

**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE**

Finance/ Policy, Personnel, & Appointments/Justice & Social Services Agenda

County of Champaign, Urbana, Illinois

Tuesday, February 13, 2024 at 6:30 p.m.

Shields-Carter Meeting Room

Brookens Administrative Center

1776 East Washington Street, Urbana, Illinois

Agenda Items

Page #'s

I. Call to Order

II. Roll Call

III. Approval of Agenda/Addenda

IV. Approval of Minutes

A. January 9, 2024 – Regular Meeting

1-5

V. Public Participation

VI. Communications

VII. Justice and Social Services

A. Monthly Reports – All reports are available on each department’s webpage through the department reports page at: <http://www.co.champaign.il.us/CountyBoard/Reports.php>

- Public Defender – January 2024
- Emergency Management Agency – December 2023 & January 2024
- Animal Control – January 2024
- Veterans’ Assistance Commission – 2023 Annual Report & January 2024
- Probation & Court Services – November 2023, December 2023 & 4th Quarter Statistics

B. Rosecrance Re-Entry Financial Report – December 2023 (*information only*)

6

C. Public Defender

1. Update from the Public Defender’s Office (*presentation*)

D. Other Business

E. Chair’s Report

F. Designation of Items to be Placed on the Consent Agenda

VIII. Policy, Personnel, & Appointments

A. County Executive

1. Monthly HR Report – January 2024

7-11

2. Appointments/Reappointments

- a. Resolution Appointing Dana Kamradt to the Craw Cemetery Association, term ending 6/30/2028

12

- b. Resolution Appointing George Friedman to the Champaign-Urbana Mass Transit District Board, term ending 12/31/2028

13-14

| | | |
|------------|---|-------|
| c. | Resolution Appointing Kyle Patterson to the Public Aid Appeals Committee, term ending 11/30/2025 | 15 |
| d. | Appointing County Board Liaisons | 16 |
| e. | Currently vacant appointments – full list and information is available on the County’s website at: http://www.co.champaign.il.us/CountyExecutive/appointments/CurrentVacantOpenings.pdf (<i>information only</i>) | |
| f. | Applications for open appointments (<i>information only</i>) | 17-19 |
| B. | County Clerk | |
| 1. | Monthly Fee Reports – January 2024 | 20 |
| C. | <u>Other Business</u> | |
| D. | <u>Chair’s Report</u> | |
| E. | <u>Designation of Items to be Placed on the Consent Agenda</u> | |
| IX. | <u>Finance</u> | |
| A. | Budget Amendments/Transfers | |
| 1. | Budget Amendment BUA 2023/12/1283 Fund 1080 General Corporate / Dept 031 Circuit Court Increased Appropriations: \$40,000 Increased Revenue: \$0 Reason: To pay final invoices for professional services in FY2023. | 21-22 |
| B. | Treasurer | |
| 1. | Resolution Authorizing the County Executive to Assign Mobile Home Tax Sale Certificate of Purchase, permanent parcel 02-001-0030 | 23 |
| 2. | Resolution Authorizing the County Executive to Assign Mobile Home Tax Sale Certificate of Purchase, permanent parcel 14-019-0057 | 24 |
| 3. | Resolution Authorizing the County Executive to Assign Mobile Home Tax Sale Certificate of Purchase, permanent parcel 30-058-0297 | 25 |
| 4. | Resolution Authorizing the County Executive to Assign Mobile Home Tax Sale Certificate of Purchase, permanent parcel 30-059-0019 | 26 |
| 5. | Resolution Authorizing the County Executive to Assign Mobile Home Tax Sale Certificate of Purchase, permanent parcel 30-060-0032 | 27 |
| 6. | Resolution Authorizing the County Executive to Assign Mobile Home Tax Sale Certificate of Purchase, permanent parcel 30-053-0053 | 28 |
| C. | Auditor | |
| 1. | Monthly Report – December 2023 – Reports are available on the Auditor’s webpage at: http://www.co.champaign.il.us/auditor/countyboardreports.php | |

Committee of the Whole Agenda
Finance; Policy, Personnel, & Appointments; Justice & Social Services
Tuesday, February 13, 2024
Page 3

2. Approval of award of contract to the Review Committee’s recommendation for Financial Auditing Services, pursuant to RFP 2023-009 29-30

D. County Executive

1. Resolution Abating Certain Taxes Hereto Levied to Pay the Principal of and Interest on Various Outstanding Bonds of the County of Champaign, Illinois 31-35

2. Subrecipient Agreement between the County of Champaign and the Champaign County Health Department and the Champaign-Urbana Public Health District 36-86

3. Additional Commitment for Participation in the Minimum Revenue Guarantee Fund for the University of Illinois – Willard Airport 87

