to be given in writing).

Employees shall not be demoted for disciplinary reasons. Employees will be given copies of all reprimands. Other reasonable conditions of employment may be included as part of the discipline.

Disciplinary action may be imposed promptly upon an employee only for just cause. Discipline shall be imposed promptly after the Employer is aware of the event or action giving rise to the discipline and after a reasonable period of time to investigate the matter. An employee shall be entitled to the presence of a grievance representative at an investigatory interview if he/she requests one and if the employee has reasonable

grounds to believe that the interview may be used to support disciplinary action against the employee.

The parties understand that the requirement to use progressive discipline does not prohibit the Employer, where it can show just cause, to summarily suspend or discharge an employee for any of the types of major offenses listed in the Personnel Policy under 5.1 for paragraphs 1-9, 11, 12, 17, 18 & 20. Those Sections provide as follows:

1. **Insubordination** – Failure, or unreasonable delay, in carrying out specific instructions given by any Supervisor; blatant disregard of supervisory instructions; failure to cooperate with supervisory directives.
2. **Physical Harm/Assault** – Assault on or inflicting bodily harm on another employee, Supervisor, or member of the public.
  - i. Assault is defined as an indirect or direct threatening or aggressive act or language toward another employee, Supervisor, or member of the general public.
3. **Theft or Pilfering** – Possessing, taking, destroying, or tampering with County property without proper authorization.
4. **Abuse of County Property** – Willful or malicious destruction, negligence, or abuse of County property, equipment, or facilities; damage to property by failing to use proper equipment, care, and/or good judgment.
5. **Drug/Alcohol Use and/or possession** – Using alcohol or a controlled substance, or having alcohol and/or a controlled substance in his/her possession while on County property and/or on County work time; possession, use, or sale of alcohol or a controlled substance on County property and/or County time.
6. **Incarceration** – Failure to notify a Supervisor of an employee's incarceration for an offense, charge, or alleged crime.
7. **Conflicts of Interest** – Beginning or maintaining an outside personal or business economic relationship which affords present or future financial benefits to the employee by securing advantage of goods, services, or influence due to position of the employee with the County.

**8. Safety Violations** – Unauthorized possession and/or use of weapons, ammunition, or explosives; neglect for the safety of others or the commission of unsafe acts in the use and care of County property or equipment.

**9. Illegal Driving** – Issued driver's licenses has expired, or has been denied, restricted, revoked or suspended during employment; Failure to notify Supervisor if license becomes denied, expired, restricted, suspended, or revoked, where valid driver's license is required in employee's job description during employment; Driving a County vehicle while on County business when not possessing a valid driver's license; Permitting unauthorized individuals to ride in or drive a County vehicle.

**11. Gifts and Gratuities** – Employee acceptance of loans, advances, gifts, and gratuities with monetary value over \$75.

**12. Dangerous Horseplay** – Pranks resulting in physical harm or property damage.

**17. Misuse of County Time** – Sleeping or other acts of inattention or neglect of duty.

**18. Personal Use of County Property** – Personal use of County equipment, materials, tools, supplies, without written permission of the using Department Supervisor.

**20. False Statements** – Making intentionally false statements, either verbally or in writing, about the County, other employees, themselves, supervision, or work situations.

### **Section 2 – Just Cause**

Disciplinary action may be imposed upon an employee only for just cause. Where an employee is serving a probationary period the parties agree said employee cannot use the grievance procedure to grieve a discharge, except where the employee is alleging that the discharge is due to his/her Union activities, or other "protected rights", but the probationary employee may grieve an oral reprimand, written reprimand or suspension.

### **Section 3 – Manner of Discipline**

If the Employer has reasons to discipline an employee, it shall normally be done in a manner that will not embarrass the employee before other employees or the public.



#### **Section 4 – Notification and Measure of Disciplinary Action**

In the event disciplinary action is taken against an employee, other than the issuance of an oral reprimand, the employer shall promptly furnish the employee in writing with a clear and concise statement of the reasons. The employee shall be given notice before the discipline is to take place to allow the employee time to speak with a union representative. Unless the employee declines in writing to inform the Union of such disciplinary action, the Employer shall also furnish the Union with the same information provided to the employee. The Employer will provide to the Union a copy of any written declination by the employee. The measure of discipline and the statement of reasons may be modified especially in cases involving suspension pending discharge, after the investigation of the total facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances. Once the measure of discipline is determined and imposed, the Employer shall not increase it for the particular act of misconduct which arose from the same facts and circumstances.

#### **Section 5 – Removal of Discipline**

Any written reprimand shall be removed from an employee's record if, from the date of the reprimand, ~~twelve (12) -twenty-four (24)~~ months pass without the employee receiving ~~any form of disciplinary action against him/her. an additional reprimand or discipline for such offense.~~ If the employee receives any form of disciplinary action within the twelve (12) month period following the date of a written reprimand, then the reprimand shall not be removed until twenty-four (24) months pass without the employee receiving an additional reprimand or discipline for such offense.

#### **Section 6 – Disciplinary Meeting**

If the Employer and Union meet for purposes of a disciplinary meeting stemming from discipline to be provided to an employee, the Union member subject to discipline may be accompanied by one (1) Union Steward, in addition to a Union attorney or a Union Representative at said meeting. No Union member shall be present on behalf of

the Employer for these purposes unless the Union member subject to discipline requests that he or she be allowed to confront any potential witnesses or accuser of the alleged incident.

**ARTICLE X**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 1 – Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or working conditions established under this Agreement. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

**Section 2 – Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her Department Head. All disputes pursuant to this Section shall be made in writing no later than ten (10) working days from the incident giving rise to the dispute.

The employee shall make his or her complaint to his or her Department Head, which may, in some cases, be an Elected Official. The employee shall be notified of the decision within ten (10) working days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall perform his/her assigned work task and complain later, unless the employee reasonably believes that the assignment endangers his or her safety.

**Section 3 – Representation**

Grievances shall be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the

employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

#### **Section 4- Subject Matter**

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature of the grieving employee(s) and the date.

#### **Section 5 – Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances.

The Employer's failure to respond within the time limits shall not find in favor of the grievant and shall automatically advance the grievance to the next Step except arbitration. Time limits may be extended by mutual agreement.

#### **Section 6 – Investigating or Processing Grievances**

The grievant(s) and one Union Steward will be permitted reasonable time without loss of pay during their working hours to investigate and process grievances. A grievant who is called back by the Employer on a different shift or on his/her day off as a result of the Employer scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation but shall not be compensated by the Employer for testifying outside of working hours. No employee or Union Steward shall leave his/her work to investigate, file or process grievances without

first notifying and making mutual arrangement with his/her Department Head, Supervisor, or designee, as well as the Department Head, supervisor or designee of any unit to be visited, and such arrangements shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance. In the event of a grievance the employee's assigned work task shall be performed first and the grievance filed later, unless the employee reasonably believes the assignment endangers his safety.

#### **Section 7 – Meeting Space and Telephone Use**

Upon request, the employee and Union Steward shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance of toll calls at the expense of the Employer.

#### **Section 8 – Steps in Procedure**

Disputes arising under this Agreement shall be resolved as follows:

Step 1: If no agreement is reached between the employee and the Department Head, as provided for in Section 2 – Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to and presented to the elected official or Department Head, as the case may be, no later than ten (10) working days from the date the employee knew or should have known of the incident giving rise to the grievance. Within five (5) working days after the grievance has been submitted in this Step 1, the elected official of Department Head, as the case may be, shall meet with the grievant and the Union steward to discuss the grievance and make a good faith attempt to resolve the grievance. The elected official or Department Head, as the case may be, shall respond in writing to the grievant and the Union steward within ten (10) working days following the meeting. If resolution of the grievance requires the expenditure of money beyond available budget funds, the grievance shall be referred to Step 2.

Step 2: In the case of grievances arising in an office headed by an elected official, if the grievance is not settled at Step 1, the grievance may be referred in writing within five (5) working days after the decision in Step 1, to a grievance committee composed of one (1) County

Board member appointed by the Chairman of the County Board, the elected official involved, and a third person selected by mutual agreement of the elected official and the Chairman of the County Board.

For all grievances, if the grievance is not settled at Step 1 the grievance may be referred in writing to the County Board Collective Bargaining Committee within five (5) working days after the decision in Step 1. Within ten (10) working days after the grievance has been filed with the Committee, the Committee shall meet with the Union and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Committee shall respond in writing to the Union and the grievant within five (5) working days following the meeting.

Step 3: If the dispute is not settled at Step 2, the matter may be submitted to arbitration within ten (10) working days after the Committee's written decision of the expiration of the five (5) day period of the Committee fails to render a written decision. Within ten (10) working days after the matter has been submitted to arbitration a representative of the Employer and the Union shall meet select an arbitrator from a list of mutually agree-to arbitrators. If the parties are unable to agree on an arbitrator within ten (10) working days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the Employer representative and the Union. The employer and the Union shall take turns as to the first strike. The person whose name remains on the list shall be the arbitrator, provided that either party before striking any names shall have the right to reject one (1) of the arbitrators on the list. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the city of Pekin, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness.

The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot by reasonable made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall review and consider an employee's entire personnel file when reviewing the merits of a suspension, demotion or discharge case.

The expenses and fees of the arbitrator and the cost of the hearing room and other related costs determined by the arbitrator shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore add to or subtract from the provisions of the Agreement. If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, that party shall pay for the cost of its copy.

#### **Section 9 – Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be, by mutual agreement, filed at the appropriate advanced step where the action giving rise to the grievance was initiated.

Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

#### **Section 10 – Pertinent Witnesses and Information**

The Union or Employer may request a production of specific documents, books, papers or witnesses reasonably available from the Employer or Union and substantially pertinent to the grievance under consideration. Such requests shall not be unreasonably denied.

If the request is unreasonably denied, the Union or Employer may seek lawful recourse to support their demand for compliance with their request.

**ARTICLE XI**  
**SENIORITY/LAYOFF/RECALL**

**Section 1 – Probation**

All employees shall serve a probationary period of ~~twelve-eight (128)~~ months from the date of hire in the bargaining unit. ~~However, effective upon written notice to the employee and the Union, at any time during an employee's probationary period, the Employer may, in its sole discretion, extend the employee's probationary period for up to four (4) months to a maximum probationary period of twelve (12) months.~~ During the probationary period, ~~including any extension of said probationary period,~~ the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire. Employees transferring from one department to another shall serve a probationary period of three (3) months from the date of hire in the new department.

**Section 2 – Definition of Seniority**

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire, or for part-time employees, their length of part-time service from their last date of hire. Departmental seniority is defined as the length of continuous full-time service in a specific department, or for part-time employees, their length of part-time service from their last date of hire. Departmental seniority will only be used for the purpose of vacation scheduling and assignment of overtime.

**Section 3 – Loss of Seniority**

Seniority and the employment relationship shall be terminated if an employee:

- (1) quits;

- (2) is discharged for just cause, unless reversed by the grievance procedure;
- (3) is absent from work three (3) consecutive days without notification to and approval by the Employer, other than because of proven sickness, or is unable to notify the Employer because of physical incapacity or other reasonable excuse;
- (4) is laid off for more than two (2) years or fails to report to work within five (5) working days after having been recalled from layoff;
- (5) fails to report for work at the termination of a leave of absence unless such failure is due to illness, injury or other unavoidable cause;
- (6) if an employee on a leave of absence for personal or health reasons accepts other employment without permission;
- (7) if he or she retires from County employment;

#### **Section 4 – Seniority List**

The Employer, upon written request of the Union, shall supply to the Union an updated seniority list for bargaining unit employees shall supply quarterly to the Union an updated seniority date for bargaining unit employees.

#### **Section 5 – Layoffs**

When the Employer determines that layoffs are necessary, employees shall be given fourteen (14) days written notice of such layoff and be laid off in the inverse order of seniority in their particular Department of Office and job classification.

#### **Section 6 – Order of Layoffs**

In applying the above procedures, the order of layoff shall be by classification in each department and shall proceed as follows: probationary part-time employees shall be laid off first, then non-probationary part-time employees, then probationary full-time employees, then non-probationary full-time employees, provided however, that seniority shall not prevail if the layoff causes the persons remaining unable to do the essential functions of the classification position for which the layoff occurred. In that case, a less senior employee may be retained over a more senior employee if the more senior employee cannot do the classification position job duties at the time of layoff.



### **Section 7 – Recalls**

Employees shall retain recall rights for two (2) years in the same department/Office. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously shall first be recalled by seniority. If no one with recall rights to that job classification accepts the recall, then all others on layoff with recall rights, conditioned upon ability to perform the work available, shall then be recalled by seniority.

Employees who are eligible for recall shall be given ten (10) working days notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within five (5) working days after receipt of the notice whether the employee will accept recall.

## **ARTICLE XII** **FILLING OF VACANCIES**

### **Section 1 – Definition of Permanent Vacancy**

For the purpose of this Article a permanent vacancy is created:

- (a) When the Employer determines to increase the work force;
- (b) When any of the following personnel transactions take place and the Employer determines to replace the previous incumbent; voluntary quits, transfer, discharge retirement or death;
- (c) Vacancies filled by bargaining unit employees as a result of voluntary reduction in lieu of layoff, shall be considered permanent vacancies for the purpose of this Article.

### **Section 2 – Creating of a Permanent Vacancy**

A permanent vacancy in full-time or part-time positions shall be created by action of the Office Holder in the case of elected officials and by action of the County Board in other cases acting upon the request of the Department Head as recommended by the Human Resources Committee of the County Board.

In the case of vacancies declared by an Office Holder, the Office Holder will notify the County Board of such vacancy, the pay step and salary assigned to the vacancy and the filling thereof. The vacancy may only be filled subject to available funds.

Improper assignment of the position to a particular classification shall be subject to resolution through the Labor-Management Committee or the grievance procedure.

### **Section 3 – Posting**

- (a) Permanent vacancies of the Employers shall be posted for bid on Union bulletin boards for a period of ten (10) working days. Any bargaining unit employee may bid on a position.
- (b) The bid notice shall state the position classification, the shift, and permanent vacancies shall be filled by the application of the provisions of this Article and Article XI.

### **Section 4 – Order of Selection**

Selection for filling of a permanent vacancy shall be from those applicants deemed qualified to perform the duties of the vacant position. If more than one applicant is considered qualified on a relatively equal basis, the following factors shall be considered qualified on a relatively equal basis, the following factors shall be considered in making the selection:

- (a) Employment in the Office or Department in which the vacancy exists;
- (b) Employment in another Office of Department of the County;
- (c) The seniority of any person in (a) or (b).

## **ARTICLE XIII**

### **HOURS OF WORK/BREAKS/OVERTIME**

#### **Section 1 – Week Defined**

The workweek consists of seven (7) consecutive days commencing at 12:01 A.M. on Sunday and ending at 12:00 Midnight on Saturday. A normal workweek for Unit B is five (5) consecutive days.

### **Section 2 – Pay Period**

The biweekly straight time pay shall be determined by multiplying 75 hours for those employees working a seven and on-half (7 ½ ) hour day and 80 hours for those employees working an eight (8) hour day times the hourly rate. The new rates become effective on December 1<sup>st</sup> each year. A pay period is fourteen (14) days beginning 12:01 A.M. on Sunday.

### **Section 3 – Hours of Work**

The normal workday shall consist of 7.5 or 8 consecutive hours and the normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off. For employees other than in the Office of the Sheriff and Building Maintenance the starting time shall be no earlier than 7:00 A.M. and the quitting time no later than 5:00 P.M. Employees may flex their schedules on a daily basis with the permission of their supervisor so long as they complete their regular hours of work for each day. No employee will have his or her current schedule changed. Changes are subject to negotiation with the Union.

For employees in the Office of the Sheriff the normal workday shall consist of eight (8) consecutive hours and the normal workweek shall consist of five (5) consecutive days followed by two (2) consecutive days off. When permanent changes in shift of days off assignments are made, employees shall be entitled to exercise seniority to select their preferred shift/days off. During the months of December and June each year employees shall have an opportunity to exercise seniority for shift/days off assignments.

True time worked is defined as all time considered work time under the Fair Labor Standards Act. Daily attendance sheets shall be maintained in each office or Department accurately recording time worked by all employees.

#### **Section 4 – Break Periods**

A break or rest period of fifteen (15) minutes each ~~may~~will be taken during the morning and during the afternoon of each shift, ~~however, in the sole discretion of the Department Head based upon the current staffing and/or operating needs of the department on any particular day, the Department Head may deny an employee a fifteen (15) minute break or rest period and require the employee to continue working within the department.~~ ~~but i~~n single employee offices, the work station may not be left without permission of the Department Head out of concern for the operating needs of the Office of Department. The Department Head shall relieve the employee when the Department Head is present and available in the Office.

#### **Section 5 – Lunch Periods**

Except in the Office of the Sheriff lunchtime shall be a minimum of one-half (1/2) hour and a maximum of one (1) hour unpaid to be taken as scheduled by the Department Head or Employer, consistent with past practice. Employees in the Office of the Sheriff who are scheduled on a 24/7 shift schedule shall have a one-half (1/2) hour paid lunch approximately mid-point through their shift.

#### **Section 6 – Overtime Defined**

Overtime is defined as all work in excess of forty (40) hours per week and eight (8) hours per day for the employees in this bargaining unit.

#### **Section 7 – Overtime Procedure**

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed and within a work unit as mutually agreed to between the parties. It shall be distributed on a rotating basis among such employees having the least number of overtime hours being given first opportunity. If all employees in an equalizing group are offered overtime and refuse, the prior to forcing an employee to work such assignment, the Employer may assign such overtime to an employee, or employees not in the equalizing

group who volunteered for such assignment, provided they are qualified and capable of performing the work.

If all employees available to work the overtime hours decline the opportunity, the Employer shall assign the overtime in reverse seniority order to the least senior employee who has not been directed to work the hours until all employees have been required to work, at which time the process shall repeat itself. For the purpose of equalizing the distribution of overtime, an employee who is offered but declines an overtime assignment shall be deemed to have worked the hours assigned.

The Union, upon request, shall have access to the list of the overtime hours worked, the employees offered overtime, the employees directed to work overtime, the employees who worked overtime and the number of hours each employee worked.

During periods of County, local, State or national elections, the County Clerk shall have the authority to assign mandatory overtime by seniority to employees in the Election Division of the County Clerk's Office on an equalized basis and no employee of the Election Division shall be allowed to refuse overtime assigned except in emergency situations. For County Clerk employees outside of the Election Division wanting to work overtime during periods of an election, the Union will provide a list of said employees to the County Clerk four (4) weeks prior to any election, and those employees on the list will be assigned mandatory overtime by rolling seniority parallel with the employees in the Election Division. No employee whose name appears on the list provided by the Union to the County Clerk shall be allowed to refuse overtime assigned except in emergency situations. If the Union does not provide a list to the County Clerk of employees outside of the Election Division wanting to work overtime, or if the list provided by the Union does not provide enough employees to cover the needed overtime hours, then the County Clerk will assign the overtime hours remaining to be filled to part-time employees.

#### **Section 8 – Compensatory Time**

Employees in the bargaining unit who work more than thirty-seven and one-half (37 ½) hours but less than forty (40) hours per week shall earn compensatory time or cash at the rate of one (1) hour for each hour worked at the discretion of the

Department Head or Office Holder. After forty (40) hours comp time or payment in cash shall be at the employee's discretion. Compensatory time off shall be granted by the Employer within the fiscal year the compensatory time was earned upon request by the employee consistent with the operating needs of the Employer. If such compensatory time is not granted or taken during the fiscal year it was earned, it shall be liquidated in cash before the end of the fiscal year in which earned. No employee may accumulate more than (40) hours compensatory time.

### **Section 9 – On-Call**

Employees of the bargaining unit in the Animal Control Office, the Elections Division of the County Clerk's Office, and the Building and Grounds Maintenance Department are subject to being on-call, that is, waiting to be engaged under Fair Labor Standards Act requirements. They are provided radios and cell phones, and shall remain available by such communications when on call but are not required to remain at home. Further, they are to report to work only when they receive notice to do so from the Tazewell/Pekin Consolidated Communications Center.

Employees of the bargaining unit who are called out from their residence to come back to work shall be compensated at the appropriate rate subject to a two (2) hour minimum. If the call out is while an employee is already out, it shall be paid at the appropriate rate for the time worked.

## **ARTICLE XIV**

### **VACATIONS**

#### **Section 1- Vacation Leave**

Employees shall be entitled to the following vacation leave. Vacation is accrued and earned according to the following schedule:

- (a) Ten (10) working days after one year of service. Vacation is accrued at the rate of either 2.885 hours per pay period for employees working a 37 ½ hour week and 3.09 hours per pay period for employees working a 40 hour week. An employee may take one (1) of these two (2) weeks after the completion of six (6) months of service. Employees who resign or are terminated shall receive compensation for all accrued, unpaid vacation.

- (b) Fifteen (15) working days after six (6) years of service. Beginning the first day of the sixth year of service, vacation is accrued at the rate of 4.327 hours per pay period for employees working a 37 ½ hour workweek and 4.620 hours per pay period for employees working a 40 hour workweek.
- (c) Twenty (20) working days after eleven (11) years of service. Beginning the first day of their eleventh year of service, vacation is accrued at the rate of 5.769 hours per pay period for employees working a 37 ½ hour workweek and 6.154 hours per pay period for employees working a 40 hour week.
- (d) Effective December 1, 2014, those employees who are receiving twenty-five (25) working days after nineteen (19) years of service will receive only twenty (20) working days of vacation and in addition, shall receive an hourly amount equal to one weeks pay based on the FY 2015 rate added to their base rate in perpetuity.

#### **Section 2 – Vacation Pay**

All vacation leave will be paid at the regular daily rate. Vacation accruals only apply to regular hours worked and not overtime hours.

#### **Section 3 – Working During Vacation**

No employee will be allowed to continue working for the Employer and receive pay for it during his vacation. The allowable vacation leave must be taken by the employee in the year it is credited subject to the operating needs of the Employer. If the Employer is unable to schedule the employee for vacation, the vacation leave may be accumulated for a period of twelve (12) months to a maximum of ten (10) days. This paragraph shall not prohibit an employee from utilizing any approved leave time to work as an election judge pursuant to the Illinois Election Code (10 ILCS 5/13-2.5). Any employee who wishes to use any leave time shall be required to give the Employer ten (10) days written notices of their intent to utilize leave time.

#### **Section 4 – Vacation Requests**

Vacations may be scheduled (after eligibility requirements are met) with the approval of elected official or Department Head in increments of no less than fifteen (15) minutes. Except for an occasional day or part of a day which is taken as vacation leave,

all employees must submit, in writing, to the elected official or Department Head, as the case may be, a schedule of desired vacation at least two (2) weeks in advance of the start of such vacation. At least one (1) day's notice shall be given for vacation leave of one (1) day or less. The employee shall be given notice of approval within five (5) working days of their request. The elected official or Department Head, as the case may be, shall have the right to alter any schedule if it is deemed to be in the best interest of the Department or office to do so. Only exempt Supervisors and/or Department Heads or Elected Officials shall approve or deny time off requests. If the employer fails to notify the employee within five (5) business days of their decision to grant or deny the vacation request, the employee shall consider the request granted, provided they have followed the department rules and policy regarding requests.

Any employee desiring priority in scheduling of vacation shall submit their desired vacation schedule between December 1<sup>st</sup> and December 31<sup>st</sup> of the year prior to the vacation request. Conflicts in scheduling shall be resolved by seniority. No employee shall have priority in scheduling for more than ten (10) days vacation regardless of seniority.

Notwithstanding the above provisions regarding the scheduling and use of vacation, employees in the Treasurer's Office are required to and must schedule and take at least five (5) consecutive days of vacation leave each year. Employees in the Treasurer's Office may schedule (subject to eligibility requirements) any remaining vacation after the five (5) consecutive days in increments of no less than fifteen (15) minutes with the approval of the Treasurer.

Employees will be allowed to carry over ten (10) total vacation days to the next year. Any hours in excess of the permitted carryover may be cashed in by the employee up to one week.

Employees who terminate their employment with the County will receive the amount of earned and accrued vacation on their final paycheck.

## ARTICLE XV

### HOLIDAYS



**Section 1 – Paid Holidays**

Except in cases of emergency, all employees (full-time and regularly scheduled part-time) shall be entitled to the following paid holidays to be celebrated as set annually by the County Board:

|                   |                        |
|-------------------|------------------------|
| Christmas Eve Day | Independence Day       |
| Christmas Day     | Labor Day              |
| New Year’s Day    | Veteran’s Day          |
| President’s Day   | Thanksgiving Day       |
| Good Friday       | Day After Thanksgiving |
| Memorial Day      |                        |

**Section 2 – Alternate Days**

When any of the above holidays fall on Saturday, the preceding Friday will be the day off and full pay will be paid for that day. When any of the above holidays fall on Sunday, the following Monday will be the day off and full pay will be paid for that day. For the purpose of the Sheriff’s Department Jail Clerks, they will recognize the actual Holiday to receive Holiday Pay.

**Section 3 – Eligibility**

In order to receive holiday pay, an employee must work the day before and the day after the holiday unless such employee is absent from work with the approval of the elected official or Department Head, as the case may be. The employer may require employee to verify absence due to sickness by providing a written statement from a physician verifying the employee has seen the physician and was unable to work.

**Section 4 – Holiday During Vacation**

When a County designated Holiday falls during an employee’s schedule vacation, the employee shall be charged with the Holiday time and retain the vacation time for said Holiday(s).

**Section 5 – Time Worked on a Holiday**

Any employee required to work on any Holiday listed in Section 1 shall be paid at a rate of double time the regular hourly rate for all hours worked in addition to their Holiday pay.

**ARTICLE XVI**  
**SICK LEAVE**

**Section 1 – Purpose**

Sick leave is defined as the absence of an employee due to illness, disability, or injury of the employee; or illness, disability, or injury of an employee's spouse, mother, father, children, domestic partner, or sibling if the sibling resides in the employee's household. Sick days are provided only in order to furnish employees with help to weather the hardships of prolonged illnesses for themselves or an immediate family member as defined above. Sick days may not be transferred from one employee to another. Accrued sick days will be paid starting with the first day of illness.

**Section 2 – Accumulation**

- (a) Bargaining unit employees will accrue sick days at the rate of one (1) day per month. The employer reserves the right to credit accrued sick leave more frequently, either each pay period or in a smaller number of pay periods, but in any case, no less than once each month. Sick leave shall be taken in not less than one-half (1/2) hour increments.
- (b) Effective December 1, 2004 sick leave may be accumulated to a maximum of two hundred forty (240) working days.
- (c) Upon retirement, an employee may apply all accrued unused sick leave toward retirement in accordance with the Illinois Municipal Retirement Fund, 40 ILCS 5/7-101 et seq.

**Section 3 – Return to Work**

If an employee is absent from work because of illness, or a non-industrial accident, for more than three (3) days, upon the employee's return to work such employee must present a certificate signed by a licensed physician in order to qualify for

sick leave benefits when requested to do so by the Elected Official or appointed Department Head.

#### **Section 4 – Sick Leave Abuse Sanctions**

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article.

Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken. Upon reasonable suspicion of abuse the Employer may require a doctor's certification to verify the absence. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

#### **Section 5 – Pregnancy**

For the purpose of this Article, pregnancy of the employee shall be treated as any other illness.

### **ARTICLE XVII** **LEAVES OF ABSENCE**

#### **Section 1 – Personal Leaves**

Personal leave may be used by the employee for the purpose of attending to personal, legal, household or family matters that require absence during working hours. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Elected Official or Department Head, as the case may be, at least two (2) working days in advance of the day to be taken. It is accepted that personal leave may not be used to extend vacations, or other leaves of absence, receive remuneration or to seek employment elsewhere.

Any newly hired employee who fails to complete his/her probationary period will be responsible for reimbursing the Employer for any personal leave time taken which shall be deducted from their "final compensation" as defined by Illinois Statute.

All full-time employees shall be credited with three (3) personal days December 1<sup>st</sup> of each fiscal year, with the exception of new hires who will receive prorated days based on hiring date. New employees hired between December 1<sup>st</sup> and March 31<sup>st</sup> shall receive 3 days; hired between April 1<sup>st</sup> and July 31<sup>st</sup> shall receive 2 days; hired after August 1<sup>st</sup> shall receive 1 day.

### **Section 2 – Leave to Attend a Funeral**

If a death occurs in the immediate family of an employee, three (3) days funeral leave will be allowed said employee at full pay. Such days will not be charged to vacation, sick leave, or personal days. Leaves to attend a funeral or an alternative to a funeral shall be as provided under the Tazewell County Personnel Policy.

For purposes of this Section, "immediate family" is defined as the spouse, son (including step-son), daughter (including step-daughter), brother, sister, mother (including step mother), father (including step father), mother-in-law (including step), father-in-law (including step), daughter-in-law, son-in-law, grandparents (including step) and grandchildren (including step) of the employee.

In the event there is a death to a family member of an employee other than "immediate family" as defined above, the employee may be permitted to use comp-time or vacation days to attend the funeral if, in the judgment of the Department Head doing so will not negatively impact the staffing or operating needs of the employee's department.

If the deceased member of the immediate family as defined above resides out of state, the employee may be allowed to use comp-time or vacation days to take additional time off beyond the three (3) days of funeral leave, subject to the approval of the Department Head based on the staffing or operating needs of the department, which approval may not be unreasonably denied.

The Department Head may request documentation from the employee as to the death and relationship to the employee if abuse of funeral leave is suspected.

### **Section 3 – Prohibition Against Misuse of Leaves**

Any leaves granted pursuant to the terms of this Agreement, regardless of with or without pay, under Article XVI, shall not be used for the purpose of securing other employment. An employee during such leave may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement. Any such discharge may be grieved under the provisions of this Agreement.

#### **Section 4 – Family Medical Leave Act**

The Employer agrees to comply with the terms and conditions of the Family Medical Leave Act as it applies to the employees of this bargaining unit.

### **ARTICLE XVIII** **UNPAID LEAVES OF ABSENCE**

#### **Section 1 – Criteria for Unpaid Leaves**

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by an Elected Official or the County Board Chairman, as the case may be, who must immediately notify the Director of Administrative Services and the Payroll Department. Leaves shall not be unreasonably denied and may be granted with the following understanding between the Employer and the employees:

- (a) Whether the position is held open is a determination to be made by the elected official or County Board Chairman, as the case may be. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- (b) During a leave of absence, other than annual military reserve leave, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

**Section 2 – Health Leave**

A health leave may be granted by the elected official or County Board Chairman, as the case may be, to employees with six (6) months of service or more. The employee must present a written statement from a licensed physician to the elected official or County Board Chairman, as the case may be, stating the need for such a leave. The length of the leave will be determined by the elected official or County Board Chairman, as the case may be, giving consideration to the physician's recommendation. The maximum period of time a health leave will be granted for is one (1) year. Employees returning to work from a health leave must present a written release from their physician.

**Section 3 – Education Leave**

An educational leave may be granted by the Elected Official or County Board Chairman, as the case may be, to employees with one (1) year of service when the education program is of mutual benefit to both the County and the employee. The length of leave will be determined in accordance with the type of program attended.

**Section 4 – Active Call to the Armed Services**

A leave of absence shall be granted by the elected official or County Board Chairman, as the case may be, to employees who have ninety (90) days of service and who are called to active service in the Armed Forces. The employee's service date and resulting benefits will remain intact. The employee will be taken back in a position of like pay and classification if he/she returns within ninety (90) days of discharge.

**Section 5 – Personal Reasons**

A leave of absence may be granted by the Elected Official or County Board Chairman, as the case may be, to employees who have six (6) months of service for personal reasons, serious in nature (i.e. illness in family, marital problem, etc.). The length of the leave will not exceed six (6) months but may be extended an additional six (6) months in discretion of the Employer for just cause.

### Section 6 – Worker’s Compensation

A leave of absence conforming to applicable state regulations shall be granted by the Elected Official or County Board Chairman, as the case may be, to employees who have been injured while performing their work assignment for the County subject to the provisions of Article XI, Section 3. Employees shall continue to accrue seniority and the County will pay the premium for the employee only for employee health, life and dental insurance while on such leave.

## ARTICLE XIX

### WAGES

#### Section 1- Wage Increases

Effective December 1, ~~2017~~2021, employees shall receive a ~~25.0~~% general wage increase to their hourly rate.

~~Effective December 1, 2022, employees shall receive a 3.5% general wage increase to their hourly rate. If the employee’s hourly rate following the 3.5% general wage increase is less than the minimum hourly rate for the employee’s Grade as set forth on the 2022 Korn Ferry Adjusted Salary Scale (attached as Appendix A-1 to this Agreement), then the employee’s hourly rate will be further increased to the “Minimum Rate” determined after applying the 2022 Korn Ferry Longevity Table (Attached as Appendix A-2 to this Agreement) based on the employee’s years of service and Grade, provided however that the maximum salary increase received by any employee for 2022 shall be capped at and shall not exceed Five Thousand Dollars (\$5,000.00). Finally, any employee whose hourly rate, after the 3.5% general wage increase and the application of the 2022 Korn Ferry Longevity Table, is less than the minimum hourly rate for the employee’s Grade as set forth on the 2022 Korn Ferry Adjusted Salary Scale (Appendix A-1), the employees hourly rate shall be further increased to the minimum~~

hourly rate reflected on the 2022 Korn Ferry Adjusted Salary Scale (Appendix A-1) for the employee's Grade.

Effective December 1, 2023, employees shall receive a 2.0% general wage increase to their hourly rate, and shall further be eligible for an additional 1.5% satisfactory employee wage increase set forth in Section 2 of this Article XIX below. After the 2.0% general wage increase and the 1.5% satisfactory employee wage increase, if any, if an employee's hourly rate is below the minimum hourly rate for the employee's Grade as set forth on the 2023 Korn Ferry Adjusted Salary Scale (attached to this Agreement as Appendix A-3), then the employee's hourly rate shall be further increased to the minimum hourly rate reflected on the 2023 Korn Ferry Adjusted Salary Scale (attached to this Agreement as Appendix A-3) for the employee's Grade.

It is agreed that all employees on the payroll as of the date of ratification by bargaining unit, who were also on the payroll on December 1, 2021, shall be eligible for and receive a retroactivity pay check for all hours paid since December 1, ~~2017~~2021.

#### **Section 2 – Satisfactory Employee Increases**

Effective December 1, ~~2017~~2023, employees who are deemed satisfactory shall receive a ~~1.5~~1.5% satisfactory employee increase to their hourly rate.

It is the authority of an employee's department head to determine whether or not the employee shall be deemed satisfactory as defined under this provision. An employee shall be deemed satisfactory, for the purposes of this provision, so long as they are not deemed unsatisfactory. An employee may be considered unsatisfactory if they have received a written reprimand or greater discipline with six (6) months.

#### **Section 3 – New Hire Wage Rates**

When hiring new employees, the Employer shall be allowed at their discretion to place the employee according to their experience up to that Step designated as the "midpoint" in the employee's assigned grade.

#### **Section 4 – Changes in Classification**



When promoting an employee to a newer vacant position, the employee shall be assigned to the beginning of the Grade or receive a 6% increase in their hourly rate, whichever is greater. When an employee is transferred to a position in a lower Grade voluntarily, the employee will receive a 7% decrease in their hourly wage. When an employee is transferred to a position in a lower Grade involuntarily, the employee will receive a 5% decrease in their hourly wage.

#### **Section 5 – Appeals**

If an employee's duties change in their position and a request is made to review their grade then an employee may appeal the decision ~~of the Position Evaluation Committee to the Employer~~. Appeals cannot be made from reclassifications of a job made unilaterally by the Employer. If an employee chooses to appeal a reclassification it must be done within ten (10) days of being notified of the change. Within ten (10) days thereafter the ~~Position Evaluation Committee~~Employer will respond to the employee. If the employee is unhappy with the response of the ~~Evaluation Committee~~Employer then within ten (10) days after receiving the ~~Evaluation Committee's~~Employer's decision the employee may appeal to ~~the consultant~~an arbitrator, who shall review the ~~Committee's~~Employer's decision to determine whether it was against the manifest weight of the evidence. The ~~consultant's~~arbitrator's decision will be final and binding. The costs of the ~~consultant~~arbitrator in this appeal shall be shared equally by the parties.

#### **ARTICLE XX**

##### **MILEAGE ALLOWANCE**

If an employee is required to use his/her personal vehicle for work, he/she will receive a mileage allowance allowable by the Internal Revenue Service.

#### **ARTICLE XXI**

##### **OTHER PAY PROVISIONS**

#### **Section 1 – Standby Pay (Night Premium Pay) ~~Animal Control Only~~**

(a) Bargaining unit employees in the Animal Control Office, the Elections Division of the County Clerk's Office, and in the Building and Grounds Maintenance Department shall be paid standby pay of ~~\$20.00~~30.00 per day for hours spent on call and standby plus all hours actually worked at the appropriate rate.

Current hours now being worked on call and standby are 4:00 P.M. to 8:00 A.M. Monday through Friday.

Formatted: Justified, Indent: Left: 0", First line: 0"

(b) Bargaining unit employees in the Animal Control Office, the Elections Division of the County Clerk's Office, and in the Building and Grounds Maintenance Department shall be paid on call and standby pay of ~~\$40.00~~50.00 per day for hours spent on call and standby for Saturday, Sunday and holidays plus all hours actually worked at the appropriate rate, as listed in Article XV.

(1) The Kennel Cleaner shall receive \$45.00 per day for work done on Saturday, Sunday and holidays, as listed in Article XV.

#### **Section 2 – Part-Time Employees**

~~(a)~~—Part-time employees who (a) perform all of the same work as full-time employees and (b) work year around part-time, shall be paid one hundred 100% percent of the full-time pay scale based upon years of service.

~~(b)~~—~~On December 1, 2017, part-time employees pay shall increase 2%.~~

#### **Section 3 – Shift Differential**

Employees, other than Jail Clerks, assigned to work second shift shall receive an additional thirty-three cents (\$.33) per hour added to their adjusted base pay. Employees assigned to work third shift will receive thirty-eight cents (\$.38) per hour added to their adjusted base pay.

#### **Section 4 – Educational Incentive**

During the term of this Agreement, any bargaining unit member who receives an Associate's Degree or a Bachelor's Degree, in any area of study of mutual benefit to the employee and the employer, from an accredited college or university shall be entitled to a one-time bonus of \$250.00 or \$500.00, respectively. No educational incentive bonus

will be paid to an employee unless and until after the employee successfully completes any applicable probationary period referenced in Article XI of this Agreement.

## ARTICLE XXII

### LABOR-MANAGEMENT/SAFETY & HEALTH COMMITTEE

#### Section 1 – Labor Management Conferences

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. A written agenda must be provided no less than within five (5) working days of this scheduled date. It shall contain all matters that the submitting parties wish to discuss and shall specify the contract Article, Section and page number that is in consideration, if applicable. It shall further provide sufficient detail so as to enable the party receiving it to prepare for a meaningful examination of the subject. The parties anticipate that such meetings shall be about one (1) hour long, shall be held during the workday, and shall be attended by no more than three (3) members of the bargaining unit providing such conditions are met, no employee shall lose pay for attending the meeting nor shall any employee's benefit account be debited for the hour.

#### Section 2 – Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management conferences, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances and such grievance discussion shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### Section 3 – Safety Issues

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor/management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

#### **Section 4 – Disabling Equipment Defects**

The Employer recognizes its obligation to provide safe equipment and vehicles to the employees. No employee shall be required to use any equipment that the Employer and the Union mutually agree is defective because of a disabling condition. When an assigned department vehicle has a disabling defect as mutually agreed between the Union and the Employer or is in violation of the law, the employee may notify his supervisor, complete required reports and follow the supervisor's direction relative to requesting repair, replacement or the continued operation of said vehicle.

#### **Section 5 – Union Rep Attendance**

When absence from work is required to attend labor/management conferences, Union members shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. Supervisors shall approve the absence except in emergency situations. Union members attending such conferences shall be limited to three (3). Travel expenses associated with any labor-management conferences shall be the responsibility of the employee.

### **ARTICLE XXIII**

#### **INSURANCE**

##### **Section 1 – County Contributions**

All full-time bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, then the current co-pay amount paid by the employee shall continue until such time as the premium costs reached \$350.00 for the employee. Should the employee elect dependent coverage, then they will pay the additional current co-pay on insurance premiums until such time as the premium for dependent coverage reaches \$275.00.

Any premium increased that exceed \$350.00 for the employee and an additional \$275.00 for the dependent will be shared on a 50/50 basis by the employee and the Employer. Employees will continue to pay 100% of the dependent dental coverage. Employee co-pay shall be through payroll deduction.

#### **Section 2 – Life Insurance**

The County will pay 100% of the monthly premium for employee's life insurance.

#### **Section 3 – Enrollment and Eligibility**

Open enrollment for the first year of this Agreement will be permitted thirty (30) days following the date this Agreement is signed at which time all employees will be eligible provided they give evidence of insurability. Only preexisting conditions may be excluded from coverage at the time of enrollment.

#### **Section 4 – Insurance Committee**

A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established county-wide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage that will reduce or minimize increases in health care premiums. One (1) representative from Unit A, Unit B, Corrections Unit, Control Room Operators Unit and Deputy's Unit, along with four (4) management and two (2) non-union representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this Section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

#### **Section 5 – Retirement Program (IMRF)**

The County will provide each bargaining unit employee as required by Statute a retirement program through the Illinois Municipal Retirement Fund for employees who work a minimum of one-thousand (1,000) hours per year. The cost of this plan is shared by the employee and the County.

### **ARTICLE XXIV**

#### **MISCELLANEOUS PROVISIONS**

##### **Section 1 – Personnel Policies**

To the extent that the Tazewell County Employees Personnel Policies Handbook or the work rules of the Sheriff's Office do not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

##### **Section 2 – Uniform Allowance**

The employees working over 24 hours per week within the bargaining unit for Animal Control, Maintenance, and Jail Clerk shall receive a taxable annual uniform allowance in the amount of ~~\$425.00.~~ ~~Employees \$325.00~~ Employees working in the above departments working less than 24 hours per week shall receive a taxable annual uniform allowance in the amount of ~~\$460.00~~ \$260.00. This uniform allowance will be paid after the beginning of each fiscal year.

In addition, the employees of the Animal Control and Maintenance departments shall be provided coveralls and a winter jacket. The employee shall be responsible for

their cleaning and/or replacement. Rubber overshoe boots will be made available on site.

The cost of the safety boots supplied by the Employer to employees in the Maintenance department will be treated as part of the Uniform Allowance and thereby taxable to said employees. Maintenance employees will be allowed to take and keep their safety boots upon leaving employment with Tazewell County.

#### **Section 3A – Telephone**

Employees designated by the Employer may be required to make available to the Employer a telephone number of a person where they can be contacted in case of emergencies, working overtime or other job related reasons.

#### **Section 3B – Dress**

Employees shall report to work in a neat and orderly fashion. Uniforms shall not be required to be worn by employees during the term of this Agreement except by mutual agreement. The provision shall not apply to jail officers, wardens, bailiffs and maintenance personnel.

#### **Section 3C – Driver's License**

Employees shall obtain and maintain a driver's license appropriate for their related employment use.

#### **Section 4 – Printing of Agreement**

The Employer shall be responsible for the copying of necessary copies of this Agreement and shall provide the Union twenty (20) days opportunity to review the galley proof of the Agreement prior to copying. The cost of copying this Agreement shall be borne by the Employer. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide a copy to each new bargaining unit employee, regardless of Union membership or status, upon employment.

### **Section 5 – Parking**

~~Employer shall assign Employees to park in designated lots based upon the department/building where the employee works, with open parking within said lots. Once assigned, Employees must park in the lots to which they are assigned. on payroll July 1, 2010 will be assigned a parking space according to current practice. New hires will be assigned a parking space as one becomes available. Employees who have an assigned space and repeatedly do not use it, instead parking on the street, may have their assigned space removed. The employee shall be provided written notice of the removal of the parking space.~~

### **Section 6 – Unauthorized Activity**

It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work if there shall be a work stoppage, and just as soon as practical, address a letter to the company notifying the company that the action of the Union members or agents is unauthorized.

### **Section 7 – Jail Clerks PTO retention and Shift Differential**

~~Jail Clerk employees shall retain all earned/accrued paid time-off (PTO) on a prorated basis when moving from a part-time employee to a full-time employee. Further, Jail Clerks assigned to work second shift shall receive an additional thirty-five cents (\$.35) per hour added to their adjusted base pay, and Jail Clerks assigned to work third shift shall receive an additional forty-cents (\$.40) per hour added to their adjusted base pay.~~

## **ARTICLE XXV** **JOB DESCRIPTIONS**

Job descriptions and any changes in job descriptions of bargaining unit employees shall be provided to the Union at the union's request. A master list of all



current job descriptions shall be maintained in the County Administrator's Office. The employer will provide to the Union a current list of the Hay Study Committee members.

**ARTICLE XXVI**  
**PAST PRACTICE**

The Employer agrees that during the period of this Agreement, it shall not unilaterally change any past practices enjoyed by members of the bargaining unit.

When past practice conflicts with the express terms of this contract, the contract shall prevail.

**ARTICLE XXVII**  
**RECORDS AND FORMS**

**Section 1 – Attendance Records**

The Employer shall maintain accurate, daily attendance records. An employee shall have the right to review his/her time and pay records on file with the Employer upon reasonable request.

**Section 2 – Notification of Absence**

An employee shall provide advance notice of absence from work unless prevented from doing so by emergency situations. Absence of an employee for three (3) consecutive work days without reporting to the Employer or the person designated by the Employer to receive such notification may be cause for discharge. The above provision shall not apply so long as the employee then notifies as soon as it is physically possible.

**Section 3 – Records**

All public records of the Employer shall be available for inspection upon written request by the Union, subject to Freedom of Information Act.

**Section 4 – Undated Forms**

No supervisor or other person in a position of authority shall demand or request an employee to sign an undated resignation or any blank form. No employee shall be required to sign such a form. Any such demand shall entitle the employee to immediately appeal to the County through the grievance procedure.

#### **Section 5 – Incomplete Forms**

All information placed on a form or any modification or alteration of existing information made on a form subsequent to it having been signed by an employee shall be null and void insofar as it may affect the employee, the employee's position or condition of employment. Any employee required to sign any form prepared pursuant to this Agreement shall be given a copy of it at the time the employee's signature is affixed.

### **ARTICE XXVIII**

#### **ENTIRE AGREEMENT/SAVINGS CLAUSE**

##### **Section 1 – Entire Agreement/Waiver**

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either part unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- (1) Any subject matter or matter specifically referred to or covered in this Agreement; and
- (2) Subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

## Section 2 – Savings Clause

If any Article of Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by a tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article of Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

## ARTICLE XXIX

### TERM OF THE AGREEMENT

This Agreement shall be effective as of the 1<sup>st</sup> day of December ~~2017~~2021, and shall remain in full force and effect until the 30<sup>th</sup> day of November ~~2020~~2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ~~ninety-one-hundred and eighty-days (90180)~~ days prior to the ~~anniversary date~~expiration date that it desires to modify or terminate this Agreement. In the event that such notice is given, the parties agree to commence negotiations shall ~~begin not later than June 15, 2024, later than sixty (60) days prior to the anniversary date;~~ Notwithstanding any provision of this Agreement to the contrary, this Agreement shall remain in full force and be effective after the expiration date while during the period of negotiations are continuing and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph:

In the event that either part desires to terminate this Agreement, written notice must be given to the other party not less than thirty (30) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

~~Limited Wage Reopener: The parties agree to reopen only the wages provisions found at Article XIX, Sections 1 and 2, and Article XXI, Section 2, sixty (60) days prior to the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years of this Agreement on November 30, 2018 and November 30, 2019 respectively. Both parties shall have full economic recourse for said wage reopeners in the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) years of this Collective Bargaining Agreement.~~

IN WITNESS WHEREOF, the parties hereto have set their hand this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in Pekin, Illinois, executing eight duplicate original copies.

**FOR THE UNION:**

BY:

\_\_\_\_\_

Bargaining Unit Representative

\_\_\_\_\_

Bargaining Unit Representative

**COUNTY OF TAZEVELL**

BY: \_\_\_\_\_  
County Board Chairman

ATTEST: \_\_\_\_\_  
County Clerk

\_\_\_\_\_  
Auditor

\_\_\_\_\_  
Coroner

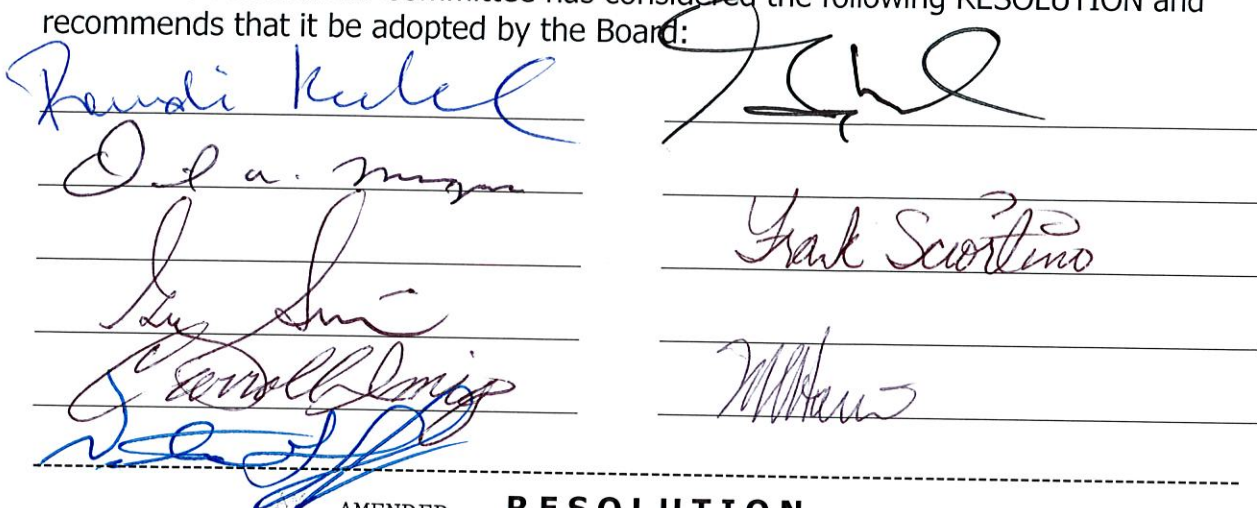
\_\_\_\_\_  
Sheriff

\_\_\_\_\_  
Treasurer

**COMMITTEE REPORT**

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:


  
 A series of handwritten signatures in blue and black ink are arranged in two columns. Each signature is written over a horizontal line. The signatures are:
 

- Row 1: Blue signature on the left, black signature on the right.
- Row 2: Black signature on the left, black signature on the right.
- Row 3: Black signature on the left, black signature on the right.
- Row 4: Black signature on the left, black signature on the right.
- Row 5: Black signature on the left, black signature on the right.

AMENDED **RESOLUTION**

WHEREAS, the County contracted with Korn Ferry to review the competitiveness of the existing pay rates relative to the current market data and current/future minimum wage increases; and

WHEREAS, Korn Ferry provided recommendations to the County; and

WHEREAS, the County's Human Resources Committee recommends to County Board to approve the attached pay matrixes for non-union employees other than Elected Officials; and

WHEREAS, two pay matrixes have been updated to establish a non-union exempt employee schedule (salary) and a non-union non-exempt schedule (hourly) for fiscal year 2023; and

WHEREAS, the FY23 cost of living/salary increases for full-time employees is set at the higher of 3.5% or the amount determined by the longevity adjustment calculation; and

WHEREAS, the longevity adjustment calculation is to be calculated by determining the raise necessary to increase the salary to the percentage determined on the below scale based on the calculated years of service; and

| <u>From</u> | <u>To</u> | <u>Midpoint %</u> | <u>From</u> | <u>To</u> | <u>Midpoint %</u> |
|-------------|-----------|-------------------|-------------|-----------|-------------------|
| 0           | 0         | 80.00%            | 9           | 9         | 93.50%            |
| 1           | 1         | 81.50%            | 10          | 10        | 95.00%            |
| 2           | 2         | 83.00%            | 11          | 11        | 96.50%            |
| 3           | 3         | 84.50%            | 12          | 12        | 98.00%            |
| 4           | 4         | 86.00%            | 13          | 13        | 99.50%            |
| 5           | 5         | 87.50%            | 14          | 14        | 101.00%           |
| 6           | 6         | 89.00%            | 15          | 20        | 103.00%           |
| 7           | 7         | 90.50%            | 21          | 25        | 104.50%           |
| 8           | 8         | 92.00%            |             |           |                   |

WHEREAS, the calculated years of services is determined by taking the number of completed years of service in the current position at a 100% basis and adding the remaining prior years of service at a 25% basis; and

WHEREAS, the longevity adjustment calculation shall be capped at \$5,000 for grades below 15; \$7,500 for grades 15 and higher; an

WHEREAS, the County will review the salaries that are being capped in the longevity adjustment calculation and will determine if additional adjustments should be made in future years; and

WHEREAS, the County Administrator, with the consent of the Human Resources Committee Chairperson, may authorize additional raises in limited circumstances in order to ensure a proper differential between managers and supervised employees; and

WHEREAS, the cost of living adjustment for part-time employees shall be 3.5%.

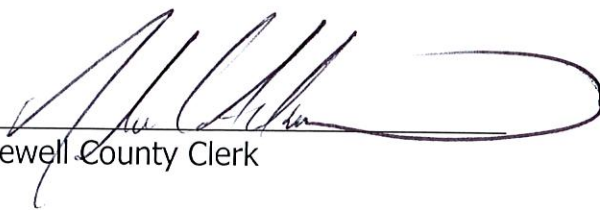
WHEREAS, since the offices of Public Defender and State's Attorney were not included in the longevity adjustment calculation due to a lack of compatibility with the Korn Ferry grading system, an additional 1% merit pay is allocated to these two offices.

THEREFORE BE IT RESOLVED that the County Board approve this recommendation and attached pay matrixes.

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

Tazewell County  
 Non-Union Non-Exempt (Hourly) Salary Schedule  
 Fiscal Year 2023

| 37.5 HR/WK |            | FY 2023   |          |           |
|------------|------------|-----------|----------|-----------|
| Grade      | Points     | Range Min | Midpoint | Range Max |
| 21         | 880 - 1055 | \$53.18   | \$66.52  | \$79.84   |
| 20         | 735 - 879  | \$45.33   | \$56.68  | \$68.03   |
| 19         | 614 - 734  | \$38.84   | \$48.55  | \$58.27   |
| 18         | 519 - 613  | \$34.22   | \$42.73  | \$51.26   |
| 17         | 439 - 518  | \$30.32   | \$37.88  | \$45.45   |
| 16         | 371 - 438  | \$26.99   | \$33.76  | \$40.37   |
| 15         | 314 - 370  | \$24.16   | \$30.21  | \$36.25   |
| 14         | 269 - 313  | \$21.91   | \$27.39  | \$32.86   |
| 13         | 228 - 268  | \$19.99   | \$24.96  | \$29.92   |
| 12         | 192 - 227  | \$17.78   | \$22.24  | \$26.70   |
| 11         | 161 - 191  | \$15.90   | \$19.90  | \$23.88   |
| 10         | 135 - 160  | \$14.33   | \$17.90  | \$21.47   |
| 9          | 114 - 134  | \$13.09   | \$15.44  | \$18.55   |

| 40 HR/WK |            | FY 2023   |          |           |
|----------|------------|-----------|----------|-----------|
| Grade    | Points     | Range Min | Midpoint | Range Max |
| 21       | 880 - 1055 | \$53.18   | \$66.52  | \$79.84   |
| 20       | 735 - 879  | \$45.33   | \$56.68  | \$68.03   |
| 19       | 614 - 734  | \$38.84   | \$48.55  | \$58.27   |
| 18       | 519 - 613  | \$34.22   | \$42.73  | \$51.26   |
| 17       | 439 - 518  | \$30.32   | \$37.88  | \$45.45   |
| 16       | 371 - 438  | \$26.99   | \$33.76  | \$40.37   |
| 15       | 314 - 370  | \$24.16   | \$30.21  | \$36.25   |
| 14       | 269 - 313  | \$21.91   | \$27.39  | \$32.86   |
| 13       | 228 - 268  | \$19.99   | \$24.96  | \$29.92   |
| 12       | 192 - 227  | \$17.78   | \$22.24  | \$26.70   |
| 11       | 161 - 191  | \$15.90   | \$19.90  | \$23.88   |
| 10       | 135 - 160  | \$14.33   | \$17.90  | \$21.47   |
| 9        | 114 - 134  | \$13.09   | \$15.44  | \$18.55   |

**Tazewell County  
Non-Union Exempt Salary Schedule  
Fiscal Year 2023**

| <b>37.5 HR/WK</b> |               | <b>FY 2023</b>   |                 |                  |
|-------------------|---------------|------------------|-----------------|------------------|
| <b>Grade</b>      | <b>Points</b> | <b>Range Min</b> | <b>Midpoint</b> | <b>Range Max</b> |
| 21                | 880 - 1055    | \$103,701.00     | \$129,714.00    | \$155,688.00     |
| 20                | 735 - 879     | \$88,393.50      | \$110,526.00    | \$132,658.50     |
| 19                | 614 - 734     | \$75,738.00      | \$94,672.50     | \$113,626.50     |
| 18                | 519 - 613     | \$66,729.00      | \$83,323.50     | \$99,957.00      |
| 17                | 439 - 518     | \$59,124.00      | \$73,866.00     | \$88,627.50      |
| 16                | 371 - 438     | \$52,630.50      | \$65,832.00     | \$78,721.50      |
| 15                | 314 - 370     | \$47,112.00      | \$58,909.50     | \$70,687.50      |
| 14                | 269 - 313     | \$42,724.50      | \$53,410.50     | \$64,077.00      |
| 13                | 228 - 268     | \$38,980.50      | \$48,672.00     | \$58,344.00      |
| 12                | 192 - 227     | \$34,671.00      | \$43,368.00     | \$52,065.00      |
| 11                | 161 - 191     | \$31,005.00      | \$38,805.00     | \$46,566.00      |
| 10                | 135 - 160     | \$27,943.50      | \$34,905.00     | \$41,866.50      |
| 9                 | 114 - 134     | \$25,525.50      | \$30,108.00     | \$36,172.50      |

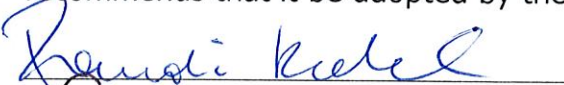
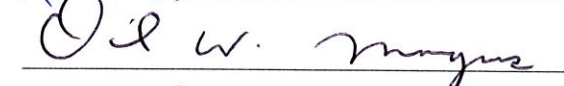


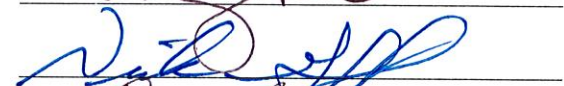
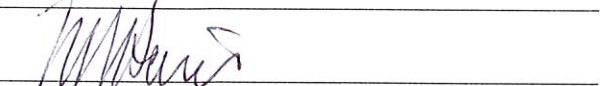

| <b>40 HR/WK</b> |               | <b>FY 2023</b>   |                 |                  |
|-----------------|---------------|------------------|-----------------|------------------|
| <b>Grade</b>    | <b>Points</b> | <b>Range Min</b> | <b>Midpoint</b> | <b>Range Max</b> |
| 21              | 880 - 1055    | \$110,614.40     | \$138,361.60    | \$166,067.20     |
| 20              | 735 - 879     | \$94,286.40      | \$117,894.40    | \$141,502.40     |
| 19              | 614 - 734     | \$80,787.20      | \$100,984.00    | \$121,201.60     |
| 18              | 519 - 613     | \$71,177.60      | \$88,878.40     | \$106,620.80     |
| 17              | 439 - 518     | \$63,065.60      | \$78,790.40     | \$94,536.00      |
| 16              | 371 - 438     | \$56,139.20      | \$70,220.80     | \$83,969.60      |
| 15              | 314 - 370     | \$50,252.80      | \$62,836.80     | \$75,400.00      |
| 14              | 269 - 313     | \$45,572.80      | \$56,971.20     | \$68,348.80      |
| 13              | 228 - 268     | \$41,579.20      | \$51,916.80     | \$62,233.60      |
| 12              | 192 - 227     | \$36,982.40      | \$46,259.20     | \$55,536.00      |
| 11              | 161 - 191     | \$33,072.00      | \$41,392.00     | \$49,670.40      |
| 10              | 135 - 160     | \$29,806.40      | \$37,232.00     | \$44,657.60      |
| 9               | 114 - 134     | \$27,277.20      | \$32,115.20     | \$38,584.00      |



**COMMITTEE REPORT**

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 County Board to approve the increase in work hours for the Human Resources Director; and


WHEREAS, the Human Resources Director currently works a 37.5 hour work week and needs to be increased to a 40 hour work week to remain consistent with the hours of management employees who directly report to County Administration.

THEREFORE BE IT RESOLVED by the County Board this recommendation be approved.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Payroll Division, Human Resources and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**COMMITTEE REPORT**

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:

|                    |                       |
|--------------------|-----------------------|
| _____              | _____                 |
| _____              | _____                 |
| <i>Nancy Pruch</i> | <i>Frank Sciorino</i> |
| <i>J. D. ...</i>   | <i>...</i>            |
| <i>Carroll ...</i> | <i>...</i>            |
| <i>...</i>         | <i>...</i>            |
| -----              | -----                 |

**RESOLUTION**

WHEREAS, the County's Human Resources Committee recommends to the County Board to approve ratification of the Collective Bargaining Agreement between Tazewell County, the Tazewell County Sheriff (Co-Employers) and Policemen's Benevolent Labor Committee on behalf of and with members of the Deputies' Bargaining Unit; and

WHEREAS, this Agreement is effective from December 01, 2021 and is in effect through November 30, 2024.

THEREFORE BE IT RESOLVED that the County Board ratifies said agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, the Tazewell County Sheriff, the Policemen's Benevolent Labor & Protective Association Labor Committee, Payroll and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**COLLECTIVE BARGAINING AGREEMENT**

Between

TAZEWELL COUNTY and TAZEWELL COUNTY SHERIFF (CO-EMPLOYERS)

and

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE**

on behalf of and with members of

DEPUTIES' BARGAINING UNIT

December 1, ~~2018-2021~~ - November 30, ~~2021~~2024

**INDEX**

PREAMBLE..... 1

ARTICLE 1 - RECOGNITION ..... 1  
    Section 1 - Unit Description ..... 1  
    Section 2 – Supervisors ..... 22  
    Section 3 – Sheriff's Auxiliary ..... 22

ARTICLE 2 - MANAGEMENT RIGHTS ..... 22

ARTICLE 3 - UNION SECURITY ..... 44  
    Section 1 - Membership Dues Checkoff ..... 44  
    Section 2 – Indemnification ..... 55

ARTICLE 4 - MAINTENANCE OF STANDARDS ..... 55  
    Section 1 - Economic Benefits and Work Practices ..... 55  
    Section 2 - Inadvertent Errors ..... 55

ARTICLE 5 - SUBCONTRACTING ..... 55  
    Section 1 - General Policy ..... 55  
    Section 2 - Notice and Discussion ..... 66

ARTICLE 6 - NON-DISCRIMINATION ..... 66  
    Section 1 - Prohibition Against Discrimination ..... 66  
    Section 2 - Union Membership or Activity ..... 66  
    Section 3 - Use of the Masculine Pronoun ..... 77

ARTICLE 7- WORK STOPPAGE ..... 77  
    Section 1 - Statutory Provision ..... 77  
    Section 2 - Strike and Lockout Prohibited ..... 77  
    Section 3 - Union Action ..... 77  
    Section 4 - Penalties ..... 88

ARTICLE 8 - BILL OF RIGHTS ..... 88

ARTICLE 9 - RESOLUTION OF IMPASSE ..... 99

ARTICLE 10 - PERSONNEL FILES ..... 1010  
    Section 1 - Inspection ..... 1010  
    Section 2 - Union Access ..... 1010  
    Section 3 - Employee Rights ..... 1010

|   |                      |
|---|----------------------|
| ARTICLE 11 - DISCIPLINE AND DISCHARE .....                        | <a href="#">1010</a> |
| Section 1 - Definition .....                                      | <a href="#">1010</a> |
| Section 2 - Just Cause .....                                      | <a href="#">1111</a> |
| Section 3 - Limitation .....                                      | <a href="#">1111</a> |
| Section 4 - Use of Prior Warnings .....                           | <a href="#">1212</a> |
| Section 5 - Written Notice .....                                  | <a href="#">1212</a> |
| Section 6 - Appeal Process .....                                  | <a href="#">1212</a> |
| <br>ARTICLE 12 - DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE ..... | <a href="#">1313</a> |
| Section 1 - Definition of a Grievance .....                       | <a href="#">1313</a> |
| Section 2 - Dispute Resolution .....                              | <a href="#">1313</a> |
| Section 3 - Representation .....                                  | <a href="#">1414</a> |
| Section 4 - Subject Matter .....                                  | <a href="#">1414</a> |
| Section 5 - Time Limitations .....                                | <a href="#">1414</a> |
| Section 6 - Investigation .....                                   | <a href="#">1515</a> |
| Section 7 - Grievance Meetings .....                              | <a href="#">1515</a> |
| Section 8 - Steps in Procedure .....                              | <a href="#">1515</a> |
| <br>ARTICLE 13 - LABOR-MANAGEMENT CONFERENCES .....               | <a href="#">1818</a> |
| Section 1 - Meetings .....  | <a href="#">1818</a> |
| Section 2 - Grievances Not Discussed .....                        | <a href="#">1919</a> |
| Section 3 - Notice .....  | <a href="#">1919</a> |
| Section 4 - Employee Not To Be Paid .....                         | <a href="#">1919</a> |
| <br>ARTICLE 14 - SENIORITY / LAYOFFS / RECALLS .....              | <a href="#">2020</a> |
| Section 1 - Probation .....                                       | <a href="#">2020</a> |
| Section 2 - Definition of Seniority .....                         | <a href="#">2020</a> |
| Section 3 - Loss of Seniority .....                               | <a href="#">2020</a> |
| Section 4 - Seniority List .....                                  | <a href="#">2121</a> |
| Section 5 - Layoffs .....   | <a href="#">2121</a> |
| Section 6 - Recalls .....   | <a href="#">2222</a> |
| Section 7 - Promotion .....                                       | <a href="#">2222</a> |
| Section 8 - Personal Day Selection .....                          | <a href="#">2222</a> |
| Section 9 - Days Off Bidding .....                                | <a href="#">2222</a> |
| Section 10 - Shift Bidding .....                                  | <a href="#">2323</a> |
| <br>ARTICLE 15 - P.B.L.C. REPRESENTATIVES .....                   | <a href="#">2424</a> |
| Section 1 - Attendance at Union Meetings .....                    | <a href="#">2424</a> |
| Section 2 - P.B.L.C. State or National Conferences .....          | <a href="#">2424</a> |
| Section 3 - Manpower Replacement .....                            | <a href="#">2525</a> |
| Section 4 - Union Negotiating Teams .....                         | <a href="#">2525</a> |
| <br>ARTICLE 16 - HOURS OF WORK /OVERTIME .....                    | <a href="#">2526</a> |
| Section 1 - Work Day and Work Week .....                          | <a href="#">2525</a> |

|  |                      |
|--|----------------------|
| Section 2 - Overtime Pay.....  | <a href="#">2525</a> |
| Section 3 - Break Periods.....   | <a href="#">2726</a> |
| Section 4 - Lunch Period.....  | <a href="#">2727</a> |
| Section 5 - Court Appearances.....                                     | <a href="#">2727</a> |
| Section 6 - Callback.....  | <a href="#">2827</a> |
| Section 7 - Responsibility to Work Overtime/Overtime Equalization..... | <a href="#">2828</a> |
| Section 8 - Trading Days.....  | <a href="#">3029</a> |
| <br>   |                      |
| ARTICLE 17 - VACATIONS.....  | <a href="#">3030</a> |
| Section 1 - Vacation Leave.....  | <a href="#">3030</a> |
| Section 2 - Years of Service.....                                      | <a href="#">3130</a> |
| Section 3 - Vacation Pay.....  | <a href="#">3130</a> |
| Section 4 - Earning Vacation Time.....                                 | <a href="#">3130</a> |
| Section 5 - Accrued Vacation Time.....                                 | <a href="#">3231</a> |
| Section 6 - Use of vacation Time.....                                  | <a href="#">3231</a> |
| Section 7 - Vacation Scheduling.....                                   | <a href="#">3232</a> |
| <br>   |                      |
| ARTICLE 18 - HOLIDAYS.....   | <a href="#">3333</a> |
| Section 1 - Recognized and Observed Paid Holidays.....                 | <a href="#">3333</a> |
| Section 2 - Compensation.....  | <a href="#">3433</a> |
| Section 3 - Recognized Holidays.....                                   | <a href="#">3433</a> |
| <br>   |                      |
| ARTICLE 19 - PERSONAL DAYS.....  | <a href="#">3434</a> |
| <br>   |                      |
| ARTICLE 20 - SICK LEAVE.....   | <a href="#">3534</a> |
| Section 1 - Purpose.....   | <a href="#">3534</a> |
| Section 2 - Accumulation.....  | <a href="#">3534</a> |
| Section 3 - Credit Upon Retirement.....                                | <a href="#">3534</a> |
| Section 4 - Notification.....  | <a href="#">3535</a> |
| Section 5 - Return to Work.....  | <a href="#">3635</a> |
| Section 6 - Working on Sick Leave.....                                 | <a href="#">3636</a> |
| Section 7 - Sick Leave Abuse Sanctions.....                            | <a href="#">3736</a> |
| Section 8 - Light Duty.....  | <a href="#">3736</a> |
| Section 9 - Transfer of Accrued Leave.....                             | <a href="#">3736</a> |
| <br>   |                      |
| ARTICLE 21 - FUNERAL LEAVE.....  | <a href="#">3736</a> |
| <br>   |                      |
| ARTICLE 22 - UNPAID LEAVES OF ABSENCE.....                             | <a href="#">3837</a> |
| Section 1 - Criteria for Unpaid Leaves.....                            | <a href="#">3837</a> |
| Section 2 - Prohibition Against Misuse of Leaves.....                  | <a href="#">3838</a> |
| <br>   |                      |
| ARTICLE 23 - INSURANCE.....  | <a href="#">3938</a> |
| Section 1 - County Contributions.....                                  | <a href="#">3938</a> |
| Section 2 - Retirement.....  | <a href="#">4140</a> |

|  |                      |
|--|----------------------|
| Section 3 - Liability Insurance .....  | <a href="#">4242</a> |
| Section 4 - Insurance Committee.....   | <a href="#">4242</a> |
| Section 4.1 - Alternate Insurance Study.....                                   | <a href="#">4343</a> |
| Section 5 - Survivor's Insurance .....   | <a href="#">4443</a> |
| Section 6 - Union insurance Plan.....  | <a href="#">4444</a> |
| Section 7 - Affordable Care Act (ACA) Compliance .....                         | <a href="#">4645</a> |
| <br>   |                      |
| ARTICLE 24 - INDEMNIFICATION.....  | <a href="#">4646</a> |
| Section 1- Employer Responsibility .....                                       | <a href="#">4646</a> |
| Section 2 - Legal Representation.....  | <a href="#">4746</a> |
| Section 3 - Cooperation .....  | <a href="#">4746</a> |
| Section 4 - Applicability.....   | <a href="#">4746</a> |
| <br>   |                      |
| ARTICLE 25 - SAFETY ISSUES.....  | <a href="#">4747</a> |
| Section 1 - Safety Committee.....  | <a href="#">4747</a> |
| Section 2 - Safety Complaints .....  | <a href="#">4847</a> |
| <br>   |                      |
| ARTICLE 26 - BULLETIN BOARDS.....  | <a href="#">4847</a> |
| <br>   |                      |
| ARTICLE 27 - PHYSICAL FITNESS.....   | <a href="#">4848</a> |
| Section 1 - Agreement in Principle.....  | <a href="#">4848</a> |
| Section 2 - Test.....  | <a href="#">4848</a> |
| Section 3 - Achievement Bonus .....  | <a href="#">4948</a> |
| <br>   |                      |
| ARTICLE 28 - WAGES .....   | <a href="#">4948</a> |
| Section 1 - Base Pay Rates.....  | <a href="#">4948</a> |
| Section 2 - Educational Additions .....  | <a href="#">5049</a> |
| Section 3 - Longevity.....   | <a href="#">5150</a> |
| Section 4 - Shift Differential.....  | <a href="#">5251</a> |
| Section 5 - Regular Hourly Adjusted Base Rate.....                             | <a href="#">5251</a> |
| Section 6 - Regular Hourly Adjusted Base Rate.....                             | <a href="#">5251</a> |
| Section 7 - Working Out of Classification .....                                | <a href="#">5351</a> |
| Section 8 - Detective, Canine, MEG Assignment and Field Training Officer ..... | <a href="#">5352</a> |
| <br>   |                      |
| ARTICLE 29 - MISCELLANEOUS PROVISIONS.....                                     | <a href="#">5352</a> |
| Section 1 - Work Rules and Personnel Policies .....                            | <a href="#">5352</a> |
| Section 2 - Uniform Allowance .....  | <a href="#">5452</a> |
| Section 3 - Printing of Agreement .....  | <a href="#">5453</a> |
| Section 4 - Authorized P.B.L.C. Representatives.....                           | <a href="#">5453</a> |
| Section 5 - Right to Examine Records.....                                      | <a href="#">5553</a> |
| Section 6 - Replacement and Repair.....  | <a href="#">5554</a> |
| Section 7 - Family Immunization .....  | <a href="#">5554</a> |
| Section 8 - Comp Time Pool.....  | <a href="#">5654</a> |
| Section 9 - Alcohol and Drug Testing .....                                     | <a href="#">5655</a> |

|   |                      |
|---|----------------------|
| ARTICLE 30 - ENTIRE AGREEMENT / SAVINGS CLAUSE..... | <a href="#">6361</a> |
| Section 1 - Entire Agreement/Waiver .....           | <a href="#">6361</a> |
| Section 2 - Savings Clause .....                    | <a href="#">6362</a> |
| ARTICLE 31 - DURATION.....                          | <a href="#">6462</a> |
| Section 1 - Term of Agreement.....                  | <a href="#">6462</a> |
| Section 2 - Continuing Effect.....                  | <a href="#">6463</a> |
| SIGNATURES.....                                     | <a href="#">6463</a> |
| APPENDIX A.....                                     | <a href="#">6464</a> |
| APPENDIX B.....                                     | <a href="#">6565</a> |



**PREAMBLE**

This Agreement is entered into by and between the Tazewell County Board and the Sheriff of Tazewell County (herein referred to as the "Employer") and The Policemen's Benevolent Labor Committee, (hereinafter referred to as the "Union").

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions.

In consideration of mutual promises, covenants and agreement contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

**ARTICLE 1**  
**RECOGNITION**

**Section 1- Unit Description**

The Employer hereby recognizes the Union as the Sole and Exclusive collective bargaining representative for the purpose of collective bargaining on any and all matters relating to wages, hours, and all other provisions of this Agreement of employment of all officers in the bargaining unit. The bargaining unit shall include:

All sworn officers below the rank of Captain, excluding the Jail Superintendent.

Exclusions: All other employees of the Tazewell County Sheriff's Department and any others excluded by the Illinois Public Labor Relations Act 1984; P.A. 83-1012; 5 ILCS 315/1.

Section 2 – Supervisors

Supervisors may continue to perform bargaining unit work. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

Section 3 – Sheriff's Auxiliary

Auxiliary personnel shall only be used in accordance with applicable state statute. Auxiliary personnel may not be used to obviate the payment of overtime to bargaining unit employees.

**ARTICLE 2**  
**MANAGEMENT RIGHTS**

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include, but are not limited to, the following:

- A. to plan, direct, control and determine all operations and services of the County Sheriff's Office;
- B. to supervise and direct employees;
- C. to establish the qualifications for employment and to decide which applicants will be employed;

- D. to establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedules shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- E. to hire, promote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- F. to suspend, demote, discharge and take such other disciplinary action against employees for just cause (probationary employees without cause);
- G. to establish reasonable work and productivity standards, and from time to time, amend such standards;
- H. to lay off employees;
- I. to maintain efficiency of County Sheriff's Office operations and services;
- J. to determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- K. to take whatever action is necessary to comply with all applicable state and federal laws;
- L. to change or eliminate methods, equipment and facilities for the improvement of operations;
- M. to determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of classifications to perform such services;
- N. to contract out for goods and/or services, pursuant to Article V;

O. to take whatever action is necessary to carry out the functions of the Tazewell County Sheriff's Office in emergency situations.

As to the meaning of the term "Employer or Employers" in interpreting and/or applying the provisions of this collective bargaining agreement, the provisions of 315/3(o) of 5ILCS and the Illinois Public Labor Relations Act that the Sheriff and the County Board are joint employers shall be applied.

However, nothing in this collective bargaining agreement shall negate the Illinois Constitutional provisions as to the Office of Sheriff and/or the terms of 5/3-6018ILCS that the Sheriff is in charge of the internal operations of his office.

### **ARTICLE 3** **UNION SECURITY**

#### **Section 1 - Membership Dues Checkoff**

Upon receipt of written authorization by the employee, submitted on a form provided for by the Union, the Employer shall deduct from each employee's paycheck such Union membership dues. Such deduction shall continue until the employee revokes his/her written authorization in the same manner as it was initially given or until the termination date of this Agreement.

The amount of deductions provided for herein shall be remitted to the Union on a monthly basis, accompanied by a listing of the employee, his/her social security number and the specific deduction and amount for each.

Section 2 – Indemnification

The Union shall indemnify, defend and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

**ARTICLE 4**  
**MAINTENANCE OF STANDARDS**

Section 1 - Economic Benefits and Work Practices

The County agrees that wages now paid above the minimums set forth in this Agreement, and all economic benefits and work practices not in conflict with this Agreement and currently in effect shall continue and remain in effect for the term of this Agreement.

Section 2 - Inadvertent Errors

It is agreed that the provisions of this Section shall not apply to inadvertent or bona fide errors made by the County or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of discovery of error.

**ARTICLE 5**  
**SUBCONTRACTING**

Section 1 - General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified and available to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of efficiency, safety, economy, improved work product or in the event of an emergency.

Section 2 - Notice and Discussion

Except in case of an emergency, when the Employer contemplates changing its policy involving the subcontracting of work in the bargaining unit area, and such change amounts to a significant deviation from past practice and would result in the layoff of any bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and to participate in considerations involving the desirability of such subcontracting of work, including means by which to minimize the impact on such employees.

**ARTICLE 6**  
**NON-DISCRIMINATION**

Section 1 - Prohibition Against Discrimination

Both the Employer and the Union agree to refrain from any acts of discrimination in violation of any state or federal law on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation and/or beliefs, or other non-merit factors. Claims of discrimination under this Section are not subject to the grievance procedure contained in this Agreement.

Section 2 - Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or to refrain from becoming members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3 - Use of the Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

**ARTICLE 7**  
**WORK STOPPAGE**

Section 1 - Statutory Provision

The parties acknowledge that this bargaining unit is a security employees unit under Public Act 83-1012 (Illinois Public Labor Relations Act) and that the employees of this bargaining unit are prohibited by law from striking.

Section 2 - Strike and Lockout Prohibited

Neither the Union nor any of its officers, agents or County employees will instigate, promote, encourage, sponsor, engage in or condone any strike, slowdown, concerted work stoppage, sympathy strike or any other intentional interruption of work during the term of this Agreement. The Employer shall not lock out any employees in the bargaining unit during the term of this Agreement. Employees shall not refuse to cross any picket lines in the performance of their duty that may be present on work sites placed there by any organization.

Section 3 - Union Action

Upon notification by the Employer to the Union or its agents that certain of its members are engaged in activity that is in violation of Section 1 or 2, Article 7 of this Agreement, the Union shall immediately order such members in writing to return to work. The Union will also provide the Employer with a copy of such order and a responsible

official of the Union shall publicly order such workers to return to work. In the event that a strike or other violation not authorized by the Union occurs, the Union agrees to take all reasonable effective and affirmative action to assure the members return to work as promptly as possible.

Section 4 - Penalties

Any or all employees who have been found to have violated any of the provisions of Article 7 may be discharged or otherwise disciplined by the Employer; such discipline may include loss of unearned compensation, holiday pay and other unearned benefits. In an arbitration proceeding involving a breach of this Article the sole question for the arbitrator to determine is whether the employee engaged in prohibited activity. In addition to the penalties provided herein, the Employer may enforce any other legal rights and remedies to which it may be entitled by law.

**ARTICLE 8**  
**BILL OF RIGHTS**

Whenever a law enforcement officer is under investigation or subject to interrogation by the Sheriff's Department, the investigation or interrogation shall be conducted in accordance with the provisions of "Uniform Peace Officers Disciplinary Act," 50ILCS 725/1, et. seq. In addition to the provisions of the above-cited act:

- A. The Employer shall not adopt any resolution or ordinance and the Sheriff's Department shall not adopt any regulation, which prohibits the right of an officer to bring suit arising out of his duties as an officer.
- B. No photo of any officer under investigation shall be made available to the media prior to a conviction for a criminal offense or prior to a decision being



rendered, unless otherwise required to comply by court order, subpoena or a Freedom of Information Act request.

- C. The Sheriff's Department shall not compel an officer under investigation to speak or testify before, or to be questioned by, any non-governmental agency without subpoena powers relating to any matter or issue under investigation.
- D. The officer shall have the right to be represented at such inquiries, investigations, or interrogations by a Labor Council representative. Nothing in this Section is intended to or should be construed to waive employee's right to Union representation during questioning that the employee reasonably believes may lead to discipline.
- E. Bargaining unit employees shall have such rights as set forth in the United States Supreme Court decision in *NLRB v. Weingarten*, 420 U.S. 251 (1975) and *Department of Central Management Services and Corrections (Morgan)* decision, 1PERT par. 2020 (ISLRB, 1985).

#### **ARTICLE 9** **RESOLUTION OF IMPASSE**

In the event the collective bargaining process reaches an impasse with the result that the Employer and the Union are unable to effect a settlement, the provisions of 5 ILCS 315/14, as amended, shall prevail.

For the purpose of this Section, an impasse shall be deemed to occur in the collective bargaining process if the parties do not reach a settlement of the issue or issues in dispute by way of a written agreement.

**ARTICLE 10**  
**PERSONNEL FILES**

**Section 1 - Inspection**

Inspection and use of personnel files shall be in accordance with the Illinois Personal Records Act, 820ILCS 40/0.01 et seq.

**Section 2 - Union Access**

An employee who is involved in a current grievance against the Employer may designate in writing that a Union representative may inspect his or her personnel file subject to the procedures contained in Section 1 of this Article. Personnel files shall not be accessed without the Sheriff or his designee in attendance.

**Section 3 - Employee Rights**

If an employee disagrees with any information contained in his or her personnel file, the employee may submit a written statement, which will be included in the file.

**ARTICLE 11**  
**DISCIPLINE AND DISCHARGE**

**Section 1 - Definition**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures under this Agreement shall include only the following:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension - (Notice to be given in writing)
- D. Demotion
- E. Termination

Discipline (including reprimands and suspensions) and discharge may be imposed by the Tazewell County Sheriff. Other reasonable conditions of employment related to the offense may be imposed after discipline. Any disciplinary action or measure imposed pursuant to this Agreement upon an employee may be processed as a grievance through the regular grievance procedure.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

#### Section 2 - Just Cause

Employer agrees that disciplinary action for all non-probationary employees shall only be imposed for just cause and shall be imposed as soon as practical after Employer learns of the occurrence giving rise to the need for disciplinary action and after Employer has a reasonable opportunity to investigate the facts.

#### Section 3 - Limitation

The Employer's Agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline, which is commensurate with the severity of the offense. Offenses which will require severe discipline shall include but are not limited to:

- A. unlawful possession of a controlled substance or alcohol;
- B. intentional destruction or theft of County property;
- C. fighting on-the-job;
- D. appearing for work under the influence of drugs or alcohol or other substance that may impair an employee's ability to perform any of their duties required.

Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

#### Section 4 - Use of Prior Warnings

Any written warning or suspension of two (2) days or less shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension of less than three (3) days. Provided however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

#### Section 5 - Written Notice

Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

#### Section 6 - Appeal Process

Suspension and discharge may be appealed to and subject to the jurisdiction of the Sheriffs' Merit Commission according to applicable State law. Disciplinary action resulting in an oral reprimand, written warning, suspension, demotion or discharge may, in the alternative, be subject to appeal through the Grievance and Arbitration Procedure as provided in this Agreement. Notice of said disciplinary action shall be provided to the employee in writing.

The Grievance Procedure and the Merit Commission appeal process are mutually exclusive and no relief shall be available under the Grievance Procedure for any action heard before the Merit Commission and vice versa. The filing of a grievance shall act as a waiver by the Union and the involved employee of the right to challenge the same matter

Both the employee and Union shall be notified of disciplinary action. Such notification shall be in writing and reflect the specific nature of the offense.

Section 4 - Use of Prior Warnings

Any written warning or suspension of two (2) days or less shall not be considered in imposing disciplinary penalty for a current offense when more than twenty-four (24) months have elapsed from the written warning or suspension of less than three (3) days. Provided however, that an arbitrator or judge reviewing the merits of a suspension, demotion or discharge case shall review the employee's entire personnel file.

Section 5 - Written Notice

Both the employee and the Union shall be notified of disciplinary action; such notification shall be in writing and reflect the specific nature of the offense and directions to the employee for future behavior.

Section 6 - Appeal Process

Suspension and discharge may be appealed to and subject to the jurisdiction of the Sheriffs' Merit Commission according to applicable State law. Disciplinary action resulting in an oral reprimand, written warning, suspension, demotion or discharge may, in the alternative, be subject to appeal through the Grievance and Arbitration Procedure as provided in this Agreement. Notice of said disciplinary action shall be provided to the employee in writing.

The Grievance Procedure and the Merit Commission appeal process are mutually exclusive and no relief shall be available under the Grievance Procedure for any action heard before the Merit Commission and vice versa. The filing of a grievance shall act as a waiver by the Union and the involved employee of the right to challenge the same matter

before the Sheriff's Merit Commission and an employee's request for a hearing before said Commission. A request for a hearing before the Merit Commission shall act as a waiver by the Union and the involved employee of the right to process the same matter through the Grievance and Arbitration Procedure of this Agreement. Any and all grievances involving discipline shall be filed at Step 2 of Article 12, Section 8 hereof.

**ARTICLE 12**  
**DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

**Section 1 - Definition of a Grievance**

A grievance is defined as any dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement which remains unresolved following completion of the dispute resolution process. This grievance procedure is subject to and shall not conflict with any provisions of the Illinois Public Labor Relations Act.

**Section 2 - Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and his or her immediate supervisor.

The employee shall make his or her complaint to his or her immediate supervisor. The supervisor will notify the employee of the decision within four (4) business days following the day when the complaint was made. A "business day" is defined as Monday through Friday, excluding weekends and holidays. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other disputes. In the event of a

complaint, the employee shall first complete his/her assigned work task, and complain later.

#### Section 3 - Representation

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant or one grievant representing group grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request.

Grievances may be filed on behalf of two or more employees only if the same facts' issues and requested remedy apply to all employees in the group.

#### Section 4 - Subject Matter

Only one subject matter shall be covered in any one grievance. A grievance shall contain a statement of the grievant's position, the Article, and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signatures of the grieving employee(s) and a local P.B.L.C. representative, and the date.

#### Section 5 - Time Limitations

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances with prejudice.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 2;

however, in no case shall the time between Step 2 and Step 3 exceed forty-five (45) days.

Time limits may be extended by mutual agreement.

#### Section 6 - Investigation

Insofar as practicable, grievances shall be investigated during off-duty hours. In those instances where it is necessary for the Union representative or any other bargaining unit employee to participate in an investigation of a grievance during working hours, permission must be obtained from the Sheriff or a person designated by him; such permission shall not be unreasonably denied, and the investigation must be conducted in such a manner as to not interfere with the normal operation of the Sheriff's Department.

#### Section 7 - Grievance Meetings

Grievance meetings will be scheduled so as to minimize interference with the operation of the Sheriff's Department. With the permission of the Sheriff, one (1) employee (the grievant or the Union representative) may be excused from work with pay to participate in a Step 1, Step 2 or Step 3 grievance meeting. Employee(s) shall only be excused for the amount of time reasonably required to present the grievance. Employee(s) shall not be paid for any time during which a grievance meeting occurs outside the employee's work shift. In the event of a grievance, the employee(s) shall first perform his/her assigned work task and file his/her grievance later.

#### Section 8 - Steps in Procedure

Disputes arising under this Agreement shall be resolved as follows:

- Step 1. If no agreement is reached between the employee and the Supervisor, as provided for in Section 2, Dispute Resolution, the grievant may prepare a written grievance on a form



mutually agreed to (see Grievance Form Appendix) and present the same to the Chief Deputy which shall not be more than fifteen (15) business days from the date of the event or occurrence giving rise to the grievance regardless of the limitation periods provided for in Section 2. The Chief Deputy will respond to the Labor Council Rep or the employee in writing within five (5) business days.

Step 2. If no agreement is reached between the employee and the Chief Deputy, the grievant may forward the grievance to the Sheriff within fifteen (15) business days from the date of the receipt of the Step 2 response. The Sheriff will respond to the Labor Counsel Rep or the employee in writing within five (5) business days and indicate whether the Sheriff or his designee will hear the grievance (all management rights issues), or the County Board Grievance Committee will hear the grievance (all financial issues.) A hearing will then be conducted within fifteen (15) business days after receipt of the Sheriff's directional decision. A written decision will be issued to the grievant and the Labor Council (and the Sheriff when heard by the County Board) within five (5) business days after the hearing date.

Step 3. If the dispute is not settled at Step 2, the matter may be submitted to arbitration by the Union within fifteen (15)

business days after the Committee's written decision or the expiration of the five (5) day period if the Committee fails to render a written decision. Within fifteen (15) business days after the matter has been submitted to arbitration, a representative of the Employer and the Union may meet to select an arbitrator from a list of mutually agreed to arbitrators.

If the parties cannot mutually agree to an arbitrator, a joint request for a panel of arbitrators shall be submitted to the Federal Mediation and Conciliation service. Each party has the right to reject one list in its entirety and the striking order shall be determined by a toss of the coin.

The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union. Such letter shall request the arbitrator to set a time and a place for the hearing subject to the availability of the Employer and Union representatives and shall be notified of the issue where mutually agreed by the parties. All hearings shall be held in the City of Pekin, Illinois unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witness. Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination of the question of arbitrability. Once a determination is

made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute.

The expenses and fees of the arbitrator mutually agreed to and the cost of the hearing room shall be shared equally by the parties. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee or employees involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

**ARTICLE 13**  
**LABOR-MANAGEMENT CONFERENCES**

**Section 1 - Meetings**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings shall not be scheduled more frequently than one each quarter, except by mutual agreement. The party requesting a "Labor-Management Conference" shall make the request in writing to the other party and provide the agenda for such meeting. If the employee is assigned to attend any such "Labor-Management Conference" by the Sheriff, expenses associated with such assignment shall be paid in accordance with Tazewell County travel policy. Such meetings and locations shall be limited to:

- A. discussion on the implementation and general administration of this Agreement.

- B. a sharing of general information of interest to the parties.
- C. notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer, which may affect employees.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement and to the degree that standards of law enforcement can be effectuated for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

#### Section 2 - Grievances Not Discussed

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

#### Section 3 - Notice

When absence from work is required to attend "Labor-Management Conferences," Union members shall, before leaving their work station, give reasonable notice to and receive approval from the Sheriff or his designee.

#### Section 4 - Employee Not To Be Paid

It is expressly understood and agreed that the employee shall not be paid for attending any "Labor-Management" meeting referred to in this Article, unless such pay is approved by the Sheriff.

**ARTICLE 14**  
**SENIORITY / LAYOFFS / RECALLS**

**Section 1 - Probation**

Bargaining unit employees hired after the implementation of this Agreement shall serve a probationary period from their date of hire and will conclude twelve (12) months after successful completion of academy and field training. In no event shall a bargaining unit employee's probationary period exceed eighteen (18) months from their original date of hire. During the probationary period, the employee shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon the completion of the probationary period, the employee shall be granted seniority rights from his or her most recent date of hire. Should a probationary deputy miss more than thirty (30) consecutive days of work, then the time missed shall not count towards the 12-18 month probationary.

All employees who are promoted by the Sheriff shall serve a probationary period in accordance with 55ILCS 5/3-8011.

**Section 2 - Definition of Seniority**

Seniority is defined as the employee's length of continuous full-time service with the Employer since the employee's last date of hire as a commissioned deputy.

**Section 3 - Loss of Seniority**

Seniority and the employment relationship shall be terminated if an employee:

- A. quits;
- B. is discharged;
- C. is absent from work three (3) consecutive days without notification to or approval by the Employer, other than because of proven sickness, or is

unable to notify the Employer because of physical incapacity or other reasonable excuse;

- D. is laid off for more than two (2) years or fails to report for work within fourteen (14) calendar days after having been recalled from layoff;
- E. fails to report for work at the termination of a leave of absence;
- F. if an employee is on leave of absence for personal or health reasons and accepts other employment without permission, or if an employee is absent due to an off-the-job illness or injury and is absent for a period of eighteen (18) months or longer; or
- G. if he or she is retired.

#### Section 4 - Seniority List

The Employer shall post and supply to the Union an updated seniority list for bargaining unit employees on a current basis.

#### Section 5 - Layoffs

When the Employer determines that layoffs are necessary, the Employer shall have the sole discretion to determine the number of employees to be laid off. Employees shall be laid off in the reverse order of their seniority.

In the event of layoff of employees covered by this Agreement, the Employer agrees not to hire civilian personnel to perform the duties that only a peace officer can perform. A peace officer shall be defined to mean any person who, by virtue of their office, is vested by law with a duty to maintain public order and make arrests for offenses.

The employer shall give sixty (60) days prior notice of layoff to the employee and the union.

#### Section 6 - Recalls

Employees shall retain recall rights for two (2) years. If the Employer authorizes that a vacancy be filled, employees on layoff with recall rights who have held the classification previously, shall be recalled by seniority.

Employees who are eligible for recall shall be given three (3) calendar days' notice of recall by registered or certified mail sent to the employee's last known address. It is the responsibility of the employee on layoff to provide the Employer with his latest mailing address. The employee must notify the Employer within three (3) days after receipt of the notice whether the employee will accept recall.

An employee's seniority shall be suspended while laid off from the department.

All service earned prior to being laid off will be reinstated upon recall.

#### Section 7 - Promotion

Seniority shall be considered in the promotion of employees covered by this Agreement.

#### Section 8 - Personal Day Selection

Requests for personal days for the fiscal year may be submitted anytime after December 1st. Personal days will be awarded on a first come first served basis. Personal day requests submitted to the Sheriff or his designee at the same time will be resolved in favor of the senior employee.

#### Section 9 - Days Off Bidding

Patrol deputies and Sergeants shall be allowed to select regular days off by seniority on separate sign-up lists. Sergeants and Deputies shall submit a request in writing to the Sheriff or his designee no later than ten (10) working days prior to the

effective date. The Sheriff or his designee shall post a list of available days off for bidding no later than twenty (20) working days prior to the effective date ~~and shall coincide with the sign-up period for the P.B.L.C. Corrections bargaining unit.~~ The effective date for implementing shall be December 1st and June 1st of each year during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected deputies will have been assigned the requested days off. In the event of same day requests, seniority shall be the determining factor.

In the event of transfer as determined by the Sheriff from one shift to another, the affected deputy shall be required to take the days off of the deputy replaced until bidding occurs as provided for herein above. In the event of adding personnel to a shift, the days off will be determined by the Sheriff, as long as the assigned days off of those previously assigned shall not be disturbed.

#### Section 10 - Shift Bidding

- A. Deputies shall be allowed to select their shifts by seniority. Deputies shall submit a request in writing to the Sheriff or his designee no later than ten (10) working days prior to the effective date. The effective date for implementing the new shifts shall be on December 1st and June 1st of each year, or at the start of the pay period during which December 1st and June 1st fall each year. during the term of this Agreement. On or before these dates the bidding process will have been completed and the effected deputies will have been assigned the requested shifts. In the event of conflicts in requests, seniority shall be the determining factor.



- B. If a deputy is on special assignment either inside or outside the bargaining unit (i.e. M.E.G., Canine Duty, Detective or Crime Prevention), upon return to the patrol shift he shall fill the opening available until the next shift bidding occurs.
- C. For purposes of shift bidding, seniority for sergeants shall be based on seniority in rank.
- D. The Employer will have the discretion to determine the number of deputies on each shift and the days off for each shift.
- E. The assignment to the position in the Courthouse shall be bid as a shift.  
(probationary deputy excluded.)

**ARTICLE 15**  
**P.B.L.C. REPRESENTATIVES**

**Section 1 - Attendance at Union Meetings**

Subject to the need for orderly scheduling, manpower requirements and emergencies, the Sheriff may permit elected officials of the Board of Directors of the Union reasonable time off to attend general, board or special meetings of the Union, provided that at least seventy-two (72) hours notice of such meetings shall be given in writing to the Sheriff, such notice may be less than seventy-two (72) hours by mutual agreement. The names of all such officials and officers shall be certified in writing to the Sheriff.

**Section 2 - P.B.L.C. State or National Conferences**

Employees will be allowed to use vacation time, compensatory time and/or personal time off to attend P.B.L.C. State or National conferences, seminars or meetings. Requests for this time off will be submitted to the Sheriff, in writing, at least fourteen (14)

days prior to the date of he requested time off. Any requests for time off referred to in this Section denied due to manpower shortages will be resolved in accordance with Section 3 of this Article, however, such requests shall be limited to one (1) officer per occurrence.

#### Section 3 - Manpower Replacement

In the event denial of officer's participation in the aforementioned Sections is due to manpower shortages, the officer shall be allowed to utilize an off-duty officer, for not more than two (2) shifts, to work in his position in order that the officer making the request may be relieved from duty. Such off-duty officer must be mutually agreed to.

#### Section 4 - Union Negotiating Teams

Members designated as being on the Union Negotiating Team, who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay with the permission of the Sheriff, such permission shall not be unreasonably denied. If a designated Union Negotiating Team member is in regular day-off status on the day of negotiations, he will not be compensated for attending the session.

### **ARTICLE 16 HOURS OF WORK /OVERTIME**

#### Section 1 - Work Day and Work Week

All time in excess of the hours worked in a regular work day, eight (8) hours or the regular work week, forty (40) hours (Sunday through Saturday) shall be compensated as provided for in Section 2 of this Article.

#### Section 2 - Overtime Pay

A regular shift consists of eight (8) hours. A regular workweek consists of forty (40) hours. The number of hours in a special shift will be determined by the Sheriff.

In those instances where the Sheriff determines that a special shift is necessary for effective and efficient law enforcement procedures, he may assign any employee(s) to such special shift. When an employee works a special shift, such employee will be paid a regular rate (straight time) for the number of hours specified in such shift.

Except as provided for above, all overtime in excess of the hours required of an employee by reason of the employee's regular duty, whether of an emergency nature or of a non-emergency nature, shall receive one and one-half (1½) times their regular hourly rate of pay for work performed in excess of eight (8) hours in a given day.

All hours in excess of forty (40) hours will be paid at the rate of one and one-half (1½) times the regular rate of pay.

Pay for overtime work shall be rounded off to the nearest quarter (1/4) hour.

Compensatory time to a "rolling cap" of ~~forty-sixty (60)(40)~~ hours per fiscal year may be taken by an employee in lieu of compensation for overtime hours worked at the election of the employee with its use to be approved by the Sheriff or Sheriff's designee. The "rolling cap" means that an employee may not accumulate more than 60 hours of compensatory time at any given time during the fiscal year, however, once the employee uses any earned compensatory time to take time off from work, thereby dropping below the 60-hour cap, the employee may again begin to accumulate compensatory time in lieu of compensation for overtime hours worked until the employee again reaches the maximum 60-hour cap on compensatory time. By way of example, an employee who has reached the 60-hour cap on comp time, such that said employee is no longer eligible to

~~accumulate compensatory time during the fiscal year, then uses 20 hours of comp time to take time-off work leaving said employee with 40 hours of accumulated comp time, the employee may once again accumulate compensatory time until the employee again reaches the 60-hour cap on accumulating compensatory time. the Sheriff has discretion to allow more than forty (40) hours in a fiscal year.~~ Compensatory time for overtime shall be calculated at the rate of one and one-half (1½) hours for each hour worked. ~~Compensatory time, if not used at the end of the year, must be carried over to the following year, unless the Sheriff authorizes the liquidation of accumulated comp time.~~ Employees may at their option elect to be paid for up to forty (40) hours of compensatory time at the end of the fiscal year, and any remaining compensatory time at the end of the fiscal year up to the 60-hour rolling cap may be carried forward by the employee into the next fiscal year.

#### Section 3 - Break Periods

Break or rest periods of fifteen (15) minutes may be taken near the middle of each half of the work shift unless unusual working situations prevent a break being taken.

#### Section 4 - Lunch Period

Paid lunch time shall be thirty (30) minutes taken at the middle of the work shift, except on those occasions when the supervisor requests an alteration of this time due to unusual working situations.

#### Section 5 - Court Appearances

Employees covered by this Agreement required to attend court outside their regularly scheduled work hours shall be compensated at the overtime rate with a

minimum of two (2) hours, unless it immediately precedes or follows a regularly scheduled shift.

Employees covered by this Agreement required to attend court on their regularly scheduled day off shall be compensated at the overtime rate with a minimum of three (3) hours compensation.

Employees covered by this Agreement who are placed on stand-by for court and have their movement restricted shall be compensated at the straight time rate for all hours so restricted.

#### Section 6 - Callback

A callback is defined as an official assignment of work, which does not continuously precede or follow an officer's regularly scheduled working hours. Employees reporting back to the Employer's premises at a specified time on a regularly scheduled work day shall be compensated for two (2) hours at the appropriate overtime rate or be compensated for actual time worked, whichever is greater, at the overtime rate.

#### Section 7 - Responsibility to Work Overtime/Overtime Equalization

- A. Responsibility to Work Overtime: The Union and its employee members acknowledge that bargaining unit work, by law, must be performed twenty-four (24) hours a day, three hundred sixty-five (365) days per year. The Union and its members recognize that overtime is a necessity because of the nature of bargaining unit work and the limited number of available personnel. Refusal to work overtime may subject the employee to discipline.
- B. Distribution of Voluntary Overtime: Overtime shall be distributed as equally as possible among those employees qualified to perform the work.

Overtime shall be offered on a rotation based on seniority. The most senior employee who is both qualified and available shall have first opportunity to accept or decline a maximum of one (1) work period of overtime. Once accepted or declined, the next most senior employee will be eligible for the next work period of overtime. This pattern will repeat itself until the least senior employee accepts or declines one (1) work period. Once all qualified employees have had an opportunity for one (1) work period of overtime the process shall repeat itself.

- C. Assigned Overtime: If all employees decline the overtime offered, the Employer shall assign overtime in inverse rotating seniority for all those qualified to perform the duties. The maximum ordered overtime for one employee during a rotation shall be one (1) work period.
- D. Distribution List: In order to distribute both voluntary and involuntary overtime as equal as possible, a separate list will be posted for each. Nothing within this Section shall prohibit the parties from mutually agreeing to another procedure.
- E. Exclusions: Employees assigned to canine, MEG and detective are excluded from the provisions of equalized overtime distribution.
- F. Sergeants: Sergeants not subject to the provisions of Section E above shall be included in the equalized overtime distribution; however, any Sergeant filling in on a shift shall be subject to the command of the assigned shift Sergeant.

Section 8 - Trading Days

Without circumventing the bidding of shifts or creating a regular pattern of days off for one or more employees, Deputies shall be allowed to trade days under the following conditions:

- A. the request must be in writing and approved by the Sheriff or his designee;
- B. the shift must be made up within two (2) weeks of the trade;
- C. the Deputy agreeing to work the trade day shall be subject to the disciplinary process as defined within the Collective Bargaining Agreement for failure to report to work on the agreed trade day; and
- D. the trade shall not create any overtime for the Sheriff. When a deputy works a traded day with a Sergeant, it must be on a shift with a Command Officer.
- E. Up to 8 hours of trade time may be allowed per month upon approval of the shift Sergeant. The Sergeant that approves the trade shall be required to notify the Captain of the trade. Additional time may be allowed by approval of the Sheriff or his designee.

**ARTICLE 17**  
**VACATIONS**

Section 1 - Vacation Leave

All employees in the bargaining unit shall receive paid vacation leave according to the following schedule:

- A. Ten (10) working days after one (1) year of service or 3.08 hours per day period.

- B. Fifteen (15) working days after five (5) years of service or 4.62 hours per pay period.
- C. Twenty (20) working days after ten (10) years of service or 6.154 hours per pay period.
- D. Twenty-five (25) working days after eighteen (18) years of service or 7.692 hours per pay period.

Section 2 - Years of Service

For the purposes of Section 1 only, "years of service" shall mean the length of time an employee has been employed by Tazewell County in full-time position.

Section 3 - Vacation Pay

All vacation leave will be paid at the employee's regular hourly adjusted base rate. The regular hourly adjusted base rate is the base rate plus longevity plus educational increment plus shift differential.

Section 4 - Earning Vacation Time

All employees in the bargaining unit hired prior to December 1, 1986 will begin earning vacation time on a per paid period basis as determined by their length of service with the County, beginning Payroll Period Number One (1) of FY 86-87. Employees hired after December 1, 1986 will earn vacation time per payroll period beginning with the payroll period of their hire.

Employees will begin earning vacation time at the next higher rate commencing with the payroll period, which contains the employee's individual anniversary date.



#### Section 5 - Accrued Vacation Time

Employees who quit, retire, or resign from the department shall receive all accrued vacation time earned as of their date of resignation or retirement.

No employee shall be eligible to receive any benefits under this Section if he quits, resigns, or retires from the employment of the Employer without giving two (2) weeks notice in writing of his intention to resign or retire.

#### Section 6 - Use of vacation Time

Requests for vacations will be submitted pursuant to Article 14, Section 8. Employees may utilize vacation time in ~~one (1) day~~ a minimum of four (4) hour increments, ~~so long as the employee has received prior approval of the Sheriff or his designee, which shall be granted or denied at the Employer's sole discretion.~~ Employees may carry over from one fiscal year to another two (2) weeks of vacation time. If an employee fails to use vacation earned during the fiscal year in excess of the maximum permitted carry over, he/she shall lose the same. Notwithstanding the foregoing, if the Employer unreasonably denies a vacation request, then the employee will be entitled to carry over the vacation requested into the following fiscal year for use. No employee may sell back unused vacation at the end of the year.

Employees may anticipate and use up to two (2) weeks of vacation that is not yet earned. However, if the employee has used said two (2) weeks of unearned vacation and either quits, retires, or is otherwise terminated from employment before the vacation time would become earned, the County shall be allowed to withhold and recoup this unearned vacation pay income from the employee's final paycheck.

#### Section 7 - Vacation Scheduling

Requests for vacations for the fiscal year may be submitted beginning December 1st of each fiscal year. Requests for vacations between December 1st and February 29th will be awarded on a first come first served basis. Vacation requests received by the Sheriff at the same time will be resolved in favor of the senior employee.

Vacations for the period of March 1st through November 30th will be awarded on the basis of seniority, provided the request for vacation is submitted prior to March 1st of each year. Vacation requests submitted after March 1st will be filled on a first come first serve basis. Vacation requests submitted after March 1st that are received by the Sheriff at the same time, will be resolved in favor of the senior employee.

Any vacation time that is not used on or before October 1st of each year shall be scheduled for use between October 1st and November 30th. Failure on the part of an employee to schedule unused vacation during the last two (2) months of the fiscal year will result in the Sheriff being able to schedule the time off on a mandatory basis to meet the efficient operating needs of the Department.

Vacation schedules may be adjusted by the Sheriff to accommodate seasonal operations, emergencies, work assignments, or the number of personnel in particular ranks.

## **ARTICLE 18**

### **HOLIDAYS**

#### **Section 1 - Recognized and Observed Paid Holidays**

The following days shall be recognized and observed as paid holidays:

Christmas Eve      July 4<sup>th</sup>

|                 |                            |
|-----------------|----------------------------|
| Christmas Day   | Labor Day                  |
| New Year's Day  | Veteran's Day (Nov. 11)    |
| President's Day | Thanksgiving Day           |
| Easter Sunday   | Day after Thanksgiving Day |
| Memorial Day    |                            |

### Section 2 - Compensation

Deputies who do not work on a holiday, as defined in Section 1, shall receive eight (8) hours holiday pay at their hourly adjusted base rate of pay.

Effective December 1, 2003, deputies who work on a holiday, as defined in Section 1, shall receive in addition to the eight (8) hours straight time holiday pay, double time for all regularly scheduled hours worked on the holiday. However, deputies who work overtime hours on a holiday shall receive double time and a half for those additional overtime hours (in addition to holiday pay).

### ~~Section 3 - Recognized Holidays~~

~~The Employer agrees to provide to employees covered by this Agreement all recognized holidays provided to all County employees not less than a total of ten point five (10.5) days.~~

~~The Union will be allowed to balance equal application of days to the employees.~~

### **ARTICLE 19** **PERSONAL DAYS**

Each year three (3) days with full pay may be used by non-probationary employees for personal leave for the purpose of attending to personal, legal, household or family matters that require absence during working hours. The Sheriff may grant a probationary

employee up to three (3) personal days during the probationary period. Except in emergencies, the employee shall request such leave on a form provided by the Employer, processed by the Sheriff, at least two (2) working days in advance of the day to be taken.

**ARTICLE 20**  
**SICK LEAVE**

Section 1 - Purpose

For the purposes of this Article, "Sick Leave," may be used for illness, disability or injury of the employee or an employee's immediate family (immediate family defined in this section as spouse or children); non-job-related injury for which the employee is under a doctor's care; or quarantined because of communicable disease in the family of the employee.

Section 2 - Accumulation

All employees covered under this Agreement will accrue sick days at the rate of one (1) day per month. Sick leave shall be taken in not less than one (1) hour increments.

Sick leave may be accumulated to ~~one hundred eighty (180)~~ two hundred and forty (240) days maximum.

Section 3 - Credit Upon Retirement

Upon retirement from the Sheriff's Department, an employee may apply all accrued sick leave toward retirement in accordance with Public Act 84-812. Also, the Employer will allow the employee to accrue up to two hundred and forty (240) days of sick leave to be used in accordance with this Section only.

Section 4 – Notification

Except in cases of emergencies, the employee will notify his shift supervisor at least two (2) hours in advance, or as soon as practicable, of the start of the shift for which sick leave is being requested.

#### Section 5 - Return to Work

- A. If an employee is absent from work because of illness, or a non-job related accident for three (3) or more consecutive work days, upon the employee's return to work such employee shall be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits if sick leave abuse is suspected. Such certificate shall be obtained at the expense of the employee. If it's necessary for the protection of public health and safety, the Employer may require the employee to be examined by a licensed physician before returning to work at the expense of the Employer.
- B. If an employee is absent from work because of illness and claims sick leave under this Article either the day before or after his vacation, holiday or days off on more than two (2) occasions annually, the employee may be required to present a certificate signed by a licensed physician in order to qualify for sick leave benefits. Such certificate shall be obtained at the expense of the employee. The Sheriff may require a physician of his choosing to examine the employee at the expense of the County of Tazewell for the sole purpose of determining if the employee was/is fit for duty.

#### Section 6 - Working on Sick Leave

Employees taking an authorized sick leave day are prohibited from working any outside employment during those days absent from the department.

Section 7 - Sick Leave Abuse Sanctions

For the purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 of this Article. Upon sufficient evidence of the abuse of such sick leave, the employee shall not be paid for such leave taken.

"Abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

Section 8 - Light Duty

~~Except as otherwise provided by law, t~~There shall be no light duty assignments for bargaining unit employees.

Section 9 - Transfer of Accrued Leave

Bargaining unit members shall be allowed to transfer accrued paid leave to another bargaining unit member who is either catastrophically ill or injured as the result of a non-duty related injury or illness and is out of, or will be out of, accrued paid leave.

**ARTICLE 21**  
**FUNERAL LEAVE**

If death occurs in the immediate family of an employee, three (3) days leave will be allowed that employee at full pay. Such days will not be charged to vacation, sick leave or personal days. If additional leave is necessary, the employee may request the use of accrued paid leave. This request must be approved by the Sheriff, which shall not be unreasonably denied.

For purposes of this Section, "immediate family" is defined as the spouse, son (including step or adopted), daughter, (including step or adopted), brother, sister, mother

(including step), father (including step), mother-in-law (including step), father-in-law (including step), and grandparents (including step) of the employee.

Evidence satisfactory to the Sheriff must be presented as to the death and relationship to the employee.

**ARTICLE 22**  
**UNPAID LEAVES OF ABSENCE**

**Section 1 - Criteria for Unpaid Leaves**

Leaves of absence without pay may be granted for health, educational, personal, or military reserve purposes. Leaves of absence may only be granted by the Sheriff in his sole discretion, who must immediately notify the County Administrator and the Payroll Department. Leaves may be granted with the following understanding between the Sheriff and the employees:

- A. Whether the position is held open is a determination to be made by the Sheriff. In cases where the position is held open, the position may be filled with a temporary employee. In cases where the position is not held open, employees on leave wishing to return will be considered for the first position open of like pay and classification.
- B. During the leave of absence, an employee does not accrue credit for benefits. Both evaluation dates and benefit dates are adjusted to reflect the time off during the leave of absence.

**Section 2 - Prohibition Against Misuse of Leaves**

Any leaves granted pursuant to the terms under Article 22 shall not be used for the purpose of securing other employment. An employee during such leave may not be

gainfully employed or independently self-employed without prior approval by the Sheriff. Violation of the provisions contained within this Agreement may subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the terms of this Agreement.

**ARTICLE 23**  
**INSURANCE**

Section 1 - County Contributions

All bargaining unit employees will be offered the County's group insurance program at the time of employment. If the employee elects and qualifies, premium payments will be made through payroll deductions. Tazewell County's monthly insurance premiums effective December ~~2018-2021~~ are as follows.

- A. Premiums for dependent coverage are in addition to any applicable single health premiums.
- B. Employee Health - Total monthly premium is ~~\$1022.86~~1137.73. County pays ~~\$849.76~~925.76 and Employee pays ~~\$173.10~~211.96.
- C. Medical Reimbursement - Total monthly premium is \$535.68. County pays \$489.26 and Employee pays \$46.42.
- D. Family Medical Reimbursement - Total monthly premium is ~~\$568.13~~626.30. County pays ~~\$484.93~~524.16 and Employee pays ~~\$83.20~~102.14.
- E. Dependent Health No Spouse - Total monthly premium is ~~\$820.22~~889.99. County pays ~~\$491.02~~532.85 and Employee pays ~~\$329.20~~357.14.
- F. Full Dependent Health - Total monthly premium is ~~\$1,027.94~~1114.16. County pays ~~\$597.52~~648.68 and Employee pays ~~\$430.42~~465.48.



- G. Medicare - Total monthly premium is ~~\$365.33~~406.35. Employee pays this premium.
- H. Dependent Medicare - Total monthly premium is ~~\$356.33~~406.35. Employee pays this premium.
- I. Term life insurance with face value of \$25,000.00 - Total monthly premium is ~~\$6.42~~6.73. County pays this premium.
- J. Dental - Total monthly premium is ~~\$31.70~~35.26. County pays this premium.
- K. Dependent Dental - Total monthly premium is ~~\$83.44~~88.42. County pays ~~\$18.78~~20.84 and Employee pays ~~\$64.66~~67.58.
- L. Employee Optical - Total monthly premium is \$12.50. County pays this premium.
- M. For the period of December 1, ~~2018-2021~~ through November 30, ~~2020~~2024, any premium increases will be shared equally between the Employee and the Employer. Effective December 1, ~~2020~~2021, any premium increases will be shared and split between the Employee and Employer, with the Employer paying 60% of any increase and the Employee paying 40% of any increase.

In the event the Employer is required to change the level of benefits through no fault, initiation or decision of the Employer (i.e. policy cancellation, but not premium increases or decreases), the Employer agrees:

- A. No changes will be made without sixty (60) days prior written notice to the Union; and

- B. Should the Union notify the Employer of its desire to bargain over the changes and/or the impact thereof, no changes shall be made until the parties have concluded such bargaining. Should an impasse arise in such bargaining, the parties shall resolve the impasse by arbitration using the procedures of Section 14 of the Act. The arbitrator/arbitration panel shall have the authority to issue awards retroactively effective to the date the Union demanded bargaining.

In the event the Employer wishes to change carriers and maintain the same level of benefits, a representative of the local Union will be invited to participate in discussion.

#### Section 2 - Retirement

Any employee covered by this Agreement who is retired or retires before December 1, 1993 will be provided the same medical and life insurance on the same terms and conditions as active employees with the exception of the 25% family dependent premium payment by the Employer which the retired employee shall pay, except that a retiree who has qualified for I.M.R.F. benefits reaches age sixty-five (65), the County's contribution toward the medical insurance premium will be applied to a supplemental Medicare policy.

Any employee covered by this Agreement who retires after November 30, 1993 will be provided the same medical and life insurance on the same terms and conditions as active employees, but shall pay forty percent (40%) of the premium costs for the employee only. No dependent coverage will be paid by the Employer. Should the retired employee elect dependent coverage, they shall pay all of the same. Any retired employee who qualifies for I.M.R.F. benefits, the County's contribution toward medical insurance

premiums will be applied to a supplemental Medicare policy to which the employee will pay forty percent (40%).

If a deputy retires prior to November 30, 1993 and accepts employment that offers another health plan for which the retiree qualifies, the retired employee must enroll in the new plan. The County's policy will become the secondary provider until such time as the retiree is no longer covered by a health care plan of another employer.

For the purposes of this Article, an employee shall be considered a retiree when that employee meets the following criteria:

- A. terminates the employment with the County for any reason other than "just cause discharge;"
- B. meets the following requirements:
  - 1) must have participated a minimum of twenty (20) years in the I.M.R.F. (SLEP) program; and
  - 2) must have attained age fifty-five (55) or the minimum age required by I.M.R.F. or SLEP.

#### Section 3 - Liability Insurance

The County will continue to maintain personal and vehicle liability insurance for each officer during the term of this Agreement.

#### Section 4 - Insurance Committee

- A. Cost Review: The County and this bargaining unit agree to participate in an insurance committee established countywide to review ways to control or reduce insurance costs. The Insurance Committee may make recommendations to the County Board for changes in health care coverage

that will reduce or minimize increases in health care premiums. One representative from the P.B.L.C. Deputy's bargaining unit, along with six (6) management representatives and other County bargaining unit representatives will be eligible to participate as committee members. Recommendations may be made with a two-thirds majority of those representatives identified by this section. All changes are subject to approval of the County Board. Any savings generated by plan changes different than those that exist upon execution of this Agreement result in a decrease in premium costs shall be passed directly to the dependent premium increases in the first and second year of this Agreement and thereafter all reductions resulting from changes in health care coverage which result in a premium savings shall be passed along proportionately to the employee and dependent coverage premiums.

- B. Benefit Denial Review: The Insurance Committee may also review disputed claims of employees prior to appealing to the Plan Administrator. The review shall be initiated and completed within the time limits prescribed for review under the Health Insurance Plan and this Committee shall only have the authority and power to recommend to the Plan Administrator the disposition of any disputed claim under the Plan benefits. The Plan Administrator's decision shall be final and non-grievable notwithstanding any other provisions contained herein.

Section 4.1 - Alternate Insurance Study

The County and this bargaining unit agree to participate in an insurance study where either party may present alternative methods of providing insurance to the bargaining unit. This Committee may make advisory recommendations to the County Board and the Union for changes in health care plans.

#### Section 5 - Survivor's Insurance

The Employer agrees to provide, without charge, the same health insurance coverage and benefits provided to bargaining unit employees to the surviving spouse and all dependents of an employee who dies as a result of performing his/her official duties.

Such surviving spouse and/or dependents shall continue to be provided coverage and benefits by the Employer until, in the case of the spouse, such time as he or she may remarry or otherwise becomes eligible for other insurance or Medicare, and in the case of dependents, until such time as they no longer qualify for coverage under the terms of the plan.

The costs of such coverage and benefits shall be fully paid by the Employer. For purposes of this section only, the phrase "while performing his/her official duties" shall include all supervisory and other law enforcement activities in which a deputy might engage in during the normal course of service. The Employer shall not be required to provide this benefit to the surviving spouse or dependents of an employee who dies as a result of natural or other causes or suicide.

#### Section 6 - Union Insurance Plan

~~At the conclusion of the Employer's contract year for health insurance following December 1, 2013, the Union shall be free to continue participation in the Employer's health plan per the terms of this Section of the Agreement, or, at the option of the Union,~~

~~to enter into any other health plan for active bargaining unit members and retirees. If the Union intends to seek its own health plan, the Union is hereby required to provide no less than thirty (30) day's notice in advance of the open enrollment period for the next plan year for health insurance.~~

~~In the event that the Union chooses to participate in a different health plan, Sections 1 and 4 hereof shall become null and void of the first day that the new Union plan provides coverage. From that point forward, the Employer will pay the actual costs of coverage (premium) for the Union health plan on a monthly basis as proscribed by the vendor chosen by the Union. The Employer's contribution to the monthly premium for the employees shall not exceed the following amounts:~~

|  |                             |
|--|-----------------------------|
| <del>Single</del>  | <del>\$849.76/month</del>   |
| <del>Single plus spouse<br/>[Dependent Health &amp; Employee Health]</del>             | <del>\$1,447.28/month</del> |
| <del>Single plus children<br/>[Dependent Health No Spouse &amp; Employee Health]</del> | <del>\$1,340.78/month</del> |

~~Medical Reimbursement—County pays \$489.26/ month~~

~~Family Medical Reimbursement—County pays \$484.93/month~~

~~Medicare—Total monthly premium is \$365.33 Employee pays this premium.~~

~~Dependent Medicare [Dependents Only]—Total monthly premium is \$365.33 Employee pays this premium.~~

~~Term life insurance with face value of \$25,000.00—Total monthly premium is \$6.12 County pays this premium.~~

~~Dental – County Pays \$31.70/month~~

~~Dependent Dental – County pays \$18.78/month~~

~~Employee Optical – County pays \$12.50~~

~~Any charge over and above the Employer's portion of the monthly premium shall be paid by the employee through regular bi-weekly payroll deduction. The Employer is responsible for remitting the monthly premium to the vendor chosen by the Union in a timely manner.~~

Section 7 - Affordable Care Act (ACA) Compliance

Notwithstanding any language in Article 23 to the contrary, if the Employer loses their grandfather plan for any reason, then in that event, insurance coverage and benefits shall be as prescribed under the Affordable Care Act as close to the benefits held under the grandfathered plan as possible without any additional premium contribution from the Employer under Section 1 or 6.

**ARTICLE 24  
INDEMNIFICATION**

Section 1- Employer Responsibility

The Employer shall adhere to the applicable provisions and conditions set forth in 65 ILCS 5/1-4-6. The maximum amount of liability shall be in the amount set forth in 65 ILCS 5/1-46, or the Tazewell County liability insurance limit one million dollars (\$1,000,000.00) per incident, plus one million dollars (\$1,000,000.00) umbrella, with a total of two million dollars (\$2,000,000.00) per each fiscal year.

Section 2 - Legal Representation

Officers shall have legal representation by the Employer in any civil cause of action brought against an officer resulting from or arising out of the performance of duties, pursuant to 65 ILCS 5/1-4-6.

Section 3 - Cooperation

Officers shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising out of this Article.

Section 4 - Applicability

The Employer shall provide the protection set forth above, so long as the officer is acting within the scope of his employment and where the officer cooperates, as defined in Paragraph entitled "Cooperation," with the Employer in defense of the action or actions or claims.

**ARTICLE 25**  
**SAFETY ISSUES**

Section 1 - Safety Committee

There shall be a Safety Committee comprised of not more than three (3) officers, one (1) on each shift; members of the Committee will be agreed to by the Union and the Sheriff. The Safety Committee and the Sheriff will meet to discuss safety issues at such times as is deemed necessary, provided that seventy-two (72) hours notice is given by the party asking for the meeting.



Section 2 - Safety Complaints

Complaints regarding the safety of a piece of equipment shall be brought to the attention of the Command Officer (Supervisor). If the defect in the equipment constitutes a hazard to the officer required to operate such equipment and the complaining officer is not satisfied with the action taken by the Command Officer (Supervisor), he may take the complaint to the Sheriff; however, the complaining officer shall abide by the Command Officer's (Supervisor's) decision until such time as the dispute can reasonably be brought to the attention of the Sheriff. The Sheriff will resolve the dispute between the Command Officer (Supervisor) and the complaining officer.

The Sheriff shall take all reasonable steps to assure that all equipment necessary to the performance of the officers on duty is in safe working condition.

**ARTICLE 26**  
**BULLETIN BOARDS**

The Employer shall provide the Union with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Union.

**ARTICLE 27**  
**PHYSICAL FITNESS**

Section 1 - Agreement in Principle

Both the Union and the Department hereby acknowledge the importance of physical health and well being in each officer's continued performance of his/her duties with the Sheriff's Department. For these purposes, the parties agree that this physical fitness testing program shall be implemented upon signing of this Agreement.

Section 2 - Test

The Sheriff adopts the Secretary of State Physical Fitness Program as it exists on December 1, 1989, and the same is hereby incorporated herein by reference. Those who successfully complete the test each year shall be eligible for the achievement bonus provided for in Section 3 herein. The test shall remain the same during the duration of this Agreement. Results of the skin fold test shall not be used to determine eligibility.

Section 3 - Achievement Bonus

All employees covered by this Agreement, upon successful completion of the Section 2 test, shall receive a bonus of \$400.00.

**ARTICLE 28  
WAGES**

Section 1 - Base Pay Rates

All current full-time employees shall receive an annual wage increase as follows:

|   |  |                                 |                 |
|---|--|---------------------------------|-----------------|
| Effective December 1, <del>2018</del> <u>2021</u> | <del>2.755.0</del> <u>2.755.0</u> % Starting | <del>\$47,101.2051,959.97</del> | Formatted Table |
| Effective December 1, <del>2019</del> <u>2022</u> | <del>2.504.0</del> <u>2.504.0</u> % Starting | <del>\$48,278.7354,038.37</del> |                 |
| Effective December 1, <del>2020</del> <u>2023</u> | <del>2.503.0</del> <u>2.503.0</u> % Starting | <del>\$49,485.6955,659.52</del> |                 |

|   |                                     |            |                                 |                 |
|---|-------------------------------------|------------|---------------------------------|-----------------|
| Effective December 1, <del>2018</del> <u>2021</u> | <del>2.755.0</del> <u>2.755.0</u> % | 1yr Deputy | <del>\$61,089.5567,391.32</del> | Formatted Table |
| Effective December 1, <del>2019</del> <u>2022</u> | <del>2.504.0</del> <u>2.504.0</u> % | 1yr Deputy | <del>\$62,616.7970,086.97</del> |                 |
| Effective December 1, 2020                        | <del>2.503.0</del> <u>2.503.0</u> % | 1yr Deputy | <del>\$64,182.2172,189.58</del> |                 |

For all lateral hires with five (5) or more years of experience as a police officer in Illinois, said lateral hires shall be paid a starting base rate halfway between the "Starting Rate" for newly hired deputies with no experience and the wage rate for "1st Year" deputies, as follows:

Formatted: Indent: First line: 0.5", Line spacing: Double

Effective December 1, 2021 5.0% Lateral Hire \$59,675.65

Effective December 1, 2022 4.0% Lateral Hire \$62,062.67

Effective December 1, 2023 3.0% Lateral Hire \$63,924.55

Formatted: Justified, Indent: Left: 0"

Formatted: Font: Bold

(Sergeant's rank differential shall increase to 15% above Deputy effective December 1, 2012)

The straight time hourly wage shall be determined by dividing the annual salary by two thousand eighty (2,080) hours. The biweekly straight time payments shall be determined by multiplying the hourly rate times eighty (80) hours and the new rate shall be effective on the dates indicated herein above for the duration of this Agreement.

All employees on the payroll as of the date of ratification of this Agreement and those who retired in good standing on or after December 1, ~~2018-2021~~ shall be eligible for and shall receive a retroactivity check for all hours paid since December 1, ~~2018~~2021.

#### Section 2 - Educational Additions

Any deputy who qualifies for educational additional pay shall be paid in accordance with the following schedule:

- A. Associate Degree in Law Enforcement: Five hundred seventy two dollars (\$572.00) per year
- B. Bachelor's Degree in Law Enforcement: One thousand one hundred forty four dollars (\$1,144.00) per year
- C. Master's Degree in Law Enforcement: One thousand seven hundred sixteen dollars (\$1,716.00) per year

Educational pay under this schedule for deputies shall be a part of the regular hourly adjusted base rate. Deputies who have an Associate's Degree, Bachelor's Degree

or Master's Degree in the following areas qualify for the above mentioned additions: Criminal Justice related, Public Administration, English, Sociology, Counseling, Psychology, Organizational Leadership, Business Administration, Communications, Information Technology or Labor Relations. All other degrees will received one-half (1/2) compensations for the respective degrees as provided in this section.

Any employee who takes nine (9) hours per year in classes related to the police protection profession will be paid \$100.00 for every nine (9) hours that they pass on an annual basis related to a college degree and police protection.

### Section 3 - Longevity

The base pay rate shall include any earned longevity to be determined as follows:

For each year of service, excluding fiscal year 1984, after the first (1st) year of service up to ten (10) years of service, a two percent (2%) longevity increase shall be added to the base pay rate.

On the fifteenth (15th) anniversary of each employee covered under this Agreement such employee shall receive a three percent (3%) longevity increase that shall be added to the base pay rate.

On the seventeenth (17th) anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity increase that shall be added to the base pay rate.

Effective after December 1, 2002, on the twenty-first (21st) anniversary of each employee covered under this Agreement, such employee shall receive a ~~two-three~~ percent (~~23~~%) longevity increase that shall be added to the base pay rate.

Longevity time starts from the time that such employee was appointed to be a Deputy Sheriff.

On the 25th anniversary of each employee covered under this Agreement, such employee shall receive a two percent (2%) longevity bonus that shall be added to the base rate.

#### Section 4 - Shift Differential

Deputies assigned to second (2nd) ~~shift shall receive an additional fifty-cents (\$0.50) per hour added to their adjusted base pay, and Deputies assigned to;~~ third (3rd) ~~shift, or a swing shift~~ shall receive an additional ~~forty-sixty-cents (\$0.4060)~~ per hour to be added to their adjusted base pay. ~~A s~~Swing shift shall be defined as "any combination of first (1st), second (2nd), and third (3rd) shifts." ~~When and~~ a deputy ~~is~~ assigned to ~~second work a swing shift (2nd), third (3rd), or swing shift, such deputy~~ shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift. ~~However, Deputies assigned to work the Courthouse are not eligible for, and shall not receive, any shift differential pay for any hours worked as part of the assignment to the Courthouse, even if some of those hours are worked during second or third shift.~~

#### Section 5 - Regular Hourly Adjusted Base Rate

The regular hourly adjusted base rate is the base rate per hour to be added to their adjusted base pay. ~~Swing shift shall be defined as "any combination of first (1st), second (2nd), and third (3rd) shifts." When a deputy is assigned to second (2nd), third (3rd), or swing shift, such deputy shall receive the additional pay only for the hours worked on second (2nd) or third (3rd) shift.~~

#### Section 6 – Regular Hourly Adjusted Base Rate

← Formatted: Indent: First line: 0.5"

The regular hourly adjusted base rate is the base rate plus longevity, educational pay and shift differential.

Section 7 - Working Out of Classification

Any Deputy assigned by the Sheriff to be in charge of the shift during the Sergeant's absence shall be compensated at the Sergeant's wage during all hours so assigned, but only if the employee is ordered by the Sheriff or the Chief Deputy to take charge of the shift.

Section 8 – Detective, Canine, MEG Assignment and Field Training Officer

Any Deputy assigned to the Detective Division, as a MEG Agent, or as a Canine Officer, as a Crime Prevention Officer, as a member of CIERT/ILEAS (Central IL Response Team), or assigned to and actively working as an Accident Reconstruction Officer, shall receive \$600.00 added to their annual base wage. A Deputy designated as a Field Training Officer shall receive a stipend equivalent to one (1) hour of overtime pay for each shift that the Deputy spends any time actively performing duties as a Field Training Officer. This is a cash stipend per shift and shall therefore not be compounded by overtime and/or holiday overtime requirements.

**ARTICLE 29**  
**MISCELLANEOUS PROVISIONS**

Section 1 - Work Rules and Personnel Policies

To the extent that the Tazewell County Sheriff's Work Rules, Merit Commission Rules and Regulations and Procedures, the Tazewell County Employees Personnel Policies Handbook does not conflict with the provisions of this Agreement, such policies shall continue in full force and effect.

Section 2 – Uniform / Clothing Allowance

Employer shall pay Deputies a Uniform/Clothing Allowance in the amount of One Thousand and One Hundred Dollars (~~\$1000~~1100.00) per year. Additionally, Deputies first assigned to the Detective Division on or after December 1, 2015 shall also receive a clothing allowance at the time of the assignment in the amount of Three Hundred Dollar (\$300.00). Employer shall also provide Deputies with one (1) long sleeve uniform shirt, one (1) short sleeve uniform shirt, and one (1) pair of uniform pants annually as needed. Requests for payment of the uniform/clothing allowance, and for provision of any uniform shirt or uniform pants, must be approved by the Sheriff.

The Employer will replace each employee's ballistic vest every five (5) years or upon the manufacturer's expiration date, whichever is sooner. The ballistic vest shall be worn at all times by the employee purchasing the vest, unless otherwise authorized by the Sheriff.

Section 3 - Printing of Agreement

The Employer shall be responsible for the printing of necessary copies of this Agreement and shall provide the Union an opportunity to proof the Agreement prior to printing. The cost of printing this Agreement shall be equally shared by both parties. The Employer shall distribute one (1) copy to each bargaining unit employee covered by this Agreement, and shall also provide each new bargaining unit employee, regardless of Union membership or status, upon employment.

Section 4 - Authorized P.B.L.C. Representatives

With the approval of the Sheriff or his designee, authorized representatives of the National or State Union shall be permitted to visit the Department during working hours

to talk with officers of the local Union and/or representatives of the Employer concerning matters covered by this Agreement, so long as such visit does not interfere with the operation of the Sheriff's Department.

#### Section 5 - Right to Examine Records

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's consent. The above records shall not be accessed without the Sheriff or his designee in attendance.

#### Section 6 - Replacement and Repair

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, cell phone (up to \$75) and personal effects if such are damaged or lost, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor.

#### Section 7 - Family Immunization

The Employer agrees to pay all expenses for inoculation or immunization shots, at a facility designated by the Sheriff, for the employee and for members of an employee's family when such becomes necessary as a result of said employee's exposure to contagious diseases where said officer has been exposed to said disease in the line of duty. Subject to supervisor approval, the employee shall be allowed release time to receive such inoculation or immunization shots.



Section 8 - Comp Time Pool

Each employee will be allowed to assign up to three (3) hours comp time to a comp time pool for authorized use by a Union member for the purpose of conducting State Union and Labor Council business. Use of the comp time pool shall not cause overtime to the Department, nor count towards the maximum forty (40) hour comp time accumulation.

Section 9 - Alcohol and Drug Testing

- A. Statement of Policy: It is the policy of Tazewell County and the Illinois Fraternal Order of Police Labor Council that the public has the right to expect persons employed by the Tazewell County Sheriff's Department to be free from the effects of drugs and alcohol. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any established rights of bargaining unit employees.
- B. Prohibitions: Employees shall be prohibited from:
  - 1) Consuming or possessing alcohol, unless in accordance with duty requirements, at any time during the work day or anywhere on any County premises, job sites, including all County buildings, properties, vehicles and the employee's personal vehicle while engaged in County business;

- 2) Illegally consuming, possessing, selling, purchasing or delivering any illegal drug;
- 3) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs that they are taking.

This section is not intended to limit the duty of the Employer to enforce the laws of the State of Illinois and all regulations of the Tazewell County Sheriff's Department, or to restrict the Employer's right to require prospective hires to submit to a drug screening procedure.

- C. Drug and Alcohol Testing: When the Sheriff has reasonable suspicion to believe that an employee is under the influence of alcohol or drugs during the course of the work day, the Sheriff shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Employees who test positive for either prescribed drugs or alcohol by virtue of the employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.
- D. Order to Submit to Testing: At the time an employee is ordered to submit to testing authorized by this Agreement, the Sheriff shall provide the employee with a written notice of the order, setting forth the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The employee shall be permitted to consult with a representative of the P.B.L.C. or a private attorney at the time the order is given; provided, however, that in no circumstances may implementation

of the order be delayed longer than forty five (45) minutes. No questioning of the employee shall be conducted without first affording the employee the right to P.B.L.C. representation and/or legal counsel. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

E. Tests to Be Conducted: In conducting the testing, authorized by this Agreement, the Tazewell County Sheriff's Department shall:

- 1) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA);
- 2) ensure that the laboratory or facility selected conforms to all NIDA standards;
- 3) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of this chain of custody;
- 4) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing if requested by the employee;
- 5) collect samples in such a manner as to ensure a high degree of security for the sample and its freedom from adulteration;

- 6) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- 7) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's expense; Provided the employee makes such demand of the Sheriff or his designee within seventy-two (72) hours of receiving the results of the test;
- 8) require that the laboratory or hospital facility report to the Sheriff that a blood or urine sample is positive only if both the initial screening and subsequent confirmatory test indicate the presence of a substance. Should any information concerning such testing or the results thereof be used herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interests;
- 9) require that with regard to alcohol testing, for the purpose of determining whether or not the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive. This shall not preclude the Employer from

attempting to show that lesser test results, i.e., below .02, demonstrate that the employee was under the influence of alcohol, but the Employer shall bear the burden of proof in such cases. The Employer shall also be permitted to offer and the employee shall be required to submit to a breathalyzer test administered by non-bargaining unit personnel, provided that such breathalyzer test shall be conducted by qualified personnel in an area which affords privacy;

- 10) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results at no cost to the employee;
- 11) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty with pay during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

F. Right to Contest: The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the test, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished,

or otherwise impair any constitutional rights that employees may have with regard to such testing. Employees retain any such constitutional rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Labor Council.

- G. Voluntary Requests for Assistance: The Employer shall take no adverse employment action against an employee who prior to any mandatory testing and for the first time voluntarily seeks treatment, counseling or other support for an alcohol or prescribed drug problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer may make available through its Employee Assistance Program (if available) a means by which the employee may seek referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

All employees who voluntarily seek assistance with a prescribed drug and/or alcohol related problem, shall not be subject to any disciplinary or other adverse employment action by the Employer. The foregoing is conditioned upon:

1. the employee agreeing to the appropriate treatment as determined by the physician(s) involved;
2. the employee discontinues his abuse of the drug or abuse of alcohol;
3. the employee completes the course of treatment prescribed, included an "after-care" group for a period of up to twelve (12) months;

4. the employee agrees to submit to random testing during hours of work during the period of "after-care" for a period of not more than one (1) year.

Employees who do not agree to or act in accordance with the foregoing, or who test positive for drugs, or test positive for alcohol shall be subject to discipline, up to and including discharge, based on the facts and circumstances of the particular case. Employees who test positive for either prescribed drugs or alcohol by virtue of the employer having reasonable suspicion are subject to random testing for period not to exceed one (1) year from the date of the confirmed positive test result as a condition of continued employment.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status through the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of a Tazewell County Sheriff's Department employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use any accumulated paid leave that he/she may have, such as compensatory time, vacation time, sick days, or personal leave days, or take an unpaid leave of absence pending treatment at their option.

- H. Discipline: The Employer shall have the right to discipline employees or recommend discipline against employees, as may be appropriate, for any violations of this Policy. Such discipline, or recommendations for such, may include discharge subject to the provisions of paragraph G. Positive

confirmed test results for any illegal drug shall result in termination of an employee.

**ARTICLE 30**  
**ENTIRE AGREEMENT / SAVINGS CLAUSE**

Section 1 - Entire Agreement/Waiver

This Agreement constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- A. any subject matter or matter specifically referred to or covered in this Agreement; and
- B. subjects or matters that arose as a result of the parties proposals during bargaining but which were not agree to.

Section 2 - Savings Clause

If any Article of Section of this Agreement or any addenda thereto shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if any compliance with or enforcement of any Article or Section should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby, and the parties shall immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE 31**



**DURATION**

**Section 1 - Term of Agreement**

This Agreement shall be effective from December 1, ~~2018~~2021, and shall remain in full force and effect until November 30, ~~2021~~2024. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

**Section 2 - Continuing Effect**

Notwithstanding any provision of this Article of Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this

\_\_\_\_\_ day of \_\_\_\_\_, ~~2020~~2022.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Tazewell County Board Chairman

\_\_\_\_\_  
Policemen's Benevolent Labor Committee

\_\_\_\_\_  
Tazewell County Sheriff

\_\_\_\_\_  
Tazewell County P.B.L.C.

\_\_\_\_\_

\_\_\_\_\_

Tazewell County Clerk

(SEAL)

Tazewell County P.B.L.C.

\_\_\_\_\_  
Tazewell County P.B.L.C.

\_\_\_\_\_  
Tazewell County P.B.L.C.

\_\_\_\_\_  
Tazewell County P.B.L.C.

**APPENDIX A**



**POLICEMEN'S BENEVOLENT & PROTECTIVE ASSOCIATION  
LABOR COMMITTEE**

840 South Spring Street, Suite A  
Springfield, Illinois 62704  
217/523-5141 • Fax: 217/523-7677

Tazewell County Sheriff's Office Unit # 199

**OFFICIAL DUES DEDUCTION FORM**

I, the undersigned, hereby authorize the regular monthly deduction of dues and assessments levied by the Policemen's Benevolent Labor Committee. Said dues, to be deducted twice per month, shall be remitted and made payable to the Policemen's Benevolent Labor Committee at 840 South Spring Street, Suite A, Springfield, Illinois 62704. Any objection to said dues may be processed through the Illinois State Labor Relations Board pursuant to the Board's Rules and Regulation. The Labor Committee certifies that all dues and assessments will be utilized for the sole purpose of collective bargaining, contract administration, and/or the legal defense of its members. The Labor Committee further certifies that the full amount of fair share dues covers only the cost of collective bargaining and contract administration.

Full membership @ \$35.00 per month

Signature: \_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX B**

**POLICEMEN'S BENEVOLENT LABOR COMMITTEE**  
840 South Spring Street, Suite A, Springfield, Illinois 62704  
217/523-5141 • Fax: 217/523-7677

**GRIEVANCE**

(Use additional sheets where necessary)

Department: Tazewell County Sheriff's Office Date Filed: \_\_\_\_\_

Grievant's Name: \_\_\_\_\_  
Last First M.I.

**STEP ONE**

Date of incident or Date knew of Facts Giving Rise to Grievance: \_\_\_\_\_

Article(s) and Section(s) of Contract violated: \_\_\_\_\_

Briefly state the facts: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Remedy Sought: \_\_\_\_\_

\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

PBLC Representative Signature

**EMPLOYER STEP ONE RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Employer Representative Signature

Position

Person to Whom Response Given

Date

**STEP TWO**

Reasons for Advancing Grievance: \_\_\_\_\_

\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

PBLC Representative Signature

**EMPLOYER'S STEP TWO RESPONSE**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Grievant's Signature

Position

**STEP THREE**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
PBLC Representative Signature

**EMPLOYER STEP THREE RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**STEP FOUR**

Reasons for Advancing Grievance: \_\_\_\_\_  
\_\_\_\_\_

Given to: \_\_\_\_\_ Date/Time: \_\_\_\_\_

\_\_\_\_\_  
Grievant's Signature

\_\_\_\_\_  
PBLC Representative Signature

**EMPLOYER'S STEP FOUR RESPONSE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employer Representative Signature

\_\_\_\_\_  
Position

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**REFERRAL TO ARBITRATION by  
The Policemen's Benevolent Labor Committee**

\_\_\_\_\_  
Person to Whom Response Given

\_\_\_\_\_  
Date

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to approve an Administrative Services Agreement renewal agreement with IPMG (Insurance Program Managers Group); and

WHEREAS, IPMG will continue to provide Administrative Services for the County's health, dental and vision benefits plan; and

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

\_\_\_\_\_

Tazewell County Clerk

\_\_\_\_\_

Tazewell County Board Chairman

# IPMG EMPLOYEE BENEFIT SERVICES



## Administrative Services Agreement

*with*

## Tazewell County



Table of Contents

**Table of Contents** .....2

**RECITALS** .....3

1. **Definitions**.....3

2. **Agreement Operation**.....4

3. **Services**.....5

4. **Term and Termination** .....9

5. **Fees**.....10

6. **Data**.....11

7. **Confidentiality**.....11

8. **Intellectual Property Rights**.....12

9. **Warranty**.....12

10. **Indemnification** .....12

11. **Limitation of Liability**.....13

12. **General Provisions**.....13

**FEE SCHEDULE**.....16

**Fee and Commission Disclosure Statement** .....18



This IPMG ADMINISTRATIVE SERVICES AGREEMENT ("Agreement") is made and entered into effective **December 1, 2022** ("Effective Date") by and between Total Broker Benefits, LLC – DBA IPMG Employee Benefit Services, its principal place of business at 225 Smith Rd., St. Charles, Illinois 60174 ("IPMG") and Tazewell County, a corporation with its principal place of business at 11 S. 4<sup>th</sup> Street Suite 114, Pekin, IL 61554 ("Client"). All references to this Agreement shall include the schedules and exhibits to this Agreement unless otherwise specified. IPMG and Client may be referred to herein as a "Party" or collectively as the "Parties."

## RECITALS

WHEREAS, Client has established a Benefits Plan (the "Plan") for eligible participants (the "Participants");

WHEREAS, IPMG and its affiliates are in the business of providing certain benefit data processing and administrative services to its customers throughout the United States;

WHEREAS, Client has agreed to engage IPMG to provide the Base Services and any Additional Services (as such terms are defined below) to Client and its affiliates; and

WHEREAS, Client desires that IPMG provide Client and its affiliates with certain IPMG services pursuant to this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Definitions

The following capitalized terms shall have the meaning ascribed thereto in this Agreement:

**"Addendum"** shall mean a schedule executed by the Parties that generally describes certain Additional Services and the supplemental terms and conditions that apply to IPMG's provision and Client's receipt and use of such Additional Services.

**"Additional Services"** shall mean those IPMG services that IPMG and Client desire for IPMG to provide to Client pursuant to this Agreement, and any Addendum, but excluding any Base Services.

**"Affiliate"** shall mean, with respect to any entity, any other entity that directly, or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with, such entity.

**"Base Services"** shall mean claims adjudication, data processing and administrative services set forth herein.

**"Change Order"** shall mean a written modification to the Base Services or Additional Services set forth herein, signed by representatives of both Parties.

**"Claim"** shall mean any third-party claim, damage, loss, liability, cost, or expense, including reasonable attorney's fees.

**"Client Data"** shall mean any Client employee data that Client or Client's designee supplies to IPMG for the performance of Services pursuant to this Agreement, including data collected, supplemented, or provided by IPMG.

**"Client Property"** shall mean the Client Data, any pre-existing proprietary materials, processes, or methodologies that Client specifies in connection with the Services, the Deliverables, and any Intellectual Property Rights associated therewith.

“**COBRA**” shall mean the Consolidated Omnibus Budget Reconciliation Act of 1985.

“**Confidential Information**” shall mean information and materials that a Party discloses to the other Party in the performance of this Agreement that the disclosing Party protects as confidential or proprietary, including any financial, technical, legal, marketing, network, or customer or vendor information, lists, reports, strategies, records, or data. Client’s Confidential Information shall be deemed to include the Client Property. IPMG’s Confidential Information shall be deemed to include IPMG Property and Fees.

“**Control**” (including the terms “Controlling,” “Controlled by” and “under common Control with”) means, with respect to the relationship between or among two or more entities, the possession, directly or indirectly or as trustee or executor, of the power to direct or cause the direction of the affairs or management of an entity, whether through the ownership of voting securities, as trustee or executor, by contract or otherwise, including, without limitation, the ownership, directly or indirectly, of securities having the power to elect a majority of the board of directors or similar body governing the affairs of such entity.

“**Deliverables**” shall mean those tangible, written materials developed by IPMG and specified for delivery to Client as specified herein.

“**Fees**” shall mean the fees for the Services as set forth in a Fee Schedule.

“**Fee Schedule**” shall mean a schedule that describes the applicable fees for any Services set forth herein or in any Addendum.

“**Intellectual Property Rights**” shall mean any and all copyrights, patents, trademarks, trade secrets, and any other intellectual property rights recognized under applicable law associated with or relating to a Party’s Property, and any extensions, modifications, and enhancements thereto, or derivative works thereof.

“**IPMG Property**” shall mean the IPMG data, any software, materials, technologies, methods, processes, know-how, and techniques, and any other Intellectual Property Rights used, originated, or developed in connection therewith or otherwise in connection with this Agreement (but excluding any Client Property).

“**Participant**” shall mean any employee or dependent who is eligible for benefits (and enrolled) under the Plan.

“**Qualified Beneficiary**” shall mean an employee or beneficiary who is eligible for COBRA coverage in accordance with ERISA Section 607(3).

“**Qualifying Event**” shall mean an event described in ERISA Section 603.

“**Security Breach**” shall mean any actual, potential or threatened unauthorized access to or use of any Client Data.

“**Services**” shall mean any Base Services or Additional Services.

## 2. Agreement Operation

2.1 Agreement Application. This Agreement sets forth the terms and conditions that apply to IPMG’s provision and Client’s receipt and use of the Services. The Parties expressly understand and agree that their respective Affiliates may participate in this Agreement subject to the terms and conditions set forth herein for Services executed by such Affiliate(s). An Affiliate shall be deemed to undertake the rights and obligations of IPMG or Client, as applicable, for the purposes of performance of this Agreement, and shall be deemed a “Party” to this Agreement solely with respect to the performance of such Services.

2.2 Addendums. If IPMG and Client desire for IPMG to provide Additional Services to Client, the Parties shall enter into one or more Addendums to this Agreement. Each Addendum shall reference this Agreement and be incorporated herein by reference.

2.3 Precedence. In the event of a conflict among or between the terms of this Agreement, an Addendum, or a Change Order, the following precedence shall apply to the extent of any such conflict: (i) Change Order; (ii) Addendum; then (iii) this Agreement.

### 3. **Services.**

IPMG shall provide to Client those Services as set forth herein and in accordance with any Addendum. For purposes of this Agreement, Client agrees to the Services set forth in this Agreement, as well as the elected Addendum(s) set forth below:

3.1 Claim Administration Services. The claim administration procedure contemplated by the Plan and this Agreement will be composed of the following steps:

- a. The originating step in the medical, dental or vision claim administration procedure will be the submission to IPMG of a statement for professional fees, medical, dental or vision costs, or other health care expenses by either the provider or the employee. Depending on the member's medical, dental or vision network choice, if the services are rendered by a provider who is a member of such preferred provider organization network, IPMG will discount the provider's fee based upon the Plan network's agreement with that provider as pre-arranged between the network and the provider. If the claims are to be forwarded by the health care provider directly to the Plan network, the Plan network will discount the provider's fee based on the network's agreement and forward the re-priced claim to IPMG.
- b. In circumstances in which IPMG is providing claim administrative services for a health reimbursement arrangement ("HRA"), the originating step in the HRA claim administration procedure will be the submission to IPMG of a copy of the Explanation of Benefits (EOB) from the primary carrier. IPMG will then process the HRA claim up to the Plan's HRA limits.
- c. IPMG will rely on the information provided by Client in determining employee eligibility for Plan coverage and specific Plan coverage for services requested. The Client is responsible for providing IPMG with current eligibility information (*Employee and Dependent demographic information, including, full address, email, and phone number*) and supporting documents (*Plan Document (PD), Summary Plan Description (SPD) and Summary of Benefits and Coverage (SBC)*) from previous carrier or TPA for all lines of coverage being serviced.
- d. IPMG will review the material filed in support of the claim involved. If such materials are incomplete, IPMG will request clarification from the service provider or participant or request the submission of additional information.
- e. IPMG will prepare and forward a copy of the Explanation of Benefits (EOB) or letter explaining the results of its review to the participant. When benefits are assigned, the service provider will also receive an EOB. If a claim is denied in whole or in part, the EOB will list all the items required by the Employee Retirement Income Security Act of 1974 (ERISA) and the Claims Procedure Regulations published by the Department of Labor.
- f. IPMG will process any appeals of denied claims submitted by a Participant. However, the Client is responsible for the final coverage decision of an appealed claim.
- g. Benefit payments will be drawn from the IPMG benefit payment account or the Client's benefit payment account on a weekly basis. Drafts for such payments will be prepared by

IPMG. A draft register summarizing the payable benefits will be made available to the Client via secure web portal on a [weekly] basis. Client will provide appropriate funds for the release of the payables benefits within seven calendar days following notification of the amount payable for the weekly draft register. Upon receipt of the authorization to release the draft register, IPMG will disburse the drafts directly to the payees.

3.2 COBRA Services. IPMG shall provide the following services to assist Client in complying with the requirements of COBRA.

- a. IPMG shall provide an initial COBRA notice to newly enrolled employees and to newly acquired dependents of covered employees advising them of their rights and obligations under COBRA;
- b. After Client has provided IPMG with notice of the occurrence of a Qualifying Event with respect to a Qualified Beneficiary, IPMG shall:
  - i. forward, within 14 days, the COBRA election notice via First Class US Mail to the Qualified Beneficiary advising him or her of their continuation option and the contribution required; and,
  - ii. respond within the time frames established herein to inquiries from the Qualified Beneficiary regarding his or her continuation option during the election period;
- c. If a Qualified Beneficiary does not elect coverage continuation for him/herself and, if applicable, his or her eligible dependent(s) within the COBRA election period, IPMG shall forward a letter to the Qualified Beneficiary advising of the expiration of his eligibility for coverage continuation;
- d. If a Qualified Beneficiary elects coverage continuation for him/herself or his or her eligible dependent(s) within the COBRA election period, IPMG shall:
  - i. confirm the enrollment
  - ii. IPMG shall collect 102% of the COBRA premiums from each Qualified Beneficiary, and will forward 100% of the COBRA premiums to the Client, retaining the additional 2%; and,
  - iii. issue payment to Client at the end of each month for premium payments collected by IPMG during that month;
- e. As of the end of each calendar month, IPMG shall make available via secure web portal a status report describing the status of each Qualified Beneficiary eligible for or continuing coverage;
- f. Upon timely notice from the Qualified Beneficiary to IPMG, IPMG shall forward notices to Qualified Beneficiaries who have a second qualifying event advising him or her of his or her option to extend coverage continuation;
- g. No later than 180 days prior to the end of the maximum continuation period, IPMG shall forward a letter to the Qualified Beneficiary advising of the expiration of his or her eligibility for coverage continuation.

3.3 Case Management Services. Hourly rates or per case rates as listed in the Fee Schedule for services provided by IPMG Nurse Case Management or an affiliated accredited partner organization.

3.4 Website Services. IPMG shall provide website administration in accordance with the following:

- a. IPMG will provide access to IPMG website and/or web portal for Client to be used as an employee and/or employer benefits portal. The access will include, at a minimum, employee eligibility data, benefit enrollment and election capabilities, benefit calculators, and area for company health initiatives.
- b. To the extent information is provided by Client, IPMG will upload employee demographic, plan document and applicable claims data to the web portal for access by Client or Client's broker / consultant.

- c. IPMG will host all electronic data on a secure, HIPAA-compliant network.
- d. IPMG will provide a secure interface to end-users with uniquely secure electronic sign-on and password protection.
- e. IPMG will provide online real-time reporting through the secure website for available data for all plans administered by IPMG. Plans not administered by IPMG may have limited data available.

3.4 Ancillary Services. In addition to the services described in Sections 3.1, 3.2 and 3.3 above, IPMG shall perform the following services:

- a. IPMG shall make members of its staff available to Client and Participants during normal posted business hours to discuss qualification requirements and claims.
- b. IPMG shall provide national toll-free telephone access for use by Client and Participants. IPMG shall also provide a secure email address for use by Client and Participants. IPMG shall respond to any emails sent to this address by the end of the next business day.
- c. IPMG may provide services or supplies not referenced herein directly or through outside vendors upon written approval of Client. Fees for such additional services shall be based on the time and materials required or the actual charges incurred for services performed by outside vendors. Prior to incurring any such fees, IPMG shall obtain written approval from Client by providing a written Change Order to Client. Additional fees not specifically cited in the Fee Schedule may be paid to IPMG in relation to vendor services which require IPMG administrative support with Client's prior written approval.
- d. IPMG will provide Client web portal access to Plan information. Client will also be given the capability to communicate employee eligibility information to IPMG via access to IPMG's secure web portal.
- e. After the end of each calendar month, IPMG will furnish to Client via its web portal a list of agreed upon reports.
- f. IPMG will furnish to Client a draft register confirming when drafts are issued.
- g. IPMG will furnish to the Client such information in its possession needed by to make filings required under ERISA. IPMG will provide sufficient information for Client to complete Schedule A of Form 5500. Responsibility for such filings will be the sole responsibility of Client.
- h. When directed by Client, IPMG will submit claims for reimbursement to the insurance company providing excess loss coverage issued in connection with the Plan. IPMG acts solely on the behalf of Client and shall not be deemed a party to the excess loss contract. IPMG is not liable for amounts denied by the excess loss insurer.
- i. IPMG will provide any statistics needed for filing with the U.S. Department of Labor and/or Internal Revenue Service and will prepare and file Form 1099 MISC for service providers.
- j. IPMG will forward payment from the IPMG benefit payment account or the Client's benefit payment account to the firm retained by Client to administer the prescription drug program upon receipt of Client's funds necessary to release such payment. The eligibility of an employee (or his or her dependent) for prescription drug benefits will be determined by the

prescription drug vendor based on information provided to the vendor by Client through IPMG. IPMG is not responsible for the accuracy of information provided by the Client.

- k. IPMG has existing agreements with preferred prescription drug programs (PBMs) which cover costs associated with day-to-day drug program support on behalf of the Client and the PBM. IPMG provides data extract file creation, billing, eligibility / claim data connectivity services, compliance, account reconciliation, member accumulator balances, reporting and client service support. If Client chooses to utilize a non-preferred PBM, additional administrative fee will apply as to cover support services (see Fee Schedule Addendum).
- l. IPMG will provide the following services to assist the Plan Sponsor in complying with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended:
  - i. Issuing certificates of creditable coverage directly to terminating Participants and COBRA continuants, including: (1) issuing separate certificates for family members with different coverage periods; (2) responding to written requests for certificates; (3) Upon notification to IPMG by the Plan Sponsor, issuing certificates to dependent children who reach the limiting age. *IPMG is not responsible for monitoring the eligibility status of participants – including the age of dependents;*
  - ii. Notifying new enrollees about the impact of prior coverage on their pre-existing condition limitation;
  - iii. Contacting prior plans to acquire certificates of creditable coverage if Client or employee cannot provide a certificate; and
  - iv. Respond to questions from active and terminated persons about their portability status.
- m. When applicable, IPMG will provide services to assist the Plan Sponsor in complying with the requirements of the New York Health Care Reform Act of 1996 (HCRA) on a monthly or annual basis and with the requirements of the Uncompensated Care Pool surcharge administered by the Division of Health Care Finance and Policy of the Commonwealth of Massachusetts.
- n. Upon Client's request, IPMG will forward potential subrogation claims to a contracted outside recovery firm or to Client's attorney of choice to obtain reimbursement in cases where another party may be liable for the charges.
- o. When applicable, IPMG may forward certain bills to an independent bill review firm. This firm will attempt to reduce the total charges billed. Client is responsible for related fees which most commonly are reflected as a percentage of savings.
- p. When applicable, IPMG may forward out-of-network claims to a cost containment firm to assist in reducing the total charges for such bills. Client is responsible for related fees which most commonly are reflected as a percentage of savings.
- q. When appropriate under the terms of the Plan, and as approved by Client, IPMG will forward information to a medical reviewer for the purpose of determining the appropriateness of treatment.
- r. In the event that IPMG pays a claim in good faith but in error, IPMG shall make a good faith attempt to recover any overpayment. If IPMG is unable to recover the overpayment, the claim may be referred to a collection agency or other credit recovery firm [at the request

and expense of the Client]. In no event may the Client hold IPMG liable for reimbursement of overpayments made in error but in good faith by IPMG, unless specified elsewhere in this Agreement.

- s. Client may, in the course of its benefits management, enter into agreements with outside vendors, whether recommended by IPMG or otherwise. Such agreements are third party agreements and IPMG is not a party thereto. Third party vendors may include, but are not limited to, utilization review firms, stop-loss carriers, wellness coordinators and prescription benefit managers. Additional fees not specifically cited in the Fee Schedule may be paid to IPMG in relation to vendor services which require IPMG administrative support with Client's prior written approval.

#### 3.4 Client Support.

Client shall perform those services, tasks, responsibilities, reviews, and approvals ("Client Tasks"), and provide that or those data, materials, information, cooperation, and access to Client resources ("Client Support") as specified herein or as IPMG may otherwise reasonably request in connection with the Services. Client's failure to timely perform any Client Tasks or provide any Client Support may result in or require a change to the Services, timelines, or Fees and require the Parties to document such impact. IPMG may equitably delay any Services to the extent impacted by a Client failure to perform any Client Tasks or Client Support.

#### 3.5 Client Contributions, Tasks and Responsibilities.

- a. Eligibility Determination. Client shall be responsible for all determinations of eligibility for benefits under the Plan including monitoring ongoing eligibility of Participants. IPMG shall rely on such determinations and shall not be responsible for any errors with respect to information provided by the Client.
- b. Client Information. Client shall inform IPMG in writing of any changes to the Plan, forms, vendors, or any other change that may impact IPMG's ability to provide the Services or to perform its obligations under this Agreement.

3.6 Compliance with Laws. IPMG shall perform the Services in accordance with all applicable federal, state, and local laws, regulations, rules, and judicial and administrative decisions. Client shall collect and provide IPMG the Client Data and use the Services in accordance with all applicable federal, state, and local laws, regulations, rules, and judicial and administrative decisions. If at any time during the Term the Services, or Client's provision or IPMG's use of the Client Data in accordance with this Agreement becomes subject to any requirements imposed by any applicable federal, state, or local laws, regulations, rules, and judicial and administrative decision, the Parties shall work together in good faith to modify the affected Services and Fees to reflect any such changes. IPMG is not liable for and does not make any representations regarding the Plan's compliance with applicable laws.

#### 4. **Term and Termination**

4.1 Term. This Agreement shall commence as of the Effective Date and shall continue in effect for twelve (12) months ("Term"), unless earlier terminated in accordance with this Agreement. THE TERM SHALL EXTEND AUTOMATICALLY FOR ADDITIONAL, SUCCESSIVE ONE (1) YEAR PERIODS, UNLESS AND UNTIL A PARTY PROVIDES WRITTEN NOTICE OF TERMINATION TO THE OTHER PARTY NOT LESS THAN SIXTY (60) DAYS PRIOR TO THE EXPIRATION OF THE TERM OR APPLICABLE EXTENSION. IN ADDITION TO OTHER APPLICABLE TERMINATION FEES LISTED IN ANY FEE SCHEDULE OR ADDENDUM, A PENALTY OF ONE MONTH'S AVERAGE BILLING FEE MAY APPLY FOR FAILING TO PROVIDE 60 DAYS PRIOR NOTICE.

4.2 Termination for Cause. Either Party may terminate this Agreement or an Addendum upon thirty (30) days written notice in the event the other Party materially breaches any material term, condition, or

obligation with respect thereto and fails to correct or cure such breach within thirty (30) days following the breaching Party's receipt of such notice.

4.3 Termination for Nonpayment. This Agreement may be terminated by IPMG upon the occurrence of the earliest of the following events:

- a. Upon Client's failure to pay fees and expenses owing under this Agreement in accordance with Section 5.2, and after failing to cure the default within ten (10) days.
- b. Upon Client's failure to fund draft register benefit payable amounts subject to the following conditions:
  - i. Client's receipt of first notice of funding deficiency and/or failure to fund necessary amounts within twenty (20) days of having received draft register;
  - ii. Client's second notice of funding deficiency and/or failure to fund necessary amounts within ten (10) days of having received first notice, or thirty (30) days after having received a draft register;
  - iii. Client's receipt of notice that the service termination process will be initiated within fifteen (15) days of having received second notice of forty-five (45) days after having received a draft register;
  - iv. Client's receipt of notice that the service agreement has been terminated within fifteen (15) days of having received termination letter, of sixty (60) days after having received a draft register.

When this Agreement is terminated under either of the above conditions, IPMG will issue written notice to the Client of IPMG's termination of the Agreement and shall immediately cease the performance of any further Services and will not perform any run-out services. All Plan records, and applicable Plan information shall be returned to the Client as otherwise provided for herein. IPMG shall have no responsibility for the processing and/or payment of any claims for which Client has not adequately funded prior to or after receiving notice of funding deficiency and/or termination of services by IPMG.

4.4 Effect of Termination. Any Addendum not expressly terminated in accordance with this Agreement or by their own terms shall survive termination of this Agreement for the duration specified therein or, if no such duration is specified, then until IPMG has completed the applicable Services. Such Service Schedule shall continue to be subject to the terms of this Agreement unless otherwise specified in writing by the Parties thereto. Upon termination of any Service Schedule, Client shall pay IPMG for all conforming Services provided by IPMG in accordance with the terms of this Agreement and such Service Schedule.

## 5. Fees

5.1 Fees. Client will pay IPMG for the Services in the amounts and manner set forth in the applicable Fee Schedule within the Agreement, or applicable Addendum (collectively, the "Fees"). The Fees include late fees and third-party fees billed by and paid through IPMG as agreed between the parties including but not limited to network access fees, life insurance premiums, broker / consultant fees, utilization review vendor fees, and any applicable state, local or other sales or use taxes.

5.2 Payment. IPMG shall invoice Client each month in advance for Fees with respect to this Agreement and any Addendum. Each invoice shall describe in reasonable detail the Services performed and associated Fees. Client shall pay to IPMG all invoiced amounts not disputed by the tenth (10<sup>th</sup>) of the month. Client shall promptly identify and communicate any invoice or Fee dispute to IPMG and may dispute payment only with respect to those Services that fail to substantially conform to this Agreement and any Addendum. If Client fails to pay any invoice in accordance with the foregoing terms, Client shall also pay to IPMG interest on the unpaid amount equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount allowed by law.



5.3 Fee Changes. IPMG shall review its fee schedule annually and provide Client with a proposed fee schedule no later than 60 days prior to the automatic renewal date pursuant to Section 4.1. Client shall have 30 days to approve such modified fee schedule or elect to terminate the Agreement.

## 6. Data

6.1. Client Data. IPMG shall use Client Data solely to perform the Services pursuant to this Agreement and for no other purpose. IPMG shall not disclose Client Data to any third party, except as directed by Client or as necessary for IPMG to provide the Services. IPMG shall destroy or return Client Data promptly following completion of the applicable Services. Client shall be responsible for its provision of any such Client Data to IPMG and IPMG use of such Client Data in accordance with this Agreement.

6.2. Security. IPMG shall maintain reasonable security procedures and practices appropriate to the nature of the information to protect the IPMG Data in Client's possession from unauthorized access, destruction, use, modification, or disclosure. IPMG shall provide Client immediate written notice upon discovery or notification of any Security Breach and promptly and at its own expense investigate and take all steps to identify, prevent and mitigate the effects of any Security Breach. IPMG shall promptly provide to Client a detailed description of the incident, the IPMG Data accessed the identity of affected individuals concerning the Security Breach and conduct any recovery necessary to remediate the impact and bear any cost or loss Client may incur as a result of the Security Breach, including any cost associated with notifying any affected individuals. In the case of a security breach under HIPAA, IPMG shall follow any and all mandated procedures established by the Department of Labor ("DOL").

## 7. Confidentiality

7.1 Restriction. The Parties shall from time to time disclose to each other Confidential Information in connection with the performance of this Agreement or the Services. A Party receiving Confidential Information pursuant to this Agreement ("Recipient") shall treat all Confidential Information provided by the disclosing Party ("Discloser") as proprietary and confidential to the Discloser and shall not disclose or permit disclosure of such Confidential Information to any third party, provided that the Recipient may disclose Confidential Information to its employees, officers, or directors, or legal or financial representatives on a need-to-know basis. The Recipient shall safeguard all Confidential Information of the Discloser with at least the same degree of care (and in no event less than reasonable care) as the Recipient uses to protect its own Confidential Information of like kind. The Recipient shall use the Discloser's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement and shall not use or disclose such Confidential Information for its own benefit or for the benefit of others, except as otherwise authorized by this Agreement or the Discloser in writing.

7.2 Exclusions. The following shall not be deemed Confidential Information and the Recipient shall have no obligation with respect to any such information that is: (i) in or enters the public domain by no fault or wrongful act of the Recipient; (ii) known by the Recipient prior to disclosure by the Discloser; (iii) disclosed to the Recipient by a third party who was not under a similar restriction or obligation of confidentiality to the Discloser and without breach of this Agreement; (iv) independently developed by the Recipient without any breach of this Agreement, as shown by documentary evidence; (v) approved for release by written authorization of the Discloser; or (vi) disclosed pursuant to the lawful requirement or order of a court or governmental agency, provided that, upon the Recipient's receipt of a request for such a disclosure, the Recipient gives prompt notice thereof to the Discloser (unless such notice is not possible under the circumstances) so that the Discloser may have the opportunity to contest such disclosure and seek a protective order or other appropriate remedy.

7.3 Return or Destruction. All Confidential Information transmitted or disclosed hereunder will be and remain the property of the Discloser, and the Recipient shall (at the Discloser's election) promptly destroy and certify such destruction in writing or return to the Discloser any and all copies thereof upon termination of this Agreement, or upon the Discloser's written request.

7.4 Remedies. The Parties acknowledge and agree that, given the unique and proprietary nature of the Confidential Information, monetary damages may not be calculable or a sufficient remedy for a breach of this Section 7 by a Recipient, and that a Discloser may suffer irreparable injury as a consequence of such breach. Accordingly, in the event of an actual or threatened breach of this Section 7, a Discloser shall be entitled to seek equitable relief (including, but not limited to, injunction and specific performance) to remedy such breach or threatened breach. Such remedies shall not be deemed to be exclusive remedies for a breach by a Recipient but shall be in addition to any other remedies available to a Discloser at law or in equity.

## 8. Intellectual Property Rights

8.1 Client. Client shall own exclusively all right, title and interest in and to all Client Property.

8.2 IPMG. IPMG shall own exclusively all right, title and interest in and to the IPMG Property.

8.3 Assistance. Each Party shall execute (and make commercially reasonable efforts to cause all appropriate third parties to execute) any documents (including patent and copyright applications and assignments), provide all reasonably requested assistance, and take any other actions reasonably requested by the other Party to demonstrate and effectuate the ownership rights set forth in this Section 8.

## 9. Warranty

9.1 IPMG Warranties. IPMG warrants to Client that IPMG shall: (i) perform the Services in a good and workmanlike manner in accordance with the specifications set forth herein; and (ii) use commercially reasonable efforts to deliver the Services in a timely manner. Any Service specific turnaround time warranties shall be outlined herein or in any Addendum.

9.2 Client Warranties. Client warrants to IPMG that Client: (i) has collected the Client Data in accordance with all applicable federal, state, and local laws, regulations, rules, and judicial and administrative decisions; (ii) has the right to provide the Client Data to IPMG for use by IPMG in accordance with this Agreement; and (iii) has and will continue to notify IPMG of any and all material changes to the Plans and other Client Data applicable to IPMG providing the Services.

9.3 Warranty Disclaimer. IPMG makes no representations in regard to, and shall never be responsible for, the accuracy or reliability of data received from other sources, whether or not contained in its various databases. THE WARRANTIES SET FORTH IN SECTION 9.1 ARE THE ONLY WARRANTIES IPMG HAS GIVEN CLIENT WITH RESPECT TO THE SERVICES. IPMG MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, ANY IPMG DATA, OR ANY OTHER MATERIALS (TANGIBLE OR INTANGIBLE) SUPPLIED BY IPMG HEREUNDER, AND IPMG HEREBY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE ACCURACY, COMPLETENESS OR CURRENTNESS OF ANY DATA OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. IPMG DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

## 10. Indemnification

10.1 IPMG. IPMG shall indemnify, defend and hold harmless Client and its officers, directors, and employees from and against any and all Claims to the extent arising as a result of any (i) infringement of any United States patent, copyright, trade secret, or other intellectual property right by IPMG in connection with IPMG's performance of the Services; (ii) any Security Breach by IPMG; and (iii) any violation by IPMG of any applicable federal, state or local law, regulation, rule, or judicial or administrative decision or order in IPMG's performance of the Services.

10.2 Client. Client shall indemnify, defend and hold harmless IPMG and its officers, directors, and employees from and against any and all Claims to the extent arising as a result of any (i) infringement of

any United States patent, copyright, or trade secret, or any other third party rights by Client in connection with IPMG use of any Client Data in accordance with this Agreement; (ii) Client violation of any applicable federal, state or local law, regulation, rule, or judicial or administrative decision or order in Client's provision of the IPMG Data or use of the Services; and (iii) any actions taken by IPMG (a) as part of the Services; (b) pursuant to the procedures established in this Agreement; or (c) at the request of Client.

10.3. Procedures. A Party seeking indemnification for a Claim pursuant to this Agreement ("Indemnified Party") shall provide written notice detailing the circumstances of the Claim to the Party responsible for indemnifying against the Claim ("Indemnifying Party") within ten (10) days following the discovery of such Claim by the Indemnified Party. Failure to timely provide such notice shall not diminish the Indemnifying Party's indemnification obligation except to the extent the Indemnifying Party's ability to defend such Claim is materially prejudiced by such failure or delay. The Indemnified Party shall provide the Indemnifying Party with such information and cooperation as the Indemnifying Party may reasonably request.

## 11. Limitation of Liability

If Client reasonably determines that the Services do not meet IPMG's obligations under this Agreement, Client shall so notify IPMG in writing within thirty (30) days after receipt of the Services in question. Client's failure to so notify IPMG shall mean that Client accepts the Services "AS IS." If Client so notifies IPMG within thirty (30) days after receipt of the Services, then, unless IPMG reasonably disputes Client's claim, IPMG shall, at its option, either reperform the Services in question or issue Client a credit for the amount Client paid to IPMG for the nonconforming Services. IF NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UNDER THIS AGREEMENT ON IPMG, THEN CLIENT AGREES THAT IPMG IS ONLY LIABLE FOR LOSSES ARISING FROM IPMG'S GROSS NEGLIGENCE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS, OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MIGHT ARISE.

## 12. General Provisions

12.1. Waiver. Either party may waive compliance by the other party with any covenants or conditions contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to waive any other circumstance or any other covenant or condition not expressly named in the written waiver.

12.2. Audit. Client shall have the right once per annum, upon reasonable prior notice to IPMG, to engage a third-party auditor to audit IPMG's use of the Client Data and performance of the Services to assure accurate calculation of the Fees. IPMG shall provide Client with full cooperation in connection with such an audit and shall provide Client's representative access to such properties, records and personnel as Client may reasonably request for such purpose. A charge may be assessed based on an hourly rate for time incurred by IPMG personnel on the audit as indicated on the applicable Fee Schedule.

12.3. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the Parties and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared, or divided in whole or in part by Client without IPMG's prior written consent.

12.4. Excusable Delays. Neither Party shall be liable for any delay or failure in its performance under this Agreement (except for the payment of money) if and to the extent which such delay or failure is caused by

events beyond the reasonable control of the party including, without limitation, acts of God, public enemies, or terrorists, labor disputes, equipment malfunctions, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes. If a Party becomes aware that such an event is likely to delay or prevent punctual performance of its own obligations, the Party will promptly notify the other Party and use its best effort to avoid or remove such causes of nonperformance and to complete delayed job whenever such causes are removed.

12.5. Counterparts. This Agreement may be executed in multiple counterparts with each fully executed counterpart constituting an original instrument. Facsimile counterparts and signatures shall have the same force and effect as originally executed counterparts.

12.6. Choice of Law. This Agreement is governed by and construed in accordance with the internal substantive laws of the State of Illinois without regard to its conflict of law principles.

12.7. Notices. All notices under this Agreement shall be made in writing by certified mail (return receipt requested) or using a nationally recognized private courier and shall be deemed delivered at the time of receipt. Notices to IPMG and Client shall be addressed to the addresses provided below each Party's signature, or to such other address as either Party shall designate in writing to the other from time to time. Notice given by Client to its broker or other third-party agent shall not constitute notice to IPMG. Additionally, email notice, verbal notice or messages left on voicemail by Client to an employee or agent of IPMG shall not constitute notice to IPMG.

12.8. Complete Agreement. This Agreement, as supplemented by any Fee Schedule or applicable Addendum, sets forth the entire understanding of Client and IPMG with respect to the subject matter hereof and supersedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer employee, or representative of either party relating thereto.

12.9. Amendments. This Agreement may only be amended in writing signed by authorized representatives of both parties.

12.10. Survival. The provisions of Sections 4.3, 5, 7, 8, 10, 11 and 12 shall survive expiration or termination of this Agreement for any reason.

12.11. Authority to Sign. Each Party represents that the person signing this Agreement has all right, power, and authority to sign this Agreement on behalf of such Party.

12.12. Client Files. Any files maintained by IPMG in connection with its administration of claims arising under the Plan will be the sole property of Client and will be returned to Client for storage periodically. Upon termination of this Agreement, all files, including the claim database maintained in the computer software, will be made available to Client in consideration of Client's reimbursement of any reasonable expenses incurred by IPMG in providing such files to Client.

12.13. IPMG Agent of Client. IPMG shall perform all acts and duties assumed hereunder in a ministerial capacity as an agent of Client (the "Plan Sponsor"). IPMG shall have no responsibility for the design or implementation of the Plan, such responsibility being solely the Plan Sponsor's. IPMG shall have no power to interpret ambiguities or conflicts that may exist in any provision of the Plan but shall abide by the decisions of the Plan Sponsor on all questions of substance and procedure respecting the Plan. IPMG does not insure nor underwrite the liability of the Plan Sponsor under the Plan and serves only as the agent of the Plan Sponsor in connection with administration of the Plan. Nothing in this agreement shall be construed as establishing the relationship of Plan Sponsor-employee between the parties hereto, and no employee of either party shall be deemed to be an employee of the other. IPMG shall serve in an administrative capacity only. IPMG does not act or serve as a fiduciary, or in a fiduciary capacity, as defined in Section

3(21) of the Employee Retirement Income Security Act of 1974 ("ERISA") and in any and all regulations promulgated by the Secretary of the Treasury and the Secretary of Labor pursuant thereto.

12.14. Forms. When, in accordance with this Agreement, IPMG is required to prepare or devise forms or materials specific to Client, the reasonable cost incurred in preparing such items shall be paid by Client, provided IPMG is authorized in writing by Client to provide such services.

12.15. Legal and Professional Fees. It is understood and agreed that Client shall provide or be responsible for obtaining and the expense and cost of legal counsel, actuaries, certified public accountants, investment counselors, investment analysts, consultants, or similar type services performed for Client; Client shall engage such service and incur any expense or cost, therefore.

12.16. Misstatements. Any misstatement or other mistake of fact by IPMG shall be corrected when it becomes known and IPMG shall make such adjustments as the parties agree are equitable and practicable.

12.17. Taxes and Other Charges. In the event that a state or other jurisdiction, in accordance with existing or future law, determines that IPMG is liable for payment of any tax, benefit payment, surcharge or assessment with respect to any aspect of the Plan, Client agrees to reimburse IPMG for the amount of any such tax, payment, surcharge or assessment, and the interest expense assessed against or incurred by IPMG before or after payment of such amounts. In the event that a state or other jurisdiction, in accordance with existing or future law, imposes upon IPMG the duty to act as agent for collection of any tax, benefit payment, surcharge or assessment imposed upon the Plan or Client or with respect to any aspect of the Plan, Client will pay over any such amount to IPMG when requested to do so by IPMG.

IN WITNESS WHEREOF, Client and IPMG sign and deliver this Agreement as of the Effective Date set forth below.

|  |  |
|--|--|
| <p>Total Broker Benefits dba IPMG<br/>Employee Benefits Services</p> <p><b>Name:</b> Kristie Duncan</p> <p><b>Title:</b> Vice President of Operations</p> <p><b>Signature:</b></p> <p><b>Date:</b></p> | <p>Tazewell County</p> <p><b>Name:</b></p> <p><b>Title:</b></p> <p><b>Signature:</b></p> <p><b>Date:</b></p> |
|--|--|

Address for Notice:  
IPMG EMPLOYEE BENEFITS SERVICES  
225 Smith Rd.  
St. Charles, IL 60174  
Attn: Gregg Peterson, President

Address for Notice:  
Tazewell County  
11 S. 4<sup>th</sup> Street, Suite 114  
Pekin, IL 61554  
Attn: David Zimmerman

## FEE SCHEDULE

Fees for Services. Client agrees to pay IPMG the following fees in the amounts specified in the Fee Schedule attached hereto:

1. Claim Administration Fee. Client will pay to IPMG an amount equal to the number of employees covered by the plan on the first day of each calendar month multiplied by the per employee fee noted in the Fee Schedule attached hereto.
2. Installation Fee. Client will pay to IPMG a one-time installation fee if one is outlined in the Fee Schedule attached hereto (if applicable). Such fee will include the enrollment, initial plan set-up and initial plan document.
3. Subrogation Fees. Client will pay to the vendor and IPMG the percentage of any savings thereby achieved outlined in the Fee Schedule attached hereto.
4. Bill Review Fees. In addition to any fees charged by the bill review firm and approved by Client in advance, Client will pay to IPMG the percentage of any savings thereby achieved outlined in the Fee Schedule attached hereto.
5. Out-of-Network Discounting and Negotiation Fees. Client will pay to IPMG the percentage of any savings achieved for out-of-network discounts outlined in the Fee Schedule attached hereto.
6. Non-Preferred Pharmacy Program Support Fee. Client or Pharmacy Benefit Program will pay to IPMG an additional amount equal to the number of employees covered by the plan on the first day of each calendar month multiplied by the per employee fee noted in the Fee Schedule attached hereto. If Data File Services are required, PBM or Client will also pay to IPMG a onetime implementation fee equal to the actual cost to program, test and provide extract connectivity to the client's non-preferred pharmacy program.
7. Medical Review Services Fees. Client will reimburse IPMG for the fees charged by a medical reviewer for determining the appropriateness of treatment should Client approve the use of such third party reviewer. IPMG will not retain any fees for the review process.
8. Credit Balance Recoveries. With Client's prior written approval, a review firm shall conduct financial audits of provider data to uncover cases where such provider has been overpaid on claims which have not already been identified by IPMG. Client will pay to IPMG the percentage of credits recovered outlined in the Fee Schedule attached hereto.

9. Termination Fees. If this Agreement is terminated in accordance with the Agreement, fees for services performed by IPMG with the prior written approval of Client after the effective date of termination shall be paid by Client to IPMG at the rates set forth in the Fee Schedule hereto. Post-termination services that may be provided by IPMG on behalf of Client include:
- a. Preparation of all necessary reports to comply with the requirements of the New York Health Care Reform Act of 1996 (HCRA) through the last day of the calendar year in which claims are processed.
  - b. Preparation of any required Form 1099 MISC returns for medical providers for the remainder of the calendar year in which the termination occurred, as well as any subsequent calendar years during which claims are processed on behalf of Client.
  - c. Processing run-out claims (claims incurred prior to the date of termination) for a period of three (3) months; provided, however, Client pays to IPMG a one-time fee equal to three times the last month's administration fee prior to the date of termination. If Client requests run out claim processing after the three (3) months, a per claim charge will be charged as outlined in the Fee Schedule attached.
  - d. If Client does not request that IPMG process run-out claims, Client will pay IPMG a per claim charge outlined in the Fee Schedule attached hereto for claims received by IPMG after the termination date that are forwarded to a new administrator.
  - e. IPMG will provide options for Client for storage or transferring Client files at the time of termination that will include the fees to accomplish each option provided by IPMG.
  - f. In the event Client requests in writing that IPMG provide additional reports or services, Client may be responsible for the cost and expense thereof.
10. Fees for Other Services. IPMG shall invoice Client and Client shall reimburse IPMG for any and all charges and fees charged by physicians and vendors used by IPMG at the request of and with the written approval of Client in providing the Services.

**IPMG reserves the right to adjust fees at any time with the written approval of Client.**



**Fee and Commission Disclosure Statement**

**Plan Year: December 2022 – November 2023**

This Fee Schedule is incorporated and made a part of the Agreement and shall otherwise be applicable for the Plan Year set forth above (and subject to renewal in accordance with the terms of the Agreement).

**A. Administration Fees: Please Check all that apply.**

| <b>Service</b>  | <b>PERM/Fee</b>                         |
|---|---|
| <b>IPMG Base Administration (includes)</b>                  | <b>\$26.00</b>                          |
| <i>Medical</i>  | Included                                |
| <i>Rx</i>   | Included                                |
| <b>COBRA</b>  | <b>\$3.00</b>                           |
| <i>ID Cards/EOBs – Creation, Mail &amp; Postage</i>         | Cost Reimbursement                      |
| <i>Plan Docs</i>  | Included                                |
| <i>Reporting</i>  | Included                                |
| <i>Installation</i>   | Included                                |
| <i>Renewal</i>  | Included                                |
| <b>PPO Network Access</b>                                   | <b>Included</b>                         |
| <b>Pharmacy Benefit Manager Access</b>                      | <b>N/A</b>                              |
| <b>IPMG Additional Administration Services</b>              |   |
| Dental/Vision Administration                                | \$2.00                                  |
| MRA Plan Administration                                     | \$5.00                                  |
| Advanced Funding  | N/A                                     |
| HRA Plan Administration                                     | \$7.50                                  |
| Web/Electronic Enrollment – Client Managed                  | No Charge                               |
| Web/Electronic/Paper Enrollment – Client Managed            | \$250 monthly                           |
| Enrollment Interface File                                   | \$250 per month plus Implementation Fee |
| Positive Pay Banking  |   |
| <b>Clinical Services</b>                                    |   |
| Case Management   | \$138 per hour                          |
| Disease Management  | \$138 per hour or \$2.90 pepm           |
| Utilization Management ( <i>AHH comprehensive program</i> ) | \$1.85                                  |
| Enhanced Case Management                                    | \$200 per hour                          |
| Maternity Management  | \$368 per case                          |
| Medical Review ( <i>Internal/External</i> )                 | \$138/\$238 + any Ancillary Fees        |
| <b>IPMG Partner Services</b>                                |   |
| Teladoc   | \$2.00                                  |
| SupportLinc - EAP   | \$600/month                             |
| Cost Containment Negotiations                               | 25% of Savings (5% retained by IPMG)    |
| Subrogation   | 30% of Recovery (3% retained by IPMG)   |
| Bill Review   | 25% of Savings (5% retained by IPMG)    |
| <b>Service</b>  | <b>PEPM Fee</b>                         |
| Credit Balance Recovery                                     | 30% of Recovery (3% retained by IPMG)   |



|  |  |
|--|--|
| External Audit   | Cost plus 15%  |
| <b>Non-Preferred Vendor</b>  | \$250 per month plus Implementation Fee  |
| <b>Termination</b>   |  |
| 1099's Post Termination  | Time & Materials Basis   |
| Claim Forwarding   | Time & Materials Basis   |
| Specific Claim Filing  | Time & Materials Basis   |
| <b>Runout</b>  |  |
| Standard – 3 Months Runout Administration  | One-time fee equal to Three times the last month's administration fee paid prior to the date of termination. |
| Optional – Additional 3 Months Runout Administration   | TBD  |
| <b>Hourly Time &amp; Material Rate</b>   | \$200  |
| <b>Assumptions</b>   |  |
| Vendor partners may have varying fee increase dates that could affect above fees mid-year.   |  |
| Plan Documents, Summary Plan Descriptions and Summary of Benefits & Coverage, are provided as part of the baseline administrative services fee, however, mid-year or excessive plan changes and/or rewrites or may require additional fees.                  |  |
| Other services not listed or that are beyond the scope of those normally required for administration of your plan, would require a detailed quote details document. Please contact your Account Manager to determine pricing at the time of service request. |  |
| IPMG may receive an administrative service fee from PBMs for managing account services, enrollment, eligibility, invoicing and reporting on behalf of the PBM.   |  |

|  |                   |
|--|-------------------|
| Total Broker Benefits dba IPMG<br>Employee Benefits Services | Tazewell County   |
| <b>Name:</b> Kristie Duncan                                  | <b>Name:</b>      |
| <b>Title:</b> Vice President of Operations                   | <b>Title:</b>     |
| <b>Signature:</b>  | <b>Signature:</b> |
| <b>Date:</b>   | <b>Date:</b>      |

Address for Notice:  
IPMG EMPLOYEE BENEFITS SERVICES  
225 Smith Rd.  
St. Charles, IL 60174  
Attn: Gregg Peterson, President

Address for Notice:  
Tazewell County  
11 S. 4<sup>th</sup> Street, Suite 114  
Pekin, IL 61554  
Attn: David Zimmerman

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**RESOLUTION**

WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the County's Worker's Compensation, Property, Automobile, Liability, et al. Insurance contracts effective December 01, 2022 and approve an agent of record; and

WHEREAS, the nature of the insurance industry and process of obtaining comprehensive liability insurance quotes is such that attempts to obtain price quotes from a variety of providers through the statutory competitive bidding processes would actually result in a less competitive market for purchasing; and

WHEREAS, Illinois State Statutes at 55 ILCS 5/5-1022 provide that the general requirement to competitively bid purchases in excess of \$30,000 does not apply to contracts which by their nature are not suitable to competitive bids pursuant to an ordinance adopted by the County Board; and

WHEREAS, the Executive Committee authorized obtaining quotes for the purchase of comprehensive liability insurance without following established bidding procedures as this process is determined unsuitable for obtaining competitive bids; and

WHEREAS, it is recommended that the County Board approve contracts presented with Travelers Insurance Company/Victor for Property, Automobile, and Liability, and contract with Illinois Public Risk Fund (IPRF) for Worker's Compensation, with a cost estimate of \$477,501; and

WHEREAS, the final cost is subject to change based upon property valuations and any potential changes of coverage; and

WHEREAS, it is recommended that the County Board approve Envision as the Agent of Record for the County's Worker's Compensation, Property, Automobile, Liability, et al effective December 01, 2022; and


WHEREAS, the County's Risk Management Committee recommends to the County Board to authorize the Board Chairman to sign and execute the contracts and any applicable documents.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**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 authorize the attached agreement between Tazewell County and the Greater Peoria Economic Development Council; and

WHEREAS, the term of the agreement is for twelve months from January 01, 2023 through December 31, 2023 and the Requirements and Accountabilities are addressed in the Agreement; and


WHEREAS, Tazewell County agrees to pay the Greater Peoria Economic Development Council quarterly installments for a total of \$75,000 for the term of this Agreement provided that the full County Board approves based upon quarterly review of GPEDC performance or the termination clause will be followed if not satisfied.

THEREFORE BE IT RESOLVED that the County Board approve the recommendation and authorize the County Board Chairman to sign and execute the Agreement.

BE IT FURTHER RESOLVED that the County Clerk notifies the County Board Office, Greater Peoria Economic Development Council, 100 SW Water Street, Peoria, IL 61602 and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**AGREEMENT FOR SERVICES BETWEEN  
TAZEWELL COUNTY AND  
THE GREATER PEORIA ECONOMIC DEVELOPMENT COUNCIL**

THIS AGREEMENT entered into this \_\_\_\_\_(Date) by and between the Greater Peoria Economic Development Council (EDC) and Tazewell County, a Body Politic and Corporate (County) is entered into for the expressed purpose that EDC will provide regional economic development services that support the positive development of Tazewell County.

WHEREAS, Tazewell County and the individual communities and businesses therein will directly benefit from active and targeted regional economic development strategies focused on business development, startup support, workforce development, and regional marketing; and

WHEREAS, EDC is capable of developing, implementing, and measuring the success of regional economic development strategies;

NOW IN CONSIDERATION OF MUTUAL AGREEMENT by EDC and the County to each other, the parties agree as follows:

**I. REQUIREMENTS & ACCOUNTABILITIES OF EDC**

1. EDC shall develop and implement regional economic development strategies that target business retention and expansion, business attraction, the support of startup businesses, workforce development, workforce retention and attraction, and regional marketing.

A retention visit is defined as a face-to-face or virtual meeting with a business owner, CEO and/or top management strategically guided by a national questionnaire and software platform called Synchronist (or compatible). Questionnaire sections include products and services; markets and industry trends; ownership and management changes; community strengths and weaknesses; workforce; technology; and utilities. The results of each visit are captured by the software platform for tracking and reporting purposes. An expeditious follow-up is to be provided to each client based on the visit.

The number of business retention visits with Tazewell County businesses will be proportionate to the County's investment.

The results of these strategies will be measured and shared with Tazewell County elected officials, staff members, and the general public.

2. EDC will provide the Tazewell County Administrator or their designee with a list of upcoming business retention visits.
3. EDC shall develop and maintain a centralized website and database that includes Tazewell County site-specific and demographic information for developers.
4. At the County's request, a Tazewell County Business Expansion and Retention Report will be presented to county officials. Challenges identified during business visits will be shared with Tazewell County staff members, cities, and local economic developers to resolve barriers to growth immediately.

5. At the County's request, EDC will make at least two in-person reports to the County's Executive Committee highlighting recent accomplishments.
6. Tazewell County will have one (1) seat on the EDC Board of Directors and Executive Board.
7. Tazewell County's local economic development professionals will be invited to serve on the EDC Technical Working Group, Business Attraction Team and other committees/teams, providing input and sharing information with the EDC and their regional colleagues.
8. EDC shall include Tazewell County in the Comprehensive Economic Development Strategy (CEDS) document that is a requirement to qualify for federal Economic Development Administration funds with no separate matching funds required beyond this Agreement.
9. EDC shall provide assistance to the County in the submission of one EDA grant submission annually, if applicable
10. EDC will perform the duties associated with management of the Revolving Loan Program (RLP) and associated RLP fund and all associated administration and reporting until that program's completion.
11. EDC shall provide assistance to the County in administering any Enterprise Zones within Tazewell County.
12. EDC shall organize and manage an annual career exploration event for 8<sup>th</sup> grade students. All middle schools in Tazewell County will be invited to participate in the event.

## **II. REQUIREMENTS & ACCOUNTABILITIES OF TAZEWELL COUNTY**

1. The County shall be available to confer with EDC staff.
2. The County shall advise EDC of any action by the County that reasonably may affect efforts by EDC under this Agreement.
3. The County shall appoint one (1) representative to the EDC Board of Directors who will also serve on the EDC Executive Board.
4. The County shall designate a contact person to work with the EDC staff

## **III. CONSIDERATION**

In consideration of the rendering of services by EDC under this Agreement, Tazewell County agrees to pay EDC quarterly installments of \$18,750, for a total of \$75,000 for the period including January 1, 2023 - December 31, 2023.

**IV. TERM OF AGREEMENT**

The terms of this Agreement shall be twelve (12) months from January 1, 2023 through December 31, 2023. The County may cancel this agreement, without cause, upon 90 days notice.

**V. AFFIRMATIVE ACTION**

EDC agrees not to discriminate against an employee or applicant for employment because of race, color, religion, sex, ancestry, natural origin, place of birth, age or handicap unrelated to bonafide occupational qualifications. EDC will take affirmative action to comply with the provision of the "Illinois Human Rights Act" (Ill. Rev. Stat. 1987, Ch. 68 S1-101 et seq.) as hereinafter amended, are incorporated into this contract by reference and made a part thereof.

In addition to the above remedies and notwithstanding any other remedies the parties may have under this contract or at law, the County may recover from EDC by setoff against the unpaid portion of the contract price the sum of Fifty Dollars (\$50.00) per day if EDC fails to comply with the Affirmative Action provision of this Agreement as determined by the County. The said sum being fixed and agreed upon by and between EDC and the County because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages which the County would sustain in the event of such a breach of contract, in said amount as agreed to be the amount of damages which the County would sustain. This amount potentially due Tazewell County is separate and in addition to any funds due Tazewell County per terminated Agreement set forth in Article IV.

**VI. NOTICES**

Notices shall be served as follows:

Greater Peoria EDC, 401 NE Jefferson Street Peoria, IL 61603  
Tazewell County Administrator, 11 South. Fourth Street, Suite 432 Pekin, IL 61554

In Witness whereof, Tazewell County and EDC by and through their authorized representatives have executed this Agreement as of the date first written above.

The County of Tazewell,

Greater Peoria Economic Development Council,

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: County Board Chairman

Its: EDC Board President

ATTEST: \_\_\_\_\_

Witness

**COMMITTEE REPORT**

E-22-109

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sammy S. Stinson

\_\_\_\_\_

\_\_\_\_\_

Monica Connett

\_\_\_\_\_

**RESOLUTION**

WHEREAS, Good Energy, L.P. serves as our exclusive agent for Tazewell County accounts with regard to purchasing utility supply; and

WHEREAS, authorization has been granted to Good Energy, L.P. to review our usage history to compile data and obtain bids from electricity suppliers.

THEREFORE BE IT RESOLVED that the Tazewell County Board Chairman is hereby authorized by the Tazewell County Board to sign the Letter Of Authorization for Good Energy, L.P. to proceed with the bid process; and

THEREFORE BE IT FURTHER RESOLVED that the Tazewell County Board authorize the Tazewell County Board Chairman to sign any recommended agreements and this authority shall remain in effect until rescinded and shall remain in effect for the current bid and any and all future bids associated with each occasion when the renewal of an electricity supply contract is needed or the additional purchase of an electricity supply is needed.

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

\_\_\_\_\_

Tazewell County Clerk

\_\_\_\_\_

Tazewell County Board Chairman



**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 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.; and

WHEREAS, the attached Intergovernmental Agreement Number OP-23-39-IL will be for the State of Illinois FY23, July 01, 2022 thru June 30, 2023.

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 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

\_\_\_\_\_  
 Tazewell County Clerk

\_\_\_\_\_  
 Tazewell County Board Chairman



County of Tazewell

PARTICIPANT Name

11 S. 4th Street, 4th Floor

Address

Pekin

City

Illinois

State

61554

Zip Code

Remittance Address (if different from above)

City

State

Zip Code

(309) 925-2271

Phone

C121C5LKZU91

UEI

37-6002171

FEIN/TIN

Brief Description of Service (full description specified in Part 4):

Provision of public transportation service for communities within Illinois

Compensation Method (full details specified in Part 4):

Cost reimbursement

Total Compensation Amount:

\$690,837.00

Advance Pay

Yes

Agreement Term

7/1/2022

Start Date

6/30/2023

Expiration Date

**REQUIRED SIGNATURES**

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE PARTICIPANT:

Signature

Date

David Zimmerman

Name

County Board Chairman

Title

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

FOR THE DEPARTMENT:

Jason Osborn, Director OIPI

Date

Omer Osman, Secretary of Transportation

Date

By Jason Osborn, Director OIPI

**INTERGOVERNMENTAL  
AGREEMENT FOR**

This Agreement is by and between

Please type or print legibly the PARTICIPANT'S legal name and address

County of Tazewell

Legal Name

11 S. 4th Street, 4th Floor

Address

Dawn Cook

Attention

dcook@tazewell.com

Email

37-6002171

Taxpayer Identification Number

referred to as PARTICIPANT, and the State of Illinois, acting by and through its Department of Transportation, referred to as the DEPARTMENT individually referred to as a PARTY, and collectively referred to as the PARTIES.

|            |                                    |
|------------|------------------------------------|
| Part 1     | Scope/Compensation/Term            |
| Part 2     | General Provisions                 |
| Part 3     | Specific Provisions                |
| Part 4     | Scope of Services/Responsibilities |
| Appendix 1 | Opinion of Counsel                 |
| Appendix 2 | Board Resolution                   |
| Appendix 3 | Budget                             |

**Part 1**

**SCOPE / COMPENSATION / TERM**

- A. **Scope of Services and Responsibilities** -The DEPARTMENT and the PARTICIPANT agree as specified in Part 4.
- B. **Compensation** – Compensation (if any) shall be as specified in Part 4.
- C. **Term of Agreement** - This Agreement will start 7/1/2022 and will expire on 6/30/2023
- D. **Amendments** All changes to this Agreement must be mutually agreed upon by the DEPARTMENT and the PARTICIPANT and be incorporated by written amendment, signed by the parties.
- E. **Renewal** This Agreement may not be renewed.
- F. **SAM Registration; Nature of Entity.** Under penalties of perjury, County of Tazewell certifies that C121C5LKZU91 is Participant's correct UEI, if applicable, that 37-6002171 is Participant's correct FEIN or Social Security Number, and that Participant has an active State registration and SAM registration. Participant is doing business as a Governmental Unit.

**Part 2 GENERAL PROVISIONS**

- A. **Changes** If any circumstances or condition in this Agreement changes, the PARTICIPANT must notify the DEPARTMENT in writing within seven (7) days.
- B. **Compliance/Governing Law** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws. The Parties hereby enter into this Intergovernmental Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
- C. **Availability of Appropriation** This Agreement is contingent upon and subject to the availability of funds. The DEPARTMENT, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or any other funding source fails to make an appropriation sufficient to pay such obligation, or if (1) funds needed are insufficient for any reason; (2) the Governor decreases the DEPARTMENT's funding by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. PARTICIPANT will be notified in writing of the failure of appropriation or of a reduction or decrease.
- D. **Record Retention** All costs charged to the Project, as defined in Part 4, shall be supported by properly executed and clearly identified payroll records, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The PARTICIPANT shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the DEPARTMENT (hereinafter "Auditing Parties"). The PARTICIPANT agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, PARTICIPANT shall retain the records for three years after completion of the action and resolution of all issues arising from it.

- E. **Inspection and Audit** PARTICIPANT shall permit, and shall require its contractors and auditors to permit, the DEPARTMENT, and any authorized agent of the DEPARTMENT, to inspect all work, materials, payroll, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the PARTICIPANT with regard to the Project. The DEPARTMENT 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. PARTICIPANT agrees to implement any audit findings contained in the DEPARTMENT's final audit, the PARTICIPANT's independent audit, or as a result of any duly authorized inspection or review.

PARTICIPANT agrees to permit the DEPARTMENT to conduct scheduled or unscheduled inspections of PARTICIPANT'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 PARTICIPANT or any Service Board.

PARTICIPANT agrees to notify the DEPARTMENT of any pending federal triennial review as soon as it is scheduled and to permit the DEPARTMENT to attend same.

- F. **Cost Category Transfer Request** DEPARTMENT approval is required for all transfers between or among appropriated and allocated cost categories. To secure approval, the PARTICIPANT must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale of the transfer.
- G. **Procurement Procedures** The PARTICIPANT must comply with the Illinois Procurement Code when purchasing products or services with State of Illinois funds "State Funds" 30 ILCS 500. In the absence of formal procedures

of the PARTICIPANT, the procedures of the DEPARTMENT will be used. The PARTICIPANT may only procure products or services from one source with any State of Illinois funds ("State Funds") if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) the DEPARTMENT determines competition is inadequate after solicitation from a number of sources.

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

- H. **Employment of Department Personnel** The PARTICIPANT will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.
- I. **Severability** The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.
- J. **Assignment** PARTICIPANT agrees that this Agreement shall not be assigned or transferred without the written consent of the DEPARTMENT and that any successor to PARTICIPANT's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.
- K. **Documents Forming This Agreement** This Agreement and the PARTICIPANT's Application for the fiscal year as approved by and on file at the DEPARTMENT constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.
- L. **Non-Waiver** PARTICIPANT agrees that in no event shall any action, including the making by the DEPARTMENT of any payment under this Agreement, constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default on the part of the PARTICIPANT that may then exist; and any action, including the making of such payment by the DEPARTMENT, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT in respect to such breach or default. The remedies available to the DEPARTMENT under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.
- M. **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 DEPARTMENT and the PARTICIPANT. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through the DEPARTMENT'S administrative chain of command for a decision by the DEPARTMENT and ultimately, if necessary, to the Secretary of the DEPARTMENT. The DEPARTMENT shall decide all claims, questions and disputes that are referred to it regarding the interpretation, prosecution, and fulfillment of this Agreement. The DEPARTMENT's decision upon all claims, questions and disputes shall be final and conclusive.

**PART 3 SPECIFIC PROVISIONS**

- A. Invoices** The PARTICIPANT will submit invoices for costs that have been incurred and are within the scope of service. If the DEPARTMENT or Auditing Parties deem the PARTICIPANT's invoices insufficient to document work completed, the DEPARTMENT may require further records and supporting documents to verify the amounts, recipients, and users of all funds invoiced pursuant to this Agreement. Furthermore, if any of the deliverables in Part 4 are not satisfactorily completed, PARTICIPANT will refund payments made under this Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable. Any invoices/bills issued by the PARTICIPANT to the DEPARTMENT pursuant to this Agreement shall be signed by an authorized representative of the PARTICIPANT and shall be submitted through the DEPARTMENT'S grants management system as a pay request, or through summary reports of budget actuals.
- B. Billing and Payment** All invoices for services performed and costs incurred by the PARTICIPANT prior to July 1st of each State fiscal year must be presented to the DEPARTMENT no later than **August 1st** of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the PARTICIPANT on invoices presented after said date. Failure by the PARTICIPANT to present such invoices prior to said date may require the PARTICIPANT to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will direct all payments to the PARTICIPANT's remittance address listed in this Agreement.
- C. Termination** This Agreement may be terminated by either party by giving thirty (30) calendar days written notice. If the DEPARTMENT is dissatisfied with the PARTICIPANT's performance or believes that there has been a substantial decrease in the PARTICIPANT's performance, the DEPARTMENT may give written notice that remedial action shall be taken by the PARTICIPANT within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) calendar days written notice to the PARTICIPANT. In either instance, the PARTICIPANT shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, including non-cancelable obligations made prior to receipt of notice of termination and for which work will be completed within thirty (30) days of receipt of notice of termination, based upon the payment procedures set forth in Part 4 of this Agreement.
- D. Location of Service** The Service to be performed by the PARTICIPANT shall be performed as described in the PARTICIPANT's Application.
- E. Ownership of Documents/Title to Work** All documents, data and records produced by the PARTICIPANT in carrying out the PARTICIPANT's obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the PARTICIPANT. All documents, data and records used in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the PARTICIPANT.
- F. Software** All software and related computer programs produced and developed by the PARTICIPANT (or authorized contractor or subcontractor thereof) in carrying out the PARTICIPANT's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the PARTICIPANT. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the PARTICIPANT.

- G. **Confidentiality Clause** Any documents, data, records, or other information given to or prepared by the PARTICIPANT pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the PARTICIPANT from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.
- H. **Reporting/Consultation** The PARTICIPANT shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.
- J. **Indemnification** Unless prohibited by State law, the PARTICIPANT agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on an alleged injury or damage of any type arising from the actions or inactions of the PARTICIPANT and/or the PARTICIPANT's employees, officials, agents, contractors and subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

PARTICIPANT shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that an action of PARTICIPANT infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. **Equal Employment Practice**

1. The PARTICIPANT must comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. The PARTICIPANT must include a requirement in all contracts with third parties (contractor or consultant) to comply with the requirements of this clause. The Equal Employment Opportunity Clause reads as follows:

In the event that the PARTICIPANT, its contractor or consultant fails to comply with any provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights ("IDHR"), the PARTICIPANT, its contractor or consultant may be declared ineligible for future contracts or subcontracts with the state of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this contract, the PARTICIPANT agrees as follows:

- a. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization;
- b. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with IDHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- c. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service;
- d. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the PARTICIPANT'S, its contractor's and/or consultant's obligations under the Illinois Human Rights Act and IDHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the PARTICIPANT'S, its contractor's and/or consultant's in its efforts to comply with such Act and Rules and Regulations, the PARTICIPANT'S, its contractor's and/or consultant's will promptly notify IDHR and the DEPARTMENT and will recruit employees from other sources when necessary to fulfill its



obligations thereunder;

- e. That it will submit reports as required by IDHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by IDHR or the DEPARTMENT, and in all respects comply with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- f. That it will permit access to all relevant books, records, accounts, and work sites by personnel of the DEPARTMENT and IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and IDHR's Rules and Regulations;
- g. That it will include verbatim or by reference the provisions of this Clause in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the PARTICIPANT, its contractor or consultant will be liable for compliance with applicable provisions of this clause; and further it will promptly notify IDHR and the DEPARTMENT in the event any of its contractor or subcontractor fails or refuses to comply therewith. In addition, the PARTICIPANT will not use any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations;

- 2. The PARTICIPANT must have written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the PARTICIPANT's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies must be provided to the DEPARTMENT upon request.

**L. Discrimination** The PARTICIPANT understands it is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., which prohibits discrimination in connection with the availability of public accommodations.

**M. Tax Identification Number** PARTICIPANT certifies that:

- 1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued), and
- 2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the PARTICIPANT that it is no longer subject to backup withholding, and
- 3. It is a U.S. entity, specifically a governmental entity within the State of Illinois, as described above.

**N. International Boycott** The PARTICIPANT certifies that neither PARTICIPANT nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

**O. Forced Labor** The PARTICIPANT certifies 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 DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**P. Ethics**

1. Code of Conduct:

- a. Personal Conflict of Interest – The PARTICIPANT shall maintain a written code or standard of conduct that 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 PARTICIPANT 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:

- i. the employee, officer, board member, or agent;
- ii. any member of his or her immediate family;
- iii. his or her partner; or
- iv. an organization that 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 PARTICIPANT'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 DEPARTMENT 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 PARTICIPANT or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the PARTICIPANT from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- b. Organizational Conflict of Interest – The PARTICIPANT 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 PARTICIPANT or impair the objectivity in performing the contract work.

- 2. Bonus or Commission - The PARTICIPANT warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or that contributes to the State Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
- 3. Bribery - Non-governmental recipients and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the PARTICIPANT made an admission of guilt of such conduct that is a matter of record, nor has an official, agent or employee of the PARTICIPANT or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the PARTICIPANT. Such PARTICIPANT or third-party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

- Q. **DRUG FREE WORKPLACE** PARTICIPANT agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) which mandates no participant 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, "participant" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the Agreement, 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.

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

- 1. Publishing a statement:
  - a. Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the PARTICIPANT's workplace.
  - b. Specifying the actions that will be taken against employees for violations of such prohibition.

- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - i. abide by the terms of the statement; and
  - ii. 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.
- 2. Establishing a drug free awareness program to inform employees about:
  - a. the dangers of drug abuse in the workplace;
  - b. the PARTICIPANT's policy of maintaining a drug free workplace;
  - c. any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. the penalties that may be imposed upon an employee for drug violations.
- 3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the Program and to post the statement in a prominent place in the workplace.
- 4. Notifying the DEPARTMENT within ten (10) days after receiving notice under part (Q) of paragraph (1) of subsection (ii) above from an employee or otherwise receiving actual notice of such conviction.
- 5. 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.
- 6. 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.
- 7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

**R. Equipment** The DEPARTMENT and the PARTICIPANT agree to the following:

- 1. The PARTICIPANT acknowledges that any equipment purchased under this Agreement must remain the property of the DEPARTMENT;
- 2. The PARTICIPANT must use the equipment for the authorized purpose under Part 4 (Scope of Service/ Responsibilities) during the period of performance or the equipment's entire useful life;
- 3. The PARTICIPANT must not sell, transfer, encumber, or otherwise dispose of any equipment that is acquired under this Agreement without prior DEPARTMENT's written approval;
- 4. In cases where the PARTICIPANT fails to dispose of any equipment properly, as determined by the DEPARTMENT, the PARTICIPANT may be required to reimburse the DEPARTMENT for the cost of the equipment; and
- 5. For purposes of this provision, "equipment" includes any tangible or intangible product, having a useful life of two years or more, an acquisition cost of at least \$100, and used solely in PARTICIPANT's performance under this Agreement.

**S. PARTICIPANT'S Warranties** PARTICIPANT warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. PARTICIPANT agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. PARTICIPANT warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation that prohibits, voids, or otherwise renders unenforceable against PARTICIPANT any provision or clause of this Agreement. PARTICIPANT warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those that may be contested in good faith. PARTICIPANT agrees that upon execution of this Agreement, PARTICIPANT will deliver to the DEPARTMENT:

- 1. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the PARTICIPANT in the matter of this Agreement, stating:
  - a. the PARTICIPANT is lawfully organized;
  - b. the PARTICIPANT is an eligible "participant" as defined in the Downstate Public Transportation Act (30 ILCS 740) (the "Act");
  - c. the PARTICIPANT is legally authorized to enter into this Agreement; and
  - d. this Agreement will be legally binding on the PARTICIPANT.
- 2. a certified copy of a resolution or ordinance adopted by the PARTICIPANT's governing body that

authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

- T. **Independence of PARTICIPANT** In no event shall PARTICIPANT or any of its contractors be considered agents or employees of the DEPARTMENT or the State. The PARTICIPANT agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the DEPARTMENT or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage or retirement membership or credit.

**PART 4  
SCOPE OF SERVICE/RESPONSIBILITIES**

**A. Project Scope** PARTICIPANT agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE" or "Project") approved by the DEPARTMENT, and in accordance with the Act, the rules governing the Downstate Operating Assistance Program (92 IL Admin. Code 653) (the "Rules"), and all other applicable laws and regulations. PARTICIPANT shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the DEPARTMENT.

**B. Project Budget** Under the Act, the DEPARTMENT enters into this Agreement to implement PARTICIPANT's approved program of expenditures and services, within the following condition:

The PARTICIPANT shall be paid under this Agreement sixty-five percent (65%) of PARTICIPANT's eligible operating expenses incurred during fiscal year 2023, up to the corresponding identical or minimally different appropriation amount provided by the appropriation legislation for fiscal year 2023, 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 PARTICIPANT from any other state or local agency for fiscal year 2023 does not exceed PARTICIPANT's actual operating deficit for that year.

The DEPARTMENT has approved and agrees to enter into this Agreement in the estimated amount of \$690,837.00, subject to the limitations set forth above, the Act and the Rules.

In the event that a PARTICIPANT receives an amount in excess of the amount provided to be paid to the PARTICIPANT above, or the combined state and local operating assistance funds for fiscal year 2023 exceed PARTICIPANT's actual operating deficit for that year, PARTICIPANT 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."

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

**C. Payment Procedures** The DEPARTMENT shall process up to a total of 24 payments, comprising of a combination of advance, reimbursement or reconciling payments, to PARTICIPANT upon the timely receipt of quarterly expense and revenue submitted on the DEPARTMENT's prescribed forms. Payments will be processed upon the DEPARTMENT determining if and to what extent the request is for eligible operating expenses incurred in conformity with PARTICIPANT's approved application and the Act.

PARTICIPANTS shall have the flexibility to request:

1. Monthly advances 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 DEPARTMENT; or
2. A reimbursement for actual monthly expense and revenue incurred; or
3. A combination of both.

Advance payments may not be processed by the DEPARTMENT, or dated by the PARTICIPANT, 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 this Agreement is fully executed by both the DEPARTMENT and the PARTICIPANT and successfully filed with the Office of the Comptroller. PARTICIPANT shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters no later than November 1, February 1, May 1, and August 1, respectively.

The PARTICIPANT shall adjust payment requests to reflect all previous monthly actual expense and revenue not reflected in previous payment requests.

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

**D. Eligible Operating Expenses** Eligible operating expenses include, but are not limited to the following:

1. employee wages and benefits;
2. materials fuels and supplies;
3. rental of facilities;
4. taxes other than income taxes;
5. payment for debt service (including principal and interest) on equipment or facilities owned by PARTICIPANT, to the degree that the PARTICIPANT'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 PARTICIPANT complies with the DEPARTMENT's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";
6. non-rolling stock-equipment purchases that are less than \$10,000;
7. 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 that are not reimbursed elsewhere;
8. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
9. reasonable expenses and compensation for PARTICIPANT's board members or trustees as provided under the Local Mass Transit District Act (70 ILCS 3610/4);
10. established reserves for self-insurance programs;
11. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;
12. 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
13. any other expenditure that an independent auditor retained by the PARTICIPANT'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.

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

1. depreciation, whether funded or unfunded;
2. amortization of any intangible assets;
3. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;
4. profit or return on investments;
5. excessive payments to associated entities;
6. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;
7. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)
8. travel and entertainment expenses incurred in attending non-public transportation-related activities;
9. charter, school bus and sightseeing expenses as defined by the FTA;
10. fines and penalties;
11. charitable donations;
12. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;

13. income taxes;
14. that portion of any eligible operating expense for which the PARTICIPANT 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;
15. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);
16. expenses for freight haulage provided by PARTICIPANT;
17. any expense that is reimbursed from insurance proceeds;
18. maintenance or operation of vehicles that are not used by a PARTICIPANT or its contractors for public transportation or to support public transportation operations; and
19. any other expense determined by the DEPARTMENT to be inconsistent with federal regulations or requirements.

**F. PARTICIPANT'S Independent Audit** PARTICIPANT shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of § 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in § 653.410 of the Rules; PARTICIPANT and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 *et seq.*), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the DEPARTMENT. PARTICIPANT's audit must include a schedule of operating revenues and expenses for the PARTICIPANT'S contract period on forms prescribed by the DEPARTMENT. PARTICIPANT's independent audit shall be submitted to the DEPARTMENT as required by the Act.

**G. Project Closeout** Upon the DEPARTMENT's receipt of the PARTICIPANT's independent audit report of the Project, the DEPARTMENT shall perform a review of the PARTICIPANT's independent audit to determine whether to approve the independent audit. Once the PARTICIPANT's independent audit has been approved by the DEPARTMENT, the DEPARTMENT shall determine the eligibility of costs incurred and shall make a final determination of amounts due to the PARTICIPANT under this Agreement. If the DEPARTMENT has made payment to the PARTICIPANT in excess of the final total amount determined by the DEPARTMENT-approved independent audit to be due the PARTICIPANT, the PARTICIPANT shall promptly remit such excess to the DEPARTMENT. At the discretion of the DEPARTMENT, 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 DEPARTMENT notifies the PARTICIPANT that the Project is closed-out and forwards the final award payment, as determined by the DEPARTMENT-approved independent audit to the PARTICIPANT, or when an appropriate refund of Agreement funds, as determined by the DEPARTMENT-approved independent audit, has been received from the PARTICIPANT and acknowledged by the DEPARTMENT. Close-out shall be subject to any continuing obligations imposed on the PARTICIPANT by this Agreement or contained in the final notification or acknowledgment from the DEPARTMENT.

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

**H. School Bus Operations** Pursuant to 20 ILCS 2705/2705-605(f), PARTICIPANT 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 available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the PARTICIPANT does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the PARTICIPANT must operate a school system in the area to be served and operate a separate and exclusive school bus program for the school system.

The PARTICIPANT shall immediately notify the DEPARTMENT 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.

**I. Ethanol Gasoline** Pursuant to the Act (30 ILCS 740/2-15.1), PARTICIPANT hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

**J. Restrictions on Lobbying** The PARTICIPANT affirms and attests that no compensation has been or will be paid

from State Funds to a person or entity registered, or required to be registered, under the Illinois Lobby Registration Act (25 ILCS 170) for the purpose of influencing or attempting to influence an officer or employee of any state agency, or a member or employee of the Illinois General Assembly, in connection with the awarding of any state contract, grant, or loan, and the extension, continuation, renewal, amendment, or modification of the same.

The PARTICIPANT certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Agreement and understands that evidence of a violation of this clause may at any time be referred to the appropriate law enforcement agency, State's Attorney, or Attorney General and result in prosecution in the county where the offense is committed or in Sangamon County by the State's Attorney or the Attorney General of Illinois.

The PARTICIPANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify accordingly.

- K. **Notice Of Current Or Prospective Legal Matters** PARTICIPANT must promptly notify the Department if a current or prospective legal matter emerges that may affect the Department. The PARTICIPANT must include similar notification requirement in its third party agreements and must require each third party participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions.



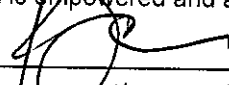
**APPENDIX 1**

**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 County of Tazewell ("PARTICIPANT"). In this capacity, my opinion has been requested concerning the eligibility of the PARTICIPANT for assistance under the provisions of Downstate Operating Assistance Act, 30 ILCS 740/2-1 et seq. ("Act"). I have also reviewed the Downstate Operating Assistance Agreement, Agreement No. OP-23-39-IL, Grant No. OP-23-39-IL, ("Agreement") tendered by the State of Illinois ("State") to the PARTICIPANT. I hereby advise as follows:

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

Based upon the foregoing, I am of the opinion that the PARTICIPANT is eligible under the provisions of the Act and is empowered and authorized accept the agreement from the State.

Signature:  \_\_\_\_\_

(Attorney's Name) KEVIN JOHNSON

Attorney for: County of Tazewell

Date: 11/22/22

**APPENDIX 2**

**RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF DOWNSTATE OPERATING ASSISTANCE AGREEMENT**

WHEREAS, the provision of public transit 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 ("DEPARTMENT"), to make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, awards for said funds will impose certain obligations upon the PARTICIPANT, including provisions 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 BOARD OF County of Tazewell  
\_\_\_\_\_:

Section 1. That the \_\_\_\_\_ of the County of Tazewell enter into a Downstate Public Transportation Operating Assistance Agreement ("Agreement") with the State of Illinois and amend such Agreement, if necessary, for fiscal year 2023 in order to obtain assistance under the provisions of the Act.

Section 2. That the \_\_\_\_\_ is hereby authorized and directed to execute the Agreement or its amendment(s) on behalf of the County of Tazewell for such assistance for fiscal year 2023.

Section 3. That the \_\_\_\_\_ of the County of Tazewell 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 funding for fiscal year 2023.

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

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Date)

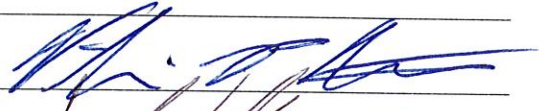


**APPENDIX 3**



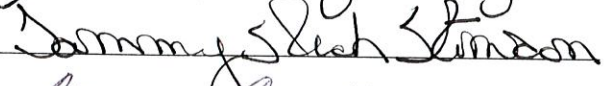
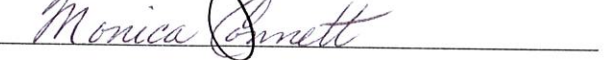
**AGREEMENT BUDGET**

**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

Your Executive Committees have considered the following RESOLUTION and recommends that it be adopted by the Board:

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends the adoption of the attached Resolution Authorizing Execution and Amendment of Federal 5311 Grant Agreement; and

WEREAS, the attached Grant Agreement Number OP-23-39-FED term is effective July 01, 2022 and shall expire on June 30, 2023.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
 \_\_\_\_\_  
 Tazewell County Clerk

  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**GRANT AGREEMENT**



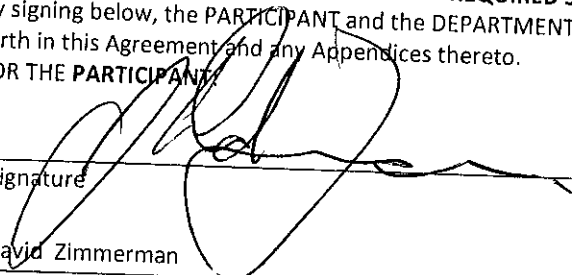
**BETWEEN  
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION  
AND  
County of Tazewell**

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

**REQUIRED SIGNATURES**

By signing below, the PARTICIPANT and the DEPARTMENT agree to comply with and abide by all provisions set forth in this Agreement and any Appendices thereto.

FOR THE PARTICIPANT:

|   |                                |
|---|--------------------------------|
| <br>Signature | Date                           |
| David Zimmerman<br>Name   | County Board Chairman<br>Title |

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

|                                |      |   |      |
|--------------------------------|------|---|------|
| Jason Osborn, Director OIPI    | Date | Omer Osman, Secretary of Transportation | Date |
| By Jason Osborn, Director OIPI |      |   |      |

**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 ("State") 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, that C121C5LKZU91 is Grantee's correct UEI, if applicable, that 37-6002171 is Grantee's correct FEIN or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

- |  |   |
|--|---|
| <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 \$267,719.00, of which \$267,719.00 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 1177-2022-01, the federal awarding agency is Federal Transit Administration, and the Federal Award date is 7/1/2022. If applicable, the Assistance (CFDA) Name is Formula Grants for Rural Areas and Tribal Transit Program and Assistance Listing Number is 20.509. The Catalog of State Financial Assistance (CSFA) Number is 494-80-0338. The State Award Identification Number is \_.

1.4 Term. This Agreement shall be effective on 7/1/2022 and shall expire on 6/30/2023, (the "Term"), unless terminated pursuant to this Agreement.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**ARTICLE I  
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 Income Tax 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 \$30,000. 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 ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has 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 changes, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

2.6. The Grant Accountability and Transparency Act (30 ILCS 708/45) shall apply to this Grant Agreement unless and until this Award is explicitly exempted through an amendment or repeal of 30 ILCS 708/45. In the event this Grant Agreement is exempted from GATA, all references to GATA requirements shall be considered stricken. Grantee shall comply with all GATA requirements that apply prior to the effective date of any exemption. Notwithstanding any repeal of 30 ILCS 708/45, Grantee shall continue to comply with all Federal requirements including 2 CFR Part 200 as applicable.

### ARTICLE III DEFINITIONS

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

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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



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

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

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

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

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

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

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3. 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.

4.4. 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. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the

estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used 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.

4.7. 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 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in 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.

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

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

**ARTICLE V**  
**SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all

applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) 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. 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 2 CFR 200.308 or 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.

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

## 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 Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

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

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of 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 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency 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.

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

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

7.4. 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 Part 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. 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. 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. **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).

7.10. **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**

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

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

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

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

(d) **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).

(e) **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.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), 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).

(g) **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.

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

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

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

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

(l) **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.

(m) **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.

(n) **Criminal Convictions.** Grantee certifies that neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. 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.

(o) **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).

(p) **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.

(q) **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.

(r) **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).

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



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

**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. 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 XII 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 - 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 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-grantees 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 200.334, unless a different retention period is specified in 2 CFR 200.334 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 200.337 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 200.337, 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 200.329 and 200.332. 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 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is 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 208(b)(3) and 200.328. 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 no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

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

13.3. 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. 44 Ill. Admin. Code 7000.80.

### 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, PART THREE or Exhibit G. 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 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. 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, no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. 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. 2 CFR 200.301; 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. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

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

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in PART TWO or PART THREE.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the 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 State Grants, 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 State Grants, but expends \$300,000 or more in State Grants, 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 State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4. "For-Profit" Entities.

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

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

conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 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 pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

15.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to 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.

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

## ARTICLE XVI TERMINATION; SUSPENSION; NON-COMPLIANCE

### 16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(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) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; 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 the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties 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 and 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 200.342; 44 Ill. Admin. Code 7000.80 and 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 200.343.

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 200.340(d).

## 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. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

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. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

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. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

## 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, UEI, SAM registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

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

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

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on 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 RECONSTITUTION 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, for non-governmental grantees only, 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 or governance structure, as applicable. 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 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

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

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.

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

**ARTICLE 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 Grant Funds are used in

whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

#### ARTICLE XXIV INSURANCE

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

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

#### ARTICLE XXV LAWSUITS AND INDEMNIFICATION

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities**. This subparagraph applies only if Grantee is a non-governmental entity. 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.

(b) **Governmental entities**. This subparagraph applies only if Grantee is a governmental

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

**ARTICLE XXVI  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other

information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence.

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

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

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

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

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

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

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act 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.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**EXHIBIT A**  
**PROJECT DESCRIPTION**

| CSFA Number | NOSA/SAIN Number | GATA Registration Number |
|-------------|------------------|--------------------------|
| 494-80-0338 |                  | 679207                   |

The Grantee proposes to provide public transportation services in a Non-Urbanized area(s) of Illinois (herein referred to as the "Project"), as described in the Grantee's final approved application which is incorporated herein by reference.

The Grantor has applied under Section 5311 of the Federal Transit Act, as amended, (49 U.S.C. Section 5311), to the Federal Transit Administration (hereinafter "FTA") for federal operating, capital and administrative assistance for this Project.

The Grantor's application has been approved by FTA.

The Grantee represents that it is an eligible recipient and has made application to the Grantor for a public transportation grant under the provisions of Illinois Compiled Statutes 20 ILCS 2705, et seq. and 30 ILCS 740/1 et seq. (hereinafter referred to as the "Acts").

The Grantee's final application, including subsequent submittals, information, and documentation, as provided by the Grantee in support thereof, has been approved by the Grantor.

**EXHIBIT B**  
**DELIVERABLES OR MILESTONES**

- A. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 funds in this Agreement.
- B. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
- C. On or before August 1, the Grantee shall submit its annual Ridership Report (OP-9) for the prior fiscal year.
- D. 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 651.
- E. Submission of cost allocations plans (if applicable.)
- F. Submission of the Public Transportation Service Plan (PTSP) (annual).
  - a. Including 5-Year Forecast.
- G. Submission of Compliance Review Action Plan Accomplishments (if applicable).
- H. Submission of National Transit Data Base Report (annual).
- I. Submission of PCOM report (quarterly).
- J. Submission of Capital Needs Assessment (annual).
- K. Submission of Non-DOAP Local Match Survey (annual).
- L. Submission of Procurement Notifications (as they occur).
- M. Submission of Disadvantaged Business Enterprises Letter (as they occur).
- N. Submission of Charter Service Letter (as they occur).
- O. Submission of Procurement Concurrence Request (as they occur).

EXHIBIT C

PAYMENT

Grantee shall receive \$ \$267,719.00 under this Agreement.

Enter specific terms of payment 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.

REQUISITIONS AND PAYMENTS

A. Requests for Payment by the Grantee - The Grantee must submit written quarterly requisitions for the reimbursement of eligible costs, and the Grantor will honor any properly submitted requests in the manner set forth in this Requisitions and Payments section. In order to receive Grant payments pursuant to this Agreement, the Grantee must:

1. complete, execute and submit to the Grantor requisition forms supplied by the Grantor in accordance with the instructions contained therein;
2. submit to the Grantor, as requested, an explanation of the purposes for which costs have been incurred to date or are reasonably expected to be incurred within the requisition period and vouchers, invoices, or other documentation, satisfactory to the Grantor, to substantiate these costs;
3. where local funds are required, demonstrate or certify that the Grantee has supplied local funds adequate, when combined with any Government payments, to cover all costs incurred through the end of the requisition period;
4. have submitted all financial, progress reports, and performance data currently required by the Grantor; and
5. have received approval by the Grantor for all budget amendments required to cover all costs to be incurred through the end of the requisition period.
6. Quarterly requisitions of the actual operating expenditures and deficit incurred during the quarter for reimbursement pursuant to this Agreement shall be submitted to the Grantor within thirty (30) days following the close of the quarter. A fourth quarter requisition of the actual operating expenditures and deficit incurred during the quarter shall be submitted to the Grantor by August 1.

B. Payment by the Grantor - Only costs incurred in accordance with the terms and conditions of this Agreement shall be reimbursable. Upon receipt of the requisition form and the accompanying information in form satisfactory to the Grantor, the Grantor will process the requisition, provided that the Grantee is not in violation of any of the terms of this Agreement, has satisfied the Grantor of its need for the funds requested during the requisition period, and is making progress, satisfactory to the Grantor, towards the timely completion of the Project. If all of these circumstances are found to exist, the Grantor will reimburse apparent eligible costs incurred or to be incurred during the requisition period) by the Grantee, from time to time, but not in excess of the maximum



amount of the Grant provided in the Project Budget section in PART THREE below. Requisitions may not be submitted more frequently than quarterly, unless approved by the Grantor in writing. Reimbursement of any cost pursuant to this Agreement shall not constitute a final determination by the Grantor of the eligibility of such cost, and such payment shall not constitute a waiver of any violation of the terms of this Agreement committed by the Grantee. The Grantor will review the Grantee's independent audit and make a final determination as to eligibility of any payments made to Grantee only after the independent audit has been approved by the Grantor.

In the event the Grantor determines that the Grantee is not currently eligible to receive any or all of the funds requested, it shall promptly notify the Grantee stating the reasons for such determination.

C. Eligible Costs - In addition to the other requirements of this Agreement, to be considered "eligible" for payment purposes, the costs and charges for which reimbursement has been sought must have been actually incurred by the Grantee or its contractors; be documented to the satisfaction of the Grantor; meet the criteria set forth in the applicable provisions of the Grantor's 5310/5311 Grants Management Manual, as revised from time to time; and meet all of the requirements set forth below:

1. be made in conformance with Grantee's final, approved application and the approved Uniform Budget and all other provisions of this Agreement;
2. be necessary in order to accomplish the Project;
3. be reasonable in amount for the goods or services purchased;
4. be actual net costs incurred by the Grantee (i.e., the price paid minus any refunds, rebates, or other items of value received by or credited to the Grantee that have the effect of reducing the cost actually incurred);
5. be incurred within the state fiscal year governed by this Agreement; and
6. be treated uniformly and consistently under accounting principles and procedures approved or prescribed by the Grantor for the Grantee. Those principles include, but are not limited to, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. The Grantee shall apply said accounting principles and procedures to its contracts and subcontracts paid, in whole or in part, with funds received pursuant to this Agreement;

However, in the event that it may be impractical to determine exact costs of indirect or service functions, eligible costs will include such allowances for these costs as may be approved by the Grantor.

D. Ineligible Costs - In determining the eligibility for reimbursement of any cost incurred by the Grantee, in addition to ineligible costs set forth in federal law and its corresponding rules, the Grantor will exclude: (i) costs that are not properly documented, actually incurred for the Project, or not allocable to the Project in accordance with the requirements of this Agreement; (ii) all Project costs incurred by the Grantee prior to or after the state fiscal year identified in the Project Budget section in PART THREE of this Agreement or other date specifically authorized by the Grantor; (iii) costs incurred by the Grantee which are not provided for in the latest approved Uniform Budget; and (iv) except as otherwise provided in Grantor guidelines, costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the Grantor.

E. Excluded Costs – Upon notification to the Grantee that specific amounts are owed to the Government, whether for federal claims or state claims for funds recovered from a third party or elsewhere, for excess payments, or for ineligible costs, the Grantee agrees to remit to the Government promptly the amount owed, including any interest

due.

The Grantee agrees that the amount of interest due depends on whether or not the principal portion of the debt is treated as a Government claim or is treated as a debt owed to the Government. Thus, the Grantee agrees to remit interest to the Government in accordance with the following:

1. For claims pursuant to the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 et seq., the Grantee agrees that the interest will be calculated in accordance with the provisions of joint U.S. Treasury/U.S. DOJ regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Parts 901.9(a)-(g).
2. For excess payments made by the Government to the Grantee that do not qualify as a "claim" for purposes of the Debt Collection Act of 1982, as amended, the Grantee agrees that the amount of interest depends on whether or not the Grantee is a state instrumentality. A Grantee that is a state instrumentality agrees that interest will be calculated as provided by U.S. Treasury regulations, "Rules and Procedures for Efficient Federal-State Funds Transfers", 31 CFR Part 205.

A Grantee that is not a state instrumentality agrees that common law interest will be calculated as permitted by joint U.S. Treasury and U.S. Department of Justice regulations, "Standards for the Administrative Collection of Claims", at 31 CFR Part 901.9(i).

F. Subject to Appropriation - All grants, payments, and obligations of the State under this Agreement are subject to the receipt of funds by the State from FTA and/or authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305. The Grantor shall not be liable to the Grantee for any failure or delay in the performance of its obligations to the Grantee, including but not limited to delays in making payments to the Grantee. No debt, payment or obligation of the Grantor or FTA to the Grantee under this Agreement shall be a general obligation of the Government, but shall be payable, if at all, only from funds received by the Grantor from FTA and from funds authorized pursuant to 20 ILCS 2705/2705-300 and 2705/305.

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: David Schafer  
Title: Bureau Chief  
Address: 2300 S Dirksen Pkwy, Room 341, Springfield, IL, 62764  
Phone: (217) 782-4981  
TTY#: N/A  
Fax#: N/A  
E-mail Address: david.schafer@illinois.gov

**GRANTEE CONTACT**

Name: Dawn Cook  
Title: TC EMA Director/PCOM  
Address: 21304 State Route 9, Tremont, IL, 61554  
Phone: (309) 925-2271  
TTY#: \_\_\_\_\_  
Fax#: \_\_\_\_\_  
E-mail Address: dcook@tazewell-il.gov

Additional Information:

**EXHIBIT E**  
**PERFORMANCE MEASURES**

The Grantee should:

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

EXHIBIT F

PERFORMANCE STANDARDS

Performance Standards shall include:

- A. 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.
  - B. Timeliness of corrective actions will be determined on an individual basis dependent on the urgency to which an issue needs to be addressed. This may be determined by the Grantor, a third party retained by the Grantor, or coordination between the Grantor and the Grantee.
1. The Grantee shall generate and maintain required local match sufficient to draw down the 5311 Funds in this Agreement.
  2. The Grantee shall file accurate quarterly reports, reflecting actual revenue and expense data 30 days after the end of the quarter.
  3. On or before August 1, the Grantee shall submit all annual reports.
  4. 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 651.
  5. When required by the Grantor, the Grantee shall prepare and submit cost allocation plans.

**EXHIBIT G**

**FY23 - SPECIFIC CONDITIONS**

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).

**1. Audit Reports and Findings**

Requires a desk review for the status of corrective actions.

Corrective Action:

Grantee must implement corrective action plan. Condition may be removed after Agency re-examination in 6 months.

**2. Agency and Grant-Specific Parameters**

No

**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:

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.

**AUDIT**

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

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

The first BoBS 2832 report shall cover the first reporting period after 7/1/2022 effective date of the Agreement. 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 November 30th (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.

Additional Reporting Requirements

The Grantee must submit a BoBS 2832 report for the period ending 6/30 - State fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending June 30 within 30 calendar days of the end of the State Fiscal Year.

**Renewal.** This Agreement may not be renewed.

EQUIPMENT AND SUPPLIES

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

ARTICLE XXVII

COOPERATION IN CONNECTION WITH INSPECTION

27.1 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.

27.2 The results or conclusions of such inspections, tests, and reports shall not be construed as altering in any way the Grantee's responsibility to conform its work to this Agreement, to maintain and repair such Project Facilities, maintain its work schedule, and to meet any other obligation assumed by the Grantee hereunder.



ARTICLE XXVIII

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.

(c) The Grantee has signed the attached Lobbying Certification in the form of PART TWO ATTACHMENT 1 and will incorporate it in its applicable third-party contracts and require a comparable certification from its contractors or subcontractors.

(d) Debarment - The Grantee agrees to comply with the requirements of Executive Orders No. 12549 and 12689 "Debarment and Suspension," 31 U.S.C. § n 6101 note, and U.S. Department of Transportation regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of the U.S. Office of Management and Budget "Guidelines to Agencies on Governmental Debarment and Suspension (Nonprocurement)," 2 CFR Part 180. The Grantee agrees that it searched the website, [www.sam.gov](http://www.sam.gov), and found

that the Grantee has no active exclusion from receiving federal funds. The Grantee also agrees to obtain certifications on Debarment and Suspension from its third-party contractors and subcontracts and otherwise comply with Government regulations. The Grantee has signed a Debarment certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below. In addition, the Attorney for the Grantee has signed the attached Grantee Opinion of Counsel (attached as PART TWO ATTACHMENT 2).

Trafficking in Persons - To the extent applicable, the Grantee agrees to comply with, and assures the compliance of its contractors and subcontractors with, the requirements of the subsection 106(g) of the Trafficking Victims Protection Act of 2000, as amended, 22 U.S.C. § 7104(g), and with "Trafficking Persons: Grants and Cooperative Agreements", 2 CFR Part 175.

#### ARTICLE XXIX GRANTEE'S WARRANTIES

29.1 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 2.
- (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 3.

#### ARTICLE XXX SUBSTANCE AND ALCOHOL ABUSE /DRUG FREE WORKPLACE

30.1 The Grantee agrees to comply with the Illinois Drug Free Workplace Act 30 ILCS 580/1 et seq., and U.S. DOT Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 701 et seq., and U.S. DOT regulations, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," 49 CFR Part 32, and with FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR Part 655, that implement 49 U.S.C. § 5331 and any other guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated, and the Grantee has signed the Drug Free Workplace Certification as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below.

#### ARTICLE XXXI DISPUTE RESOLUTION

31.1 The Grantee shall immediately notify the Grantor of any current or prospective major dispute, breach, default, or litigation that may affect the Government's interest in the Project Facilities or the Government's administration or enforcement of federal or state laws or regulations. The Grantee agrees to obtain permission from the Grantor before naming the Government as a party to litigation for any reason in any forum.

31.2 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.

ARTICLE XXXI

**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.

**Procurement Procedures/Employment of Grantor Personnel**

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than \$10,000.00 but less than the simplified acquisition threshold fixed at 41 USC 134 (currently set at \$250,000) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for \$250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.67) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at \$10,000 (or \$2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services – State Funds -- For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$100,000.00 and \$100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or

services with any State of Illinois funds for \$50,000.00 or more for goods and services and \$20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

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

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

**(\$1- \$1999)**

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

**(\$2,000- \$4,999)**

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

**(\$5,000- \$9,999)**

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

**(\$10,000-\$19,999)**

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

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

ARTICLE XXXIII

THIRD PARTY CONTRACT CHANGES

33.1 After approval thereof by the Grantor, no change or modification of the scope of the work or cost thereof shall be made to any contract of the Grantee, and no work shall commence and no costs or obligations incurred in consequence of such change or modification except as provided in Grantor guidelines, unless such change or modification is specifically approved in writing by the Grantor.

ARTICLE XXXIV

LABOR PROVISIONS

34.1 General Labor Compliance - If applicable and except in a construction contract of \$2,000 or less, and except in a third party contract for supplies, materials or articles ordinarily available on the open market, the Grantee agrees to comply with the Labor Law Compliance provisions of the current Federal Capital Grant Master Agreement pertaining to the Project, if any, and all applicable state and federal laws and regulations including, but not limited to, the following: laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. The Grantee also agrees to require every contractor doing construction work or performing professional or consulting services in connection with the Project to agree to such compliance, including compliance with the statutory requirements of the Davis-Bacon Act, Contract Work Hours and Safety Standards Act, and Copeland "Anti-Kickback" Act.

34.2 State and Local Government Employees - The provisions of the Fair Labor Standards Act, 29 U.S.C. §§ 201 et seq., as amended, apply to state and local government employees participating in the FTA assisted project with the Grantee.

34.3 Employment of Illinois Workers - To the extent applicable and consistent with federal law, the Grantee agrees to include in all third party contracts the applicable provisions of the Employment of Illinois Workers on Public Works Act, 30 ILCS 570.

34.4 Third Party Contracts - The Grantee agrees to include any applicable requirements of this Labor Provisions section in each contract and subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA.

34.5 Nonconstruction Contracts - Pursuant to Department of Labor regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 CFR Part 5, the following provisions shall be incorporated in all nonconstruction contracts of \$2,500 let by the Grantee in carrying out the Project:

(a) Contract Work Hours and Safety Standards - The requirements of the clauses contained in 29 CFR Part 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701 et seq., and not to any of the other statutes cited in 29 CFR Part 5.1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deduction made, and actual wages paid. The records to be maintained under this clause shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

(b) Nonconstruction Subcontracts - The contractor or subcontractor shall insert in any subcontract the clauses set forth in 29 CFR Part 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR Part 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

ARTICLE XXXV  
CIVIL RIGHTS

35.1. Federal Nondiscrimination - The Grantee agrees to comply with, and assure the compliance by its third party contractors and subcontractors under this Project, with all requirements of Federal nondiscrimination laws including but not limited to: Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq.; Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12132 et seq.; Federal Transit Law at 49 U.S.C. § 5332, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act, " 49 CFR Part 21; and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients", October 1, 2012.

35.2. Federal Equal Employment Opportunity - The following requirements apply to the Project and the Grantee agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA:

(a) General Requirements – The Grantee agrees as follows:

(i) Discrimination Prohibited - In accordance with 42 U.S.C. § 2000e, 49 U.S.C. § 5332, the Grantee agrees to comply with any applicable federal statutes, executive orders, regulations, and federal policies including, but not limited to the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Part 60 et seq., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 Relating to Equal Employment Opportunity") that may in the future affect construction activities undertaken in the course of this Project. The Grantee agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Grantee agrees to comply with any implementing requirements FTA may issue.

(ii) EEO Program Incorporated by Reference - If the Grantee is required to submit and obtain approval of its EEO program, that EEO program approved by the Government is incorporated by reference and made part of this Agreement. Failure by the Grantee to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the Government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Grantee's eligibility to obtain future financial assistance in transportation projects.

(b) Age - In accordance with 49 U.S.C. § 5332, the Grantee agrees to refrain from discrimination against present and prospective employees for reasons of age. The Grantee further agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq., with U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Financial Assistance," 45 CFR Part 90, and with The Age Discrimination in Employment Act (ADEA), 29 U.S.C. Sections 621 through 634 and with U.S. Equal Employment Opportunity Commission regulations, "Age Discrimination in Employment Act," 29 CFR Part 1625.

(c) Disabilities - In accordance with 42 U.S.C. Section 12112, the Grantee agrees that it will comply with the requirements of 29 CFR Part 1630, pertaining to the employment of persons with disabilities. In addition, the Grantee agrees to comply with any implementing regulations FTA may issue.

(d) Sex - In accordance with Title IX of the Educational Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., and with implementing federal regulations that prohibit discrimination on the basis of sex that may be applicable the Grantee agrees to comply with prohibitions against discrimination on the basis of sex, and any federal regulations that may be promulgated.

(e) Language Proficiency - In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order "Improving Access to Services for Persons with Limited English Proficiency", 42 U.S.C. Section 2000d-1 note and with the provisions of U.S. DOT Notice, "DOT Policy Guidance Concerning Recipient's Responsibilities to Limited English Proficiency Persons," 70 Fed. Reg. 74087, December 14, 2005

#### ARTICLE XXXVI

##### Illinois Human Rights Act

36.1. The Grantee shall comply with the "Equal Employment Opportunity Clause" required by the Illinois Department of Human Rights. It is understood that the term "contractor" shall also mean "Grantee." The Equal Employment Opportunity Clause reads as follows and shall apply to the Project:

In the event of the Grantee's non-compliance with any provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act Rules and Regulations of the Illinois Department of Human Rights (hereinafter "DOHR"), the Grantee may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Grantee agrees as follows:

- (a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (b) That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the DOHR's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organizations or representative of the Grantee's obligations under the Illinois Human Rights Act, and the DOHR's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Grantee in its efforts to comply with such Act and Rules and Regulations, the Grantee will promptly notify the DOHR and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (e) That it will submit reports as required by the DOHR's Rules and Regulations, furnish all relevant information as may from time to time be requested by the DOHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- (f) That it will permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the DOHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the DOHR's Rules and Regulations.
- (g) That it will include verbatim or by reference the provisions of this Civil Rights section in every contract and subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this agreement/contract, the Grantee will be liable for compliance with applicable provisions of this clause by such contractors and subcontractors; and further it will promptly notify the contracting agency and the DOHR in the event any contractor or subcontractor fails or refuses to comply therewith. In addition, the Grantee will not utilize any contractor or subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.
- (h) In addition, Grantee is subject to the Illinois Human Rights Act, 775 ILCS 5/1-101, which prohibits discrimination against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of



protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service in connection with the availability of public accommodations.

ARTICLE XXXVII  
Sexual Harassment

37.1. The Grantee will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Grantor upon request.

ARTICLE XXXVIII  
Disadvantaged Business Enterprise ("DBE")

38.1. To the extent required by federal law, regulation, or directive, the Grantor encourages all of its grantees to make a good-faith effort to contract with DBEs. Grantees agree to facilitate participation of Disadvantaged Business Enterprises (DBE) as follows:

(a) The Grantee agrees to comply with Section 1101 of FAST Act, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 CFR Part 26, including any amendments thereto that may be issued during the term of this Agreement.

(b) The Grantee agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any contract or agreement awarded by Grantee under this Agreement. The Grantee shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of any contract awarded by Grantee under this Agreement. The Grantee agrees to take all necessary and reasonable steps under 49 CFR Part 26 to ensure that eligible DBE's have the maximum feasible opportunity to participate in U.S. DOT assisted contracts.

The Grantee DBE program, if required by 49 CFR Part 26 and as approved by U.S. DOT is incorporated by reference in this Agreement. Implementation of this program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Grantee of its failure to carry out its approved program, U.S. DOT may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

(c) The Grantee agrees to include the following clauses in all agreements between the Grantee and third parties funded in whole or in part with Government assistance:

((i) "The (contractor or subcontractor) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this (contract or agreement). The (contractor or subcontractor) shall carry out applicable requirements of 49 CFR Part 26 in the award and administration this (contract or agreement). Failure by the (contractor, or subcontractor) to carry out these requirements is a material breach of the (contract or agreements), that may result in the termination of this (contract or agreement) or such other remedy as the (Grantee) deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b)."

(d) "The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 14 days from the receipt of each payment the prime contractor receives from (the Grantee). Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of (the Grantee)."

#### ARTICLE XXXIX

##### Disabilities

39.1. Americans with Disabilities Act (ADA) - The Grantee shall comply with all applicable state and federal requirements under the ADA.

39.2. Access Requirements for Individuals with Disabilities - The Grantee agrees to comply with 49 U.S.C. Section 5301(d); the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. §§ 12101 et seq.; § 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq.; and the following regulations and any amendments thereto:

- (a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37.
- (b) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27;
- (c) U.S. DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38;
- (d) U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR Part 35;
- (e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 CFR Part 36;
- (f) U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 CFR Subpart 101-19.
- (g) U.S. Equal Employment Opportunity Commission (EEOC) "Regulations to Implement the Equal Employment Provisions of the ADA," 29 CFR Part 1630;
- (h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Persons with Disabilities," 47 CFR Part 64, Subpart F;
- (i) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR Part 609;
- (j) U.S. Architectural and Transportation Barriers Compliance Board (ATBCB) regulations, 36 CFR Part 1194;

39.3. Over-the-Road Accessibility Program (OTRB) – The Grantee agrees to comply with the requirements of § 3038 of TEA-21, as amended by § 3007 of FAST ACT, 49 U.S.C. § 5310 note. The Grantee also agrees to comply with U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, Subpart H, and with joint U.S. ATBCB/U.S. DOT regulations, "Americans with Disabilities Accessibility Specifications for Transportation Vehicles," 35 CFR Part 1192 and 49 CFR Part 38.

#### ARTICLE XL

##### Confidentiality - Drug or Alcohol Abuse

40.1. To the extent applicable, the Grantee agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, And Rehabilitation Act of 1970, as amended,

42 U.S.C. §§ 4541 et seq., and the Public Health Service Act of 1912, 42 U.S.C. §§ 201 et seq., and any amendments thereto.

ARTICLE XLI

Transportation Infrastructure Finance and Innovation Act

41.1. The Grantee agrees to comply with the requirements of the Transportation Infrastructure Finance and Innovation Act (TIFIA), with regard to any TIFIA funds received by the Grantee.

The Grantee also agrees to include the requirements of this Civil Rights section in each applicable contract, subcontract, or agreement financed in whole or in part with federal assistance.

ARTICLE XLII

INTELLECTUAL PROPERTY

42.1. Patent Rights

(a) In accordance with 37 CFR Part 401, if any invention, improvement, or discovery of the Grantee or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Grantee agrees to notify the Grantor and FTA immediately and provide a detailed report. The rights and responsibilities of the Grantee, third party contractors and the Government with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof.

(b) The Grantee agrees to include this Intellectual Property section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.2 Rights in Data and Copyrights

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following restrictions apply to all subject data first produced in the performance of this Agreement:

(i) Except for its own internal use, the Grantee may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Grantee authorize others to do so, without the written consent of the Government, until such time as the Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(ii) The Government reserves a royalty-free non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal and state Government purposes:

1) Any subject data developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

2) Any rights of copyright to which a grantee or a third party contractor purchases ownership with federal or state assistance.

42.3. When the Government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA's and the Grantor's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or the Grantor determines otherwise, the Grantee of Government assistance to support planning, research, or development, or a demonstration project financed under Administrative Code Title 92, Chapter I, Subchapter h, Part 651as amended, understands and agrees that, in addition to the rights set forth in subparagraph 42.2(b) of this Patent Rights section, the Government may make available to the Grantee and/or any third party contractor, or third party subcontractor, either the Government's license in the copyright to the subject data derived under this Agreement or a copy of the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this

Agreement, is not completed for any reason whatsoever, all data developed under that Project shall become data as defined in subparagraph 42.2(a) of this Patent Rights section and shall be delivered as the Government may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Grantee's use, which costs are financed in whole or in part with Government assistance for transportation capital projects.

42.4. Unless prohibited by state law, the Grantee agrees to indemnify, save and hold harmless the Government, their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any willful or intentional violation by the Grantee of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. However, the Grantee shall not be required to indemnify the Government for any such liability arising out of the wrongful acts of employees or agents of the Government.

42.5. Nothing contained in this Patent Rights section pertaining to rights in data shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Grantor and FTA under any patent.

42.6. The requirements of subparagraphs 42.2(b), 42.3, and 42.4 of this Patent Rights section do not apply to material furnished to the Grantee by the Government and incorporated in the work carried out under the Agreement; provided that such incorporated material is identified by the Grantee at the time of delivery of such work.

42.7. Unless the Government determines otherwise, the Grantee agrees to include the requirements of subparagraphs 42.2(a) through 42.6 of this Patent Rights section in its third-party contracts for planning, research, studies, development, or demonstration under this Project.

42.8. The Grantee understands and agrees that data and information submitted to the Government may be required to be made available under the Freedom of Information Act or other federal statutes in accordance with 49 CFR Part 19.36(d), or by subsequent laws or regulations.

42.9. Export Control – The Grantee agrees that it will not export any technical information to any countries or foreign persons without first obtaining the necessary licenses as required by export control regulations.

#### ARTICLE XLIII

SEAT BELT USE

43.1. To the extent required by the Illinois Mandatory Seatbelt Law (625 ILCS 5/12-603.1 et seq.), the Grantee shall establish a safety belt use policy requiring employees to use the appropriate occupant restraint protection devices as provided in the vehicle being driven while on official business. A copy of the safety belt policy shall be provided to the Grantor upon request. In addition, the Grantee shall require each driver or passenger of a motor vehicle, used pursuant to this Grant and operated on a street or highway in Illinois, to wear a properly adjusted and fastened seat safety belt, unless exempted pursuant to such statute.

ARTICLE XLIV

ENVIRONMENTAL REQUIREMENTS

44.1. The Grantee recognizes that many federal and state statutes imposing environmental, resource conservation, and energy requirements may apply to the Project including: the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29 United States Code; the Clean Water Act (CWA), as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. Chapter 53. Accordingly, the Grantee agrees to adhere to, and agrees to impose on its third party contractors, any such federal and state requirements as the Government may now or in the future promulgate. The Grantee expressly understands that the following list may not set forth all federal environmental requirements applicable to the Grantee and the Project, however the Grantee agrees, minimally, as follows:

(a) Environmental Protection - To the extent applicable, the Grantee agrees to comply with: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, , 49 U.S.C. App. Section 1610; the Council on Environmental Quality regulations, 40 CFR Parts 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 CFR Part 771 and 49 CFR Part 622, and subsequent federal environmental protection regulations that may be promulgated. As a result of enactment of 23 U.S.C. §§ 139 and 326, as well as to amendments to 23 U.S.C. § 138, environmental decision-making requirements imposed on FTA projects to be implemented consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU. Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued, except to the extent that FTA determines otherwise in writing.

(b) Air Quality – To the extent applicable, the Grantee agrees to comply with all applicable federal laws, regulations, and directives implementing the Clean Air Act (CAA), as amended, 42 U.S.C. §§ 7401 through 7671q, and:

(i) The Grantee agrees to comply with applicable requirements of section 176(c) of the CAA, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 CFR Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 CFR Part 93 and any subsequent federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Grantee agrees to implement each air quality mitigation or control measure incorporated in the Project. The Grantee further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the design concept and scope of the Project set forth in the SIP.

(ii) In the event the Grantee is an operator of large public transportation bus fleets, then the Grantee agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86, and "Fuel Economy of Motor Vehicles," 40 CFR Part 600.

(iii) The Grantee also agrees to comply with the notification of violating facilities provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. §7606 note.

44.2 Use of Public Lands – To the extent applicable, the Grantee agrees that in implementing its Project, it will not use any publicly owned land from a park, recreation area, or wildlife or water fowl refuge of national, state, or local significance as determined by the federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance may be used for the Project unless the federal Government makes the findings required by 49 U.S.C.

Section 303(b) and 303(c). The Grantee also agrees to comply with joint FHWA/FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 CFR Part 774, and referenced in 49 CFR Part 622.

44.3 Wild and Scenic Rivers - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the Wild and Scenic Rivers Act of 1968, as amended, 15 U.S.C. §§ 1271 through 1287, relating to protecting components of the national wild and scenic rivers system; and to the extent applicable, to comply with U.S. Forest Service regulations, "Wild and Scenic Rivers," 36 CFR Part 297, and with U.S. Bureau of Land Management regulations, "Management Areas," 43 CFR Part 8350.

44.4 Coastal Zone Management - To the extent applicable, the Grantee agrees to assure Project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. §§ 1451 et seq.

44.5 Wetlands - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for wetlands in accordance with Executive Order No. 11990, as amended, "Protection of Wetlands", 42 U.S.C. §4321 note.

44.6 Floodplains - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the flood hazards protections in floodplains in accordance with Executive Order No. 11988, as amended, "Floodplain Management," 42 U.S.C. § 4321 note.

44.7 Endangered Species and Fisheries Conservation - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the protections for endangered species in accordance with the Endangered Species Act of 1973, as amended, 16 U.S.C. §§ 1531 through 1544, and the Magnuson Stevens Fisheries Conservation Act, as amended, 16 U.S.C. §§ 1801 et seq.

44.8 Historic Preservation - To the extent applicable, the Grantee agrees to assist the Government to comply with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, Executive Order No. 11593, "Protection and Enhancement of the Cultural Environment", 16 U.S.C. § 470 note; and the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. §§ 469a through 469c involving historic and archaeological preservation.

44.9 Mitigation of Adverse Environmental Effects - Should the proposed Project cause adverse environmental effects, the Grantee agrees to take all reasonable steps to minimize such effects pursuant to 49 U.S.C. § 5324(b),, all other applicable statutes, and the procedures set forth in 23 CFR Part 771 and 49 CFR Part 622.

44.10 Energy Conservation - To the extent applicable, the Grantee and its third-party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state

energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq. In addition, to the extent applicable, the Grantee agrees to perform an energy assessment for any building constructed, reconstructed or modified with federal funds, as provided in "Requirements for Energy Assessments," 49 CFR Part 622, Subpart C.

44.11 Clean Water and Safe Drinking Water - For all contracts and subcontracts exceeding \$100,000, the Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to 33 U.S.C. Section 1251 et seq. The Grantee also agrees to protect underground sources of drinking water, as provided in the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

44.12 Environmental Justice - To the extent applicable, the Grantee and its contractors and subcontractors shall comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations," 42 U.S.C. § 4321 note.

44.13 Clean Fuels - To the extent applicable, the Grantee and its contractors and subcontractors agree to comply with the requirements of 49 CFR § 5308, and with the provisions of 49 U.S.C. § 530.7 and with FTA regulations, "Clean Fuels Grant Program", 49 CFR Part 624.

44.14 Indian Sacred Site - To the extent applicable, the Grantee agrees to facilitate compliance with the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, in compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and with Executive Order No. 13007, "Indian Sacred Sites," 42 U.S.C. § 1996 note.

44.15 Job Access and Reverse Commute Formula Grant Program - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5316, and applicable provisions of 49 U.S.C. § 5307, and FTA Circular 9050.1, "The Job Access and Reverse Commute Program Guidance and Applications Instructions," including any revisions thereto.

#### ARTICLE XLV PRIVACY

45.1 Should the Grantee, or any of its third party contractors, or their employees, administer or control any system of records on behalf of the Government, the Privacy Act of 1974 (5 U.S.C. § 552a) and the Data Processing Confidentiality Act (30 ILCS 585) imposes information restrictions on the party managing the system of records, and the Grantee and its third party contractors shall protect said information in accordance with the requirements of these Acts.

#### ARTICLE XLVI PROTECTION OF SENSITIVE SECURITY INFORMATION

46.1 To the extent applicable, the Grantee agrees to comply with 49 U.S.C. § 40119(b), with implementing "Protection of Sensitive Security Information", 49 CFR Part 15, with 49 U.S.C. § 114(S) and "Protection of Sensitive Security Information", 49 CFR Part 1520, and any other implementing regulations, requirements or guidelines that the federal government may issue.

The Rest of this page is left intentionally blank



PART TWO ATTACHMENT 1

CERTIFICATION AND RESTRICTIONS ON LOBBYING  
(for federal funding > \$100,000)

I, David Zimmerman, County Board Chairman - hereby certify  
(Name and title of official)

On behalf of County of Tazewell that:  
(Name of Grantee)

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

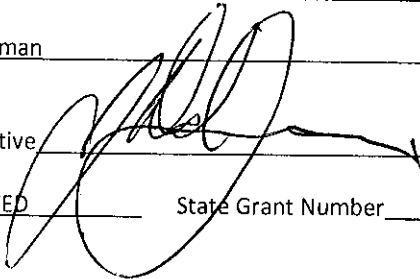
The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, et seq., are applicable thereto.

Name of Grantee County of Tazewell

Type or print name David Zimmerman

Signature of authorized representative  Date

Contract Number OP-23-39-FED State Grant Number OP-23-39-FED

PART TWO ATTACHMENT 2

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 County of Tazewell ("Grantee"). In this capacity, my opinion has been requested concerning the eligibility of County of Tazewell for grant assistance under the provisions of 49 U.S.C. § 5311 ("Section 5311"). I have also reviewed the Section 5311 Operating Assistance Grant Agreement, Contract No. OP-23-39-FED, Grant No. OP-23-39-FED, ("Agreement") tendered by the State of Illinois ("State") to the Grantee. I hereby advise as follows:

1. The Grantee is an eligible "Subrecipient" as defined in Section 5311.
2. There are no provisions in the Grantee's charter or by-laws or in the laws or rules of the State, the United States of America, or any unit of local of government that preclude or prohibit the Grantee from entering into the 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 courts which would adversely affect this application, or which seeks to prohibit the Grantee from contracting with the State for the purpose of receiving a State operating assistance grant.

Based upon the foregoing, I am of the opinion that the Grantee is an eligible Subrecipient under the provisions of Section 5311, and that it is fully empowered and authorized to enter into this Agreement and to accept the grant from the State.

Signature: \_\_\_\_\_

(Attorney's Name) LEVIN JOHNSON

Attorney for: \_\_\_\_\_ County of Tazewell

Date: 11/22/22

PART TWO ATTACHMENT 3

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF FEDERAL 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF \_\_\_\_\_ County of Tazewell \_\_\_\_\_:

Section 1. That an application be made to the Office of Intermodal Project Implementation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2023 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of \_\_\_\_\_ County of Tazewell \_\_\_\_\_ (Name of Applicant).

Section 2. That while participating in said operating assistance program the \_\_\_\_\_ County of Tazewell \_\_\_\_\_ will provide all required local matching funds.

Section 3. That the \_\_\_\_\_ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of \_\_\_\_\_ County of Tazewell \_\_\_\_\_ such application.

Section 4. That the \_\_\_\_\_ (Title of Certifying Officer) is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That \_\_\_\_\_ (Title of Certifying Officer) is hereby authorized and directed to execute and file on behalf of \_\_\_\_\_ County of Tazewell \_\_\_\_\_ Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2023.

Section 6. That the \_\_\_\_\_ (Title of Certifying Officer) is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2023.

PRESENTED and ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20

\_\_\_\_\_  
(Signature of Authorized Official)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(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:

#### ARTICLE XLVII DEFINITIONS

47.1 As used in this Agreement:

- A. "Contractor" or "Third Party contractor" means or refers to a vendor or contractor retained by the Grantee in connection with the performance of the Project, and paid or financed, in whole or in part, with funds received by the Grantee in connection with this Agreement.
- B. "FHWA" means the Federal Highway Administration of the United States Department of Transportation.
- C. "FTA" means the Federal Transit Administration of the United States Department of Transportation. Any reference in any law, map, regulation, document, paper, or other record of the United States to the Urban Mass Transportation Administration shall be deemed a reference to the Federal Transit Administration.
- D. "Government" means both the government of the United States of America and/or the State of Illinois.
- E. "Non-Metro", "Non-Urbanized" refer synonymously to any area outside an urbanized area with a population of less than 50,000 inhabitants, as defined by the U.S. Bureau of the Census.
- F. "Project" means the mass transportation project for which grant funds are to be used by the Grantee pursuant to this Agreement, as described in Grantee's final approved application.
- G. "Project Costs" means the sum of eligible costs incurred in performing the work on the Project, including work done by the Grantee, less proceeds from sale of scrap and replaced assets.
- H. "Project Facilities" means any asset, including but not limited to fixed facilities, rolling stock, equipment, real property, and office furniture, purchased with funds paid to the Grantee pursuant to this Agreement.
- I. "Section 5311" refers to the "Formula Grants for Rural Areas" section of the Federal Transit Act of 1992, as amended. See 49 U.S.C. Section 5311. "Section 5311" may also include subsection 5311(f) involving "Intercity Bus Transportation." See 49 U.S.C. Section 5311(f).
- J. "U.S. DOT" means the United States Department of Transportation.

#### ARTICLE XLVIII PROJECT SCOPE

48.1 The Grantee agrees to provide, or cause to be provided through its contractor(s), the public transportation

services described in the Grantee's final approved application and the service plan on file at the Grantor 's offices and subsequent submittals, information, and documentation, provided by the Grantee in support thereof, all as approved by Grantor representatives. The Grantee's application and service plan are incorporated into this Agreement by reference.

ARTICLE XLIX  
FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)

49.1 Part One, Section 1.3 identifies the Federal Award Identification Number(s) (FAIN) relevant to this Agreement. In some instances, FTA assigns a temporary FAIN which may be referenced in Section 1.3. In the event that FTA has assigned a temporary FAIN and then assigns a permanent FAIN after this Agreement has been executed, the Grantor will notify the Grantee of the new permanent FAIN.

ARTICLE L  
PROJECT BUDGET

ARTICLE LI The Uniform Budget is attached as PART THREE ATTACHMENT 1.

51.1 The Grantor will fund up to 100% of eligible operating deficit incurred by the Grantee (and/or Grantee's contractor) during the Term to reimburse the Grantee for the provision of public transportation and intercity bus service, as approved by the Grantor for the Project, up to the amount as stated in the Uniform Budget. The method for determining the intercity bus portion of the project shall be in accordance with the Grantor's guidelines, as from time to time adopted.

51.2 In no event shall the Grantor's funding participation under this Agreement exceed the total Grantor Grant available for the Project. The maximum amount of the operating assistance for the Project under this Agreement is \$ \$267,719.00

51.3 The Grantee further understands that the Grantor shall not make a grant which, when combined with federal funds or funds from any other source, is in excess of 100% of the Project Cost. In the event payment or reimbursement by the Grantor results in receipt by the Grantee from all sources a total amount in excess of 100% of the Project costs, the Grantor does not waive its right to require the Grantee to promptly refund any excess funds provided under this Agreement. The determination of any refund due the Grantor will be made after project close-out and completion of an audit.

51.4 The Grantee shall carry out the Project and shall incur obligations against and make disbursements of Project funds only in conformity with the Uniform Budget. Budget line items may be adjusted by the Grantee with prior notification of the Grantor. However, any amendment to the Uniform Budget should be in accordance with the provisions of ARTICLE VI and ARTICLE XXVI, Section 26.5 of this Agreement. No liability shall be incurred by the State in excess of the aforementioned amounts of the Grant.

ARTICLE LII  
ACCOMPLISHMENT OF THE PROJECT

52.1 General Requirements - The Grantee shall commence, carry out, and complete the Project with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement and in compliance with all applicable laws and Grantor guidelines, as from time to time adopted.

52.2 Pursuant to Federal, State, and Local Law - In the performance of its obligations pursuant to this Agreement,

the Grantee and its contractors shall comply with all applicable provisions of federal, state and local law, including the applicable provisions of the current Master Agreement between the Grantor and FTA. All limits and standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application to the performance of the Project of more restrictive local standards that are not inconsistent with the limits and standards of this Agreement.

(a) The Grantee agrees that the most recent of such federal and state requirements, in effect at any particular time will govern the administration of this Agreement, except if there is sufficient evidence in the Agreement of a contrary intent. Such contrary intent might be evidenced by a letter signed by either the Federal Transit Administration or the Grantor, the language of which modifies or otherwise conditions the text of a particular provision of this Agreement. Likewise, new federal and state laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed that may apply to this Agreement. To achieve compliance with changing federal and state requirements, the Grantee agrees to include in all third-party contracts financed in whole or in part with Government assistance, specific notice that federal and state requirements may change and such changed requirements will apply to the Project and the contract(s). The Grantee and such contractors further agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable FTA Circulars.

52.3 Funds of the Grantee - The Grantee shall initiate and prosecute to completion all proceedings necessary to enable the Grantee to provide its share of the Project Costs at or prior to the time that such funds are needed to meet Project Costs.

52.3 Changed Conditions Affecting Performance (i.e., Disputes, Breaches, Defaults, or Litigation) - The Grantee shall immediately notify the Grantor of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

52.4 No Government Obligations to Third Parties - The Grantor and FTA shall not be subject to any obligations or liabilities by, through or to contractors of the Grantee or their subcontractors or to any other person not a party to this Agreement, in connection with the performance of this Project, without its express written consent, notwithstanding its concurrence in or approval of the award by the Grantor or FTA of any contract or subcontract or the solicitation thereof. The Grantee agrees to include this clause in each contract and subcontract financed in whole or in part with federal and/or state assistance.

52.5 Grantee's Responsibility for Compliance - Irrespective of the participation of other parties or third party contractors in connection with the Project, the Grantee shall continue to have primary responsibility to the Grantor and FTA for compliance with all applicable federal and state requirements as may be set forth in statutes, regulations, executive orders, the Master Agreement between the Grantor and FTA (a copy of which is incorporated herein by reference), and the Agreement for this Project.

To ensure the Grantee meets this requirement, the Grantee shall designate a Program Compliance Oversight Monitor ("PCOM"), who must be either 1) an employee(s) of the Grantee; 2) an employee(s) of a unit of local government with whom the Grantee has entered into an intergovernmental agreement for rural public transportation service; or 3) a shared employee(s) between two grantees who receive 5311 and/or rural DOAP funds directly from the Grantor with contiguous service areas, whereby the employee prepares separate reports and maintains separate records for each grantee, has no real or apparent conflict of interest, and is pre-approved in writing by the Grantor. A mass transit district may appoint its director to be the PCOM.

All direct PCOM related expenses must be commensurate with the level of public transportation service being provided by the Grantee in order to be considered eligible administrative costs. The PCOM shall be responsible for the following:

(a) General Program Knowledge - The PCOM shall possess proficiency in areas including, but not limited to:

(i) Relevant federal and state grant program(s) purpose and funding; and

(ii) State and federal public transportation capital and operating grant requirements.

(iii) Basic understanding of governmental finance and accounting.

(b) Public Transportation Service Plan - The PCOM shall develop and update, as needed, a Public Transportation Service Plan ("PTSP") that is approved in writing by the Grantor. In the PTSP, the Grantee shall provide the following:

(i) A list of all of the public and specialized transportation service providers, Human Services Transportation Plan ("HSTP") Coordinators, and stakeholders within the Grantee's territorial boundaries;

(ii) The methodology by which the Grantee shall ensure that public transportation service planning, design, and operation is open, transparent, and coordinated to the maximum extent possible;

(iii) For multi-county systems, the methodology by which the Grantee shall ensure that the level of service provided (number of vehicles, days, hours, and miles) by the Grantee and/or its operator(s), if any, for each county within the Grantee's territorial boundaries is commensurate with the amount of state and federal funding allocated to each county;

(iv) An explanation of the Grantee's and its operator's, if any, public transportation complaint procedures; and

(v) Any additional information requested by the Grantor.

(c) Monitoring - The PCOM shall monitor and analyze the following:

(i) The level and performance of public transportation service being provided by the Grantee and/or its operator(s), if any, within the Grantee's territorial boundaries. The PCOM shall monitor the following measures: hours of service, days of service, number of vehicles, revenue vehicle hours, revenue vehicle miles, system expenses and revenues, ridership, trip denials, revenue hours, miles per vehicle, and cost per trip/mile/hour;

(ii) The utilization, condition, and maintenance of Project Facilities;

(iii) The driver and staff training activities of the Grantee and/or its operator(s), if any;

(iv) All service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries. For the service contracts, the PCOM shall monitor the revenues received and the number of trips provided. The PCOM shall ensure all service contract revenue collected by the Grantee and/or its operator(s) is properly accounted for, and reimbursements are reconciled with the Public Transportation Account at the end of the Term of the Agreement;

(v) Compliance with the requirements of this Agreement;

(vi) The ability for all customers to obtain pertinent public transportation information and schedule service with the Grantee and/or its operator(s), if any; and

(vii) Any additional items requested by the Grantor.

(d) Complaint Procedures - The PCOM shall document, investigate (if necessary), and resolve to the extent practicable all complaints regarding the public transportation provided by the Grantee and/or its operator(s), if

any. Retention of all ADA-related complaints for at least one year; and Retention of a summary of all ADA-related complaints for at least two years

(e) Program Reviews - The PCOM shall assist in all of the Grantor's program reviews and audits of the Grantee and its operator(s), if any, and attend all meetings between the Grantee and the Grantor.

(f) Training - The PCOM shall attend, at a minimum, any relevant local and regional public and specialized service coordination meetings, such as the Rural Transit Assistance Center's ("RTAC") Primer or HSTP meetings; the RTAC's spring conference; and any training sessions identified by the Grantor.

(g) Public Transportation Account - On forms provided by the Grantor, the PCOM shall monitor the Public Transportation Account ("PTA") by identifying and tracking deposits and withdrawals into and out of the PTA, the interest earned, and the balance of funds in the account.

(h) Reporting - The PCOM shall submit i) quarterly, at a minimum, a written report to the Grantee's governing body and, if applicable, the governing body of any entity being provided service pursuant to an intergovernmental agreement or service contract with the Grantee and ii) annually, a written report to the Grantor that is submitted with the Grantee's 4th Quarter Actual Requisition. The Grantee shall provide the Grantor copies of the quarterly report at the request of the Grantor. The reports shall contain the following information:

(i) A summary of all public transportation service coordination meetings, initiatives, and activities undertaken by the Grantee and the Grantee's operator(s), if any;

(ii) A summary and analysis of the activities monitored pursuant to this Accomplishment of the Project section, with recommendations and timeframes to correct any problems identified. For the service contracts, if any, in addition to a summary of the items being monitored, the Grantee shall also provide the following information: a list of all service contracts associated with the Project, including any service contracts between the Grantee's operator and a third party within the Grantee's territorial boundaries, and a summary of the Grantee's efforts to obtain additional service contracts;

(iii) A summary and analysis of public transportation complaints and, if applicable, the satisfaction of any entity receiving service from the Grantee or its operator pursuant to a service contract, as well as recommendations and timeframes to correct any problems identified;

(iv) For the annual report to the Grantor, an accounting of all PTA transactions during the Term of the Agreement and the amount of funds in the PTA to be carried over for future public transportation capital or operating expenses; and

(v) Any additional information requested by the Grantor.

#### ARTICLE LIII LABOR LAW COMPLIANCE

53.1. Standard Public Transportation Employee Protective Arrangements - To the extent that FTA determines that public transportation operations are involved, the Grantee agrees to carry out the public transportation operations work on the underlying contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Grant and to meet the



employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Grantee's Project from which federal assistance is provided to support work on the underlying contract. The Grantee agrees to carry out that work in compliance with the conditions stated in the U.S. DOL's certification. The requirements of this subsection, however, do not apply to any agreement financed with federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2) or subsection 3007 of FAST Act, for projects for nonurbanized areas authorized by 49 U.S.C. § 5311, or projects for the over-the-road bus accessibility program authorized by § 3038 of the Transportation Equity Act for the 21st Century (TEA-21), Pub. L. 105-178, June 9, 1998, as amended, and as amended by § 3007 of FAST Act, 49 U.S.C. Section 5310 note. Alternative provisions for those projects are set forth below.

53.2. Public Transportation Employee Protective Arrangements for Projects in Nonurbanized Areas - If the grant involves transit operations financed in whole or in part with 49 U.S.C. § 5311 federal assistance, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor and the procedures implemented by U.S. DOL Guidelines in accordance with "Section 5333(b), Federal Transit Law," 29 CFR Part 215, or any revisions thereto.

53.3. Employee Protective Arrangements for Projects Financed by Over-the-Road Bus Accessibility Program - To the extent applicable, the Grantee agrees to comply with the terms and conditions of the most current Special Warranty for the Over-the-Road Bus Accessibility Program agreed to by the U.S. Secretary of Transportation and Labor, and with the U.S. DOT guidelines, "Section 5333(b), Federal Transit Law," 29 CFR Part 215 and any revisions thereto.

53.4 The Grantee agrees to comply with the specific U.S. Department of Labor Transit Employee Protective Requirements incorporated herein by reference and on file with the Grantor.

#### ARTICLE LIV CONTINUANCE OF SERVICE

54.1. The Grantee agrees to use its best efforts to continue to provide, either directly, through a service agreement, intergovernmental agreement, or by contract, as the case may be, the public transportation services described in the Grantee's final, approved application and service plan. No reduction or termination of such service shall be made without compliance with all applicable statutory and regulatory provisions, and the approval of the Grantor. Unless otherwise approved by the Grantor in writing, at least thirty (30) days prior to (a) any proposed reduction or termination of such service or (b) the filing of a request for such reduction or termination with the Grantor, whichever comes first, the Grantee shall give written notice of the proposed action to all units of local government within the Grantee's service area. The Grantee shall give written notice of the proposed reduction or termination of service to the Grantor, detailing the services that are proposed for reduction or termination. The Grantor shall approve or disapprove the proposed reduction or termination prior to the expiration of the notice period.

#### ARTICLE LV REAL PROPERTY, EQUIPMENT AND SUPPLIES

55.1. The Grantee acknowledges that the federal government retains an interest in Project Facilities until, and to the extent, that the federal government relinquishes its interest in such Project Facilities. Unless otherwise approved by the Grantor in writing, the following conditions apply to real property, equipment and supplies financed or paid for with funds paid to the Grantee under this Agreement.

(a) Use of Project Facilities - The Grantee agrees that Project Facilities shall be used for the provision of Project transit services for the duration of their useful life, as determined by the Grantor. Should the Grantee unreasonably delay or fail to use Project Facilities for the Project during their useful life, the Grantee agrees that the Grantor may require the Grantee to return the entire amount (or a portion thereof) of Grant funds that were paid to Grantee for the Project. The Grantee further agrees to notify the Grantor within 30 calendar days from the date any Project Facilities are withdrawn from use in transit service or when Project Facilities are used in a manner substantially different from the representation made by the Grantee in its Application.

(b) The Grantee shall keep satisfactory records with regard to the use of the Project Facilities and shall submit to the Grantor upon request such information as the Grantor may require in order to assure compliance with this Real Property, Equipment and Supplies section, and the Grantee shall immediately notify the Grantor in all cases where Project Facilities are used in a manner substantially different from that described in the Grantee's final, approved application. The Grantee shall maintain in amount(s) and form satisfactory to the Grantor, such insurance or self-insurance as will be adequate to protect Project Facilities throughout the period of required use. The cost of such insurance shall not be an item of eligible cost under this Agreement. The Grantee shall also submit, from time to time, to the Grantor upon request, a certification that the Project Facilities are still being used in accordance with the terms of this Agreement and further certify that no part of the local contribution to the cost of the Project has been refunded or reduced.

55.2. Maintenance - The Grantee agrees to maintain any Project Facilities at a high level of cleanliness, safety, and mechanical soundness and in accordance with any guidelines, directives, or regulations that the Grantor, FTA, manufacturer, or contractor may issue (the stricter standard to apply unless expressly excused by the Grantor), including, but not limited to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201. For vehicles, the manufacturer's suggested maintenance and inspection schedule will be considered the minimum maintenance standard that must be adhered to. For vehicles, the Grantee must establish and follow a written maintenance plan, which includes pre-trip inspections, a preventative maintenance program, and documentation of routine maintenance and repairs. For fixed facilities, the Grantee shall establish and follow a written maintenance plan and document any maintenance and repairs performed. The Grantor and FTA shall have the right to conduct periodic inspections for the purpose of confirming proper maintenance pursuant to this Real Property, Equipment and Supplies section. The Grantor reserves the right to require the Grantee to restore, repair or replace Project Facilities or pay for damage as a result of abuse, neglect, or misuse of such Project Facilities.

55.3. If, at any time during the useful life of the Project Facilities, any of the Project Facilities are not used for the purposes specified in this Agreement, whether by planned withdrawal, misuse, or casualty loss, the Grantee shall immediately notify and receive approval from the Grantor prior to disposing of such Project Facilities. Any such disposition shall be in accordance with Grantor procedures and this Agreement.

#### 55.4. Transfer of Project Facilities

(a) Grantee Request - The Government agrees that the Grantee may transfer Project Facilities financed under the Downstate Public Transportation Act or the Federal Transit Act, as amended, to a public body to be used solely for public purposes, with no further obligation to the Government, provided that the transfer is approved, in advance, by the Grantor (and the Federal Transit Administration, where required), and conforms with the requirements of 49 U.S.C. Section 5334(h)(1) through 5334(h)(3).

(b) Government Direction - The Grantee agrees that the Government may require the Grantee to transfer title of any Project Facilities financed in whole or in part with federal assistance made available by this Agreement, to the Government or as directed by the Grantor. The Grantee also agrees that the Government may direct the disposition of Project Facilities financed with federal assistance funds made available under this Agreement, as set

forth by 49 CFR Parts 18.31 and 18.32.

55.6. **Withdrawn Property** - If any Project Facilities are not used in public transit service for the duration of their useful life as determined by the Grantor, whether by planned withdrawal, misuse or casualty loss, the Grantee agrees to notify the Grantor thereof at least 30 calendar days prior to a planned withdrawal and not later than 30 days following misuse or casualty loss.

(a) **Federal and/or State Interest in Property** - Unless otherwise approved by the Government in the above circumstances, the Grantee agrees to remit to the Grantor the Government interest in the fair market value, if any, of the Project Facility or any item of the Project Facilities whose unit value exceeds \$5,000, at the option of the Grantor. The portion of that interest shall be determined on the basis of the ratio of the assistance provided by the Government for the particular Project Facility to the actual cost of the Project. In the event the Project Facility is prematurely destroyed by fire, casualty, or natural disaster, the Grantee may, alternatively, fulfill its responsibilities with respect to the damaged facilities, by investing an amount equal to the value of the remaining Government interest in like-kind facilities that are eligible for assistance within the scope of the Project.

(b) **Fair Market Value** - The following requirements apply to the calculation of fair market value:

(c) **Project Facilities** - Unless otherwise approved in writing by the Grantor, the fair market value of the particular Project Facilities involved will be the value as of the time immediately before the occurrence that prompted the withdrawal of the Project Facilities from transit use. The fair market value shall be calculated by one of the following methods: (1) appraised value consistent with state standards and federal standards (49 CFR Part 24); (2) on a straight line depreciation of the Project Facilities, based on a useful life approved by the Grantor irrespective of the reason for withdrawal of Project Facilities from transit use, or (3) the actual proceeds from the public sale of such property. The particular method, in each instance, shall be approved by the Grantor with an objective to obtain the highest fair market value. Any appraiser employed for such purposes shall have experience in appraising similar project equipment and facilities in accordance with state and federal standards. The fair market value of any of the Project Facilities lost or damaged by casualty or fire will be calculated on the basis of the condition of such Project Facilities immediately before the casualty or fire, irrespective of the extent of insurance coverage.

(d) **Exceptional Circumstances** - The Government, however, reserves the right to require another method of valuation to be used if determined to be in the best interest of the Government. In unusual circumstances, the Grantee may request that the Government approve the use of another reasonable method of determining fair market value, including but not limited to accelerated depreciation, comparable sales, or estimated market values. In determining whether to approve an alternate method, the Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Grantee with respect to the preservation or conservation of the value of the particular Project Facilities that, for any reason, have been withdrawn from service.

55.7. **Disposition of Property** - After the end of its useful life, if any Project Facility funded through this Agreement is planned to be disposed of, the Grantee shall notify the Grantor thereof not later than 30 days prior to its planned disposition.

55.8. **Misused or Damaged Property** - If damage to any Project Facilities results from abuse, neglect, or misuse that has taken place with the Grantee's knowledge and consent, the Grantee agrees that the Government may require the Grantee to restore those Project Facilities to their original condition, at the Grantee's sole expense, or refund the fair market value of the Government interest in such damaged Project Facility.

55.9. **Obligations After Project Close-Out** - A Grantee that is a governmental entity agrees that project close-out will not alter its property management obligations set forth in this Agreement and as required by 49 CFR Parts

18.31 and 18.32.

55.10. Encumbrance of Project Property - Unless expressly authorized in writing by the Government, the Grantee agrees to refrain from:

(a) Executing any transfer of title, lease, lien, pledge, mortgage, encumbrance, contract, grant anticipation note, alienation, or other obligation that in any way would affect the Government interest in any of the Project Facilities; or

(b) Obligating itself in any manner to any third party which could result in an encumbrance of any of the Project Facilities.

55.11. Insurance Proceeds - If the Grantee receives insurance proceeds as a result of damage or destruction to the Project Facilities, the Grantee agrees to (i) apply those insurance proceeds to the cost of replacing the damaged or destroyed Project Facilities, (ii) apply such insurance proceeds towards the Project, if agreed to in writing by the Grantor, or (iii) return to the Grantor an amount equal to the remaining Government interest in the damaged or destroyed Project Facilities.

#### ARTICLE LVI PROCUREMENT

56.1. Contracts – Unless directed otherwise by the Grantor in writing, the Grantee must provide the Grantor notice of at least ten (10) business days before executing or obligating itself to any contract funded with assistance provided through this Agreement for goods and property costing between \$300 and \$5,000 and any contract funded with assistance provided through this Agreement for services below \$100,000. All contracts funded with assistance provided through this Agreement for services for \$100,000 or more must be approved by the Grantor prior to the Grantees bid solicitation, executing, or obligating itself to such contract. Failure to notify the Grantor may result in the expense being deemed an ineligible cost pursuant to this Agreement. Any such contract or subcontract shall contain all of the required contract clauses, if any, provided pursuant to this Agreement, and conform to the most recent requirements of FTA 4220.1E “Third Party Contracting Guidance” and “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR part 1201, and other applicable federal regulations pertaining to third party procurements and subsequent amendments thereto. The Grantee shall follow state and federal law and procedures (and local policies not inconsistent therewith) when awarding and administering contracts. The Grantee agrees to give full opportunity for free, open and competitive procurement for each contract as required by state and federal law. No change or modification of the scope or cost shall be made to any such approved contract without prior Grantor approval in writing.

56.2 Exclusionary or Discriminatory Specifications - Apart from inconsistent requirements imposed by federal and state law, the Grantee agrees and shall require all of its contractors for the Project to agree that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 U.S.C. Section 5323(h).

56.3. Award to Other Than the Lowest Bidder - In accordance with 49 U.S.C. § 5325(c), the Grantee may award a third party contract to other than the lowest responsive responsible bidder in connection with a procurement, only when such award furthers an objective (such as improved long-term operating efficiency and lower costs) consistent with the purposes of 49 U.S.C. Chapter 53, and any complementary regulations that FTA may issue.

56.4. Award to Responsive and Responsible Contractors - In compliance with 49 U.S.C. § 5325(j), the Grantee agrees to award third party contracts only to those contractors possessing the ability to successfully perform under

the terms of the proposed procurement. Before awarding a third-party contract, the Grantee agrees to consider:

- (a) The third-party contractor's integrity;
- (b) The third-party contractor's compliance with public policy;
- (c) The third-party contractor's past performance, including the performance reported in Contractor Performance Assessment Reports required by 49 U.S.C. § 5309(l)(2), if any; and
- (d) The third-party contractor's financial and technical resources.

56.5. Force Account - FTA and the Grantor reserve the right to refuse or limit their participation in force account costs.

56.6. Capital Leases - To the extent applicable, the Grantee agrees to comply with FTA regulations, "Capital Leases," 49 CFR Part 639, and any revision thereto and state capital leasing guidelines.

56.7. Buy America - Each third-party contract utilizing FTA assistance must conform with 49 U.S.C. Section 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR Part 661 and any later amendments thereto. The Grantee has read and signed the Buy America Certification (as part of the Grantee's most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section in PART THREE below). The Grantee will incorporate the provisions of the Buy America Certification as a part of every relevant third-party contract.

56.8. Cargo Preference - Use of United States Flag Vessels - The Grantee agrees to comply with 46 CFR Part 381 and to insert the substance of those rules in all applicable contracts issued pursuant to this Agreement.

56.9. Preference for Recycled Products - To the extent applicable, the Grantee agrees to give preference to the purchase of recycled products for use in this Project pursuant to the various U.S. Environmental Protection Agency (EPA) guidelines, "Comprehensive Procurement Guidelines for Products Containing Recovered Materials," 40 CFR Part 247, which implements Section 6002 of the Resource Conservation and Recovery Act, as amended, 45 CFR Part 74.16 codified at 42 U.S.C. § 6962.

56.10. Bus Testing - To the extent applicable, the Grantee agrees to comply with the requirements of 49 U.S.C. § 5318(e) and FTA regulations, "Bus Testing," 49 CFR Part 665, and any amendments to those regulations that may be promulgated.

56.11. Geographic Restrictions - The Grantee and its contractors agree to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by the Grantor and FTA.

56.12. Third Party Disputes or Breaches - The Grantee agrees to pursue all legal rights available to it in the enforcement and defense of any third party contract, and FTA and the Grantor reserve the right to concur in any compromise or settlement of any third party contract claim involving the Grantee. The Grantee will notify FTA and the Grantor of any current or prospective major dispute pertaining to any third party contract. If the Grantee seeks to name the Government as a party to the litigation, the Grantee agrees to inform both FTA and the Grantor before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Grantee will credit the Project account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive

FTA's or the Grantor's immunity to suit.

56.13. Fly America - The Grantee will comply with 49 U.S.C. Section 40118, 4 CFR Part 52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comptroller General LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

56.14. Steel Products – The Grantee shall comply with the applicable provisions of the Steel Products Procurement Act, 30 ILCS 565, when procuring such products for construction projects funded by state funds.

56.15. National Intelligent Transportation Systems Architecture and Standards - To the extent applicable, the Grantee shall comply with the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), as amended by the SAFETEA-LU Technical Corrections Act of 2008, Pub. L. No. 110-244, June 6, 2008, § 5307(c), 23 U.S.C. § 512 note, and the provisions of FTA Notice "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any subsequent further implementing directives.

56.16. Operating Capital - (Equipment and Supplies between \$300 and \$5,000). The Grantee agrees to follow the procedures and practices for the treatment of Operating Capital costs as set forth in the Grantor's guidelines contained in the Section 5310/5311 State Management Plan and any other policies or procedures which the Grantor may issue from time to time. For the purposes of carrying out the Project, the Grantee is to treat certain Operating Capital costs according to the Grantor's Operating Capital guidelines as follows:

(a) Operational Support costs are those eligible Operating Capital items or activities that each have a total cost of \$300 or less; require documentation for audit purposes; need not be recorded in the Grantee's Capital Asset Inventory; and do not require prior Grantor concurrence and procurement procedures.

(b) Equipment and Property costs are those eligible Operating Capital items or activities (exclusive of vehicles) that each have a total cost of between \$300 and \$5,000; must notify the Grantor before purchase; must be properly documented and recorded in the Grantee's Capital Asset Inventory; and must conform to Grantor specified procurement procedures.

(c) Any equipment or property costing more than \$5,000 is deemed a capital purchase and an ineligible cost pursuant to this Agreement. All capital projects funded through Operating Capital procedures must be used exclusively (100%) for Section 5311, 49 U.S.C. Section 5311 (formerly Section 18) transit purposes. The Grantee may use only up to 5% of its Section 5311 operating funds to fund the 50% share of Operating Capital costs for equipment and property between \$300 and \$5,000.

56.17. Operating Capital Obligations, Expenditures and Control - To be eligible for reimbursement under this Agreement, eligible Operating Capital costs must be incurred during the fiscal year governed by this Agreement. Costs shall be considered incurred if the Grantee has obligated the funds by entering into a third-party agreement or completed a force account activity within the fiscal year governed by this Agreement. The Grantee shall maintain ownership of any capital asset purchased even if the user of the asset is an operating entity other than the Grantee. The Grantee must notify the Grantor (and provide supporting documentation satisfactory to the Grantor) at the time obligations are made and prior to payment to a vendor or contractor.

## ARTICLE LVII

ACCOUNTING, RECORDS, AND ACCESS

57.1. Public Transportation Account – The Grantee shall establish and maintain a separate account(s), for the Project (hereinafter referred to as a “Public Transportation Account” or a “PTA”) in conformity with requirements established by the Grantor. The account(s) shall be in a federally insured bank or trust company.

57.2. Funds Received or Made Available for the Project – The Grantee shall only deposit the following in the PTA: all Grant payments received by it from the Grantor pursuant to this Agreement, and all other funds provided for or otherwise received by the Grantee or its public transportation operator(s) on account of the Project and Project Facilities (hereinafter collectively referred to as “Project Funds”). Examples of such types of funds include, but are not limited to, local contribution, revenue from service contracts, etc. All deposits and withdrawals made from the PTA shall be documented on forms provided by the Grantor.

The Grantee shall require the depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, by the deposit or setting aside of collateral of the types and in the manner as described by State law for the security of public funds or as approved by FTA.

All Project Funds held by the Grantee shall draw interest and the amount of such interest earned shall be reported to the Grantor in the annual PTA report. Such interest shall be applied to the Project Cost as directed by the Grantor.

Project Funds may only be used for the following expenses:

(a) Eligible costs; and

(b) Operating expenditures directly related to the Project, pursuant to Grantor procedures.

57.3. Documentation of Project Costs - All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges, in form and content satisfactory to the Grantor.

57.4. Checks, Orders, and Vouchers - Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Public Transit Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose of which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other documents.

57.5. Audit and Inspection - Pursuant to "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR part 1201, the Grantee shall permit, and shall require its contractors to permit, the Grantor or any other state or federal agency authorized to perform audits and inspections, to inspect all work, work sites, materials, payrolls, and other data and records, with regard to the Project, and to audit the books records and accounts of the Grantee and its contractors with regard to the Project as required by 49 U.S.C. § 5325(g). 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. The Grantor may also require the Grantee to furnish at any time prior to close-out of the Project, audit reports prepared according to generally accepted accounting principles.

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. The Grantee agrees to comply promptly with recommendations contained in the Grantor's final audit report.

(a) Grantee's Independent Audit - Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Ill. Code tit. 92, § 651.403. The standards for selection of the auditor and the scope and contents of the audit are contained in Ill. Admin. Code tit. 92, § 651.403; Grantee and its auditor shall become familiar with the pertinent sections of the Illinois Administrative Code and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Grantor. Grantee's audit must include a schedule of operating revenues and expenses for the participant's grant contract period on forms prescribed by the Grantor. Grantee's independent audit shall be submitted to the Grantor no later than 180 days following the last day of the Term of the Agreement. This deadline may be changed, at the discretion of the Grantor, to accommodate the participant's fiscal year periods or due to unforeseen circumstances.

57.6. Access to Records of Grantees - The Grantee agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Grantee pertaining to the Project, as required by 49 U.S.C. § 5325(g). The Grantee further agrees to provide, at as many tiers of the Project as required, sufficient access to records as needed for compliance with federal regulations or to assure proper Project management as determined by the Government.

57.7. Unused Funds - The Grantee agrees that upon completion of the Project, and after payment or provision for payment or reimbursement of all eligible costs, the Grantee shall refund to the Grantor any unexpended balance of the Grant. Prior to close-out, however, the Grantor reserves the right to deobligate unspent funds.

#### ARTICLE LVIII PROJECT CLOSEOUT

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

#### ARTICLE LIX



SCHOOL BUS AND CHARTER SERVICES OPERATIONS

59.1. School Bus Operations - Pursuant to 20 ILCS 2705/2705-305(f), 49 U.S.C. Section 5323(f) or (g), as applicable, and FTA regulations, "School Bus Operations," 49 CFR Part 605, and as a condition of receiving grant monies from the Grantor, the Grantee certifies, by signing this Agreement, 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 thereby 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 2705-305(f) after the date of this certification and this Agreement.

59.2. Charter Bus Operations - Neither the Grantee nor any transit operator performing work in connection with this Project shall engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations "Charter Service," 49 CFR Part 604, and any subsequent Charter Service regulations or federal directives that may be issued, except to the extent that FTA determines otherwise in writing. Any charter service agreement entered into under these regulations is incorporated into this Agreement by reference.

The Grantee agrees not to engage in either school bus or charter operations, and has further signed the certification included in the FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor as stated in the Grantee's Program Specific Warranties section below. If the Grantee or any operator violates the charter or school bus agreement required by 49 U.S.C. § 5323(f), the violator will be barred from receiving federal transit assistance in an amount to be determined by FTA or U.S. DOT.

ARTICLE LX

GRANTEE'S PROGRAM SPECIFIC WARRANTIES

60.1. The Grantee certifies that prior to Grantor execution of this Agreement, the Grantee has provided to the Grantor:

- (a) An executed copy of the most current FTA Certifications and Assurances which is incorporated herein by reference and is on file with the Grantor; and
- (b) An executed Section 5333b Special Warranty which is incorporated herein by reference and is on file with the Grantor.

ARTICLE LXI

NOTICE OF CURRENT OR PROSPECTIVE LEGAL MATTERS

61.1 If this agreement, or any subcontract, is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220, the Grantee must promptly notify the Grantor if a current or prospective legal matter emerges that may affect the federal government. The Grantee must include similar notification requirement in its Third Party Agreements and must require each Third Party Participant to include an equivalent provision in its sub agreements at every tier of non-procurement awards of any amount and all lower tiers of procurement transactions expected


to equal or exceed \$25,000.

PART THREE ATTACHMENT 1  
UNIFORM BUDGET

**Rest of this page intentionally left blank**

Tazewell County Monthly Resolution List - November 2022

| RES#      | Account  | Type | Account Name | Parce#           | Total Collected | County Clerk | Auctioneer | Recorder/ Sec of State     | Agent    | Misc/ Overpmt | Treasurer |
|-----------|----------|------|--------------|------------------|-----------------|--------------|------------|----------------------------|----------|---------------|-----------|
| 11-22-001 | 0822028T | SAL  | DEBORAH BROD | 04-10-03-432-006 | 807.40          | 0.00         | 0.00       | 57.40                      | 450.00   | 0.00          | 300.00    |
| Totals    |          |      |              |                  | \$807.40        | \$0.00       | \$0.00     | \$57.40                    | \$450.00 | \$0.00        | \$300.00  |
|           |          |      |              |                  |                 |              |            | Clerk Fees                 |          | \$0.00        |           |
|           |          |      |              |                  |                 |              |            | Recorder/Sec of State Fees |          | \$57.40       |           |
|           |          |      |              |                  |                 |              |            | Total to County            |          | \$357.40      |           |


Committee Members

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: 04-10-03-432-006

As described in certificate(s) : 201800491 sold October 2019

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.

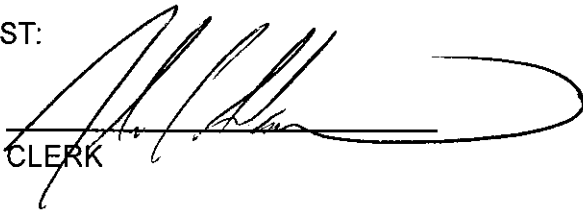
WHEREAS, Deborah Brod, has bid \$807.40 for the County's interest, such bid having been presented to the Executive Committee at the same time it having been determined by the Executive Committee and the Agent for the County, that the County shall receive from such bid \$300.00 as a return for its certificate(s) 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 \$807.40.

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 \$300.00 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 16<sup>th</sup> day of November, 2022

ATTEST:

  
CLERK

  
COUNTY BOARD CHAIRMAN

Tazewell County November 2022 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> |
|---|------------------|------------------|-----------------------------------|
| 0822028T                                    | 08/12/2022       | Deborah Brod     | January 1, 2023 payable 2024      |
| <i>Parcel(s) Involved: 04-10-03-432-006</i> |                  |                  |                                   |

---

Received

NOV 04 2022

Tazewell County  
Treasurer

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

**BUSEY BANK**  
PEKIN, IL 61554  
70-232-711

2667

**PAY** EXACTLY FOUR HUNDRED FIFTY DOLLARS ONLY

|                 |  |                      |                    |                    |
|-----------------|--|----------------------|--------------------|--------------------|
| TO THE ORDER OF | Joseph E. Meyer & Assoc Inc<br>Tazewell County Tax Agent | I.D. NO.<br>0822028T | DATE<br>10/27/2022 | AMOUNT<br>\$450.00 |
|-----------------|--|----------------------|--------------------|--------------------|

FOR Sale-Deborah Brod  
11-22-001

*White Stiles*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002667⑈ ⑆071102568⑆ 00343420⑈

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

**BUSEY BANK**  
PEKIN, IL 61554  
70-232-711

2668

**PAY** EXACTLY THREE HUNDRED DOLLARS ONLY

|                 |                           |                      |                    |                    |
|-----------------|---------------------------|----------------------|--------------------|--------------------|
| TO THE ORDER OF | Tazewell County Collector | I.D. NO.<br>0822028T | DATE<br>10/27/2022 | AMOUNT<br>\$300.00 |
|-----------------|---------------------------|----------------------|--------------------|--------------------|

FOR Sale-Deborah Brod  
11-22-001

*White Stiles*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002668⑈ ⑆071102568⑆ 00343420⑈

**TAZEWELL COUNTY**  
TRUSTEE PAYMENT ACCOUNT

**BUSEY BANK**  
PEKIN, IL 61554  
70-232-711

2669

**PAY** EXACTLY FIFTY-SEVEN DOLLARS AND FORTY CENTS ONLY

|                 |                          |                      |                    |                   |
|-----------------|--------------------------|----------------------|--------------------|-------------------|
| TO THE ORDER OF | Tazewell County Recorder | I.D. NO.<br>0822028T | DATE<br>10/27/2022 | AMOUNT<br>\$57.40 |
|-----------------|--------------------------|----------------------|--------------------|-------------------|

FOR Sale-Deborah Brod  
11-22-001

*White Stiles*

SECURITY FEATURES INCLUDED. DETAILS ON BACK

VOID AFTER 180 DAYS

⑈0002669⑈ ⑆071102568⑆ 00343420⑈

## INSTRUCTIONS FOR RESOLUTIONS

(Please keep this copy with packet until routing is complete)

Revised: September 2022

- 1) Agent mails to Committee for approval:
  - a. Original resolutions 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***

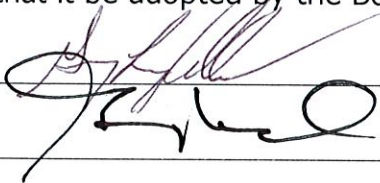
***P.O. Box 96***

***Edwardsville, IL, 62025***

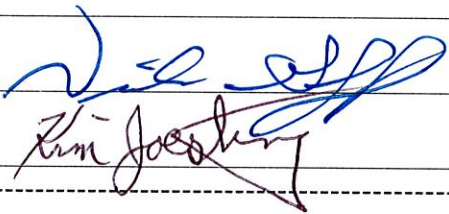
**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

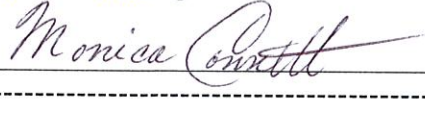
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve the Bond Amount for the County Clerk/Recorder of Deeds as required by the State of Illinois; and

WHEREAS, the Tazewell County Board sets the amount of the Bond for the Office of County Clerk/Recorder of Deeds as \$40,000; and


WHEREAS, the requirements outlined by the Secretary of State Qualifications of County Officers will be followed by the County Clerk's office; and

WHEREAS, the Bond set by the County Board will be in effect for the County Clerk/Recorder of Deeds elected in the 2022 General Election and shall remain in effect for future elected/appointed County Clerk/Recorder of Deeds until rescinded by the Tazewell County Board.

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

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

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

  
\_\_\_\_\_  
Tazewell County Clerk

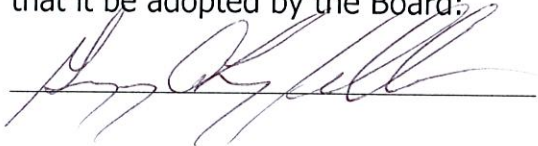
  
\_\_\_\_\_  
Tazewell County Board Chairman



**COMMITTEE REPORT**

Mr. Chairman and Members of the Tazewell County Board:

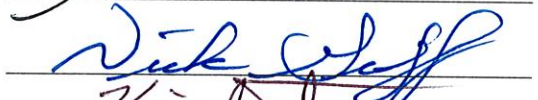
Your Executive Committee has considered the following RESOLUTION and recommends that it be adopted by the Board:




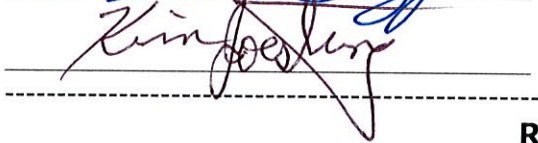


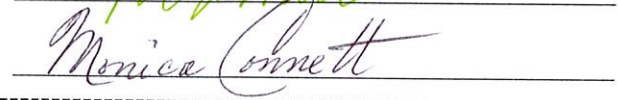












**RESOLUTION**

WHEREAS, the County's Executive Committee recommends to the County Board to approve bond amounts for the County Treasurer as the County Treasurer and County Collector as required by the State of Illinois; and

WHEREAS, the Tazewell County Board sets the amount of the Bond for the Office of County Treasurer as \$1,000,000; and

WHEREAS, the Tazewell County Board sets the amount of the Bond for the Office of County Collector as \$325,000; and

WHEREAS, the requirements outlined by the Secretary of State Qualifications of County Officers will be followed by the County Clerk's office; and

WHEREAS, the bond amounts set by the County Board will be in effect for the County Treasurer elected in the 2022 General Election and shall remain in effect for future elected/appointed County Treasurers until rescinded by the Tazewell County Board.

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 Treasurer and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

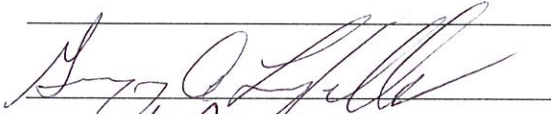
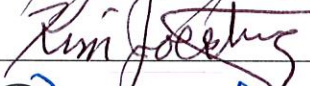


  
Tazewell County Clerk




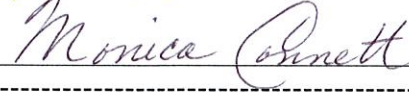
  
Tazewell County Board Chairman

**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 County's Executive Committee recommends to the County Board to approve the Bond Amount for the Regional Superintendent of Schools as required by the State of Illinois; and

WHEREAS, the Tazewell County Board sets the amount of the Bond for the Regional Superintendent of Schools as \$100,000; and

WHEREAS, the requirements outlined by the Secretary of State Qualifications of County Officers will be followed by the County Clerk's office; and

WHEREAS, the Bond set by the County Board will be in effect for the Regional Superintendent of Schools elected in the 2022 General Election and shall remain in effect for future elected/appointed Regional Superintendent of Schools until rescinded by the Tazewell County Board.

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 Regional Superintendent of Schools and the Auditor of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

\_\_\_\_\_  
  
 \_\_\_\_\_  
 Tazewell County Clerk

\_\_\_\_\_  
  
 \_\_\_\_\_  
 Tazewell County Board Chairman

**APPOINTMENT**

I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint Shawn Cupi of 112 Clearview Drive, Pekin, IL 61554 to the Zoning Board of Appeals for a term commencing December 01, 2022 and expiring November 30, 2027.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of Shawn Cupi to the Zoning Board of Appeals and we recommend said appointment be approved.

|   |  |
|---|--|
| _____   | _____  |
|    |    |
|   |   |
|  |  |
|  |  |


**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of Shawn Cupi to the Zoning Board of Appeals.

The County Clerk shall notify the County Board Office and Community Development of this action.

PASSED THIS 16<sup>th</sup> DAY of NOVEMBER, 2022.

ATTEST:

  
\_\_\_\_\_  
Tazewell County Clerk

  
\_\_\_\_\_  
Tazewell County Board Chairman

**APPOINTMENT**

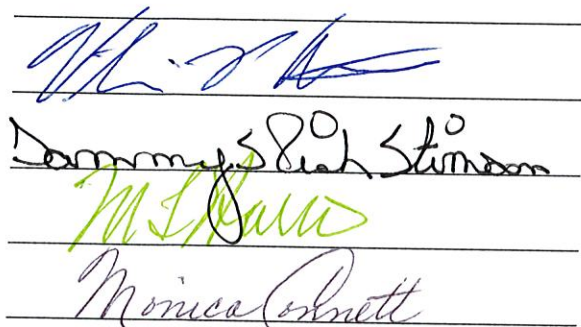
I, David Zimmerman, Chairman of the Tazewell County (Illinois) Board, hereby appoint D. Shawne Combs-Woodard of 715 E. South Street, Tremont, IL 61568 to the Tremont Fire Protection District for a term commencing November 01, 2022 and expiring April 30, 2023.

**COMMITTEE REPORT**

TO: Tazewell County Board  
FROM: Executive Committee

This Committee has reviewed the appointment of D. Shawne Combs-Woodard to the Tremont Fire Protection District and we recommend said appointment be approved.





**RESOLUTION OF APPROVAL**

The Tazewell County Board hereby approves the appointment of D. Shawne Combs-Woodard to the Tremont Fire Protection District.

The County Clerk shall notify the County Board Office and the County Board Office will notify McGrath Law Office of this action.

PASSED THIS 16<sup>th</sup> DAY OF NOVEMBER, 2022.

ATTEST:

  
Tazewell County Clerk

  
Tazewell County Board Chairman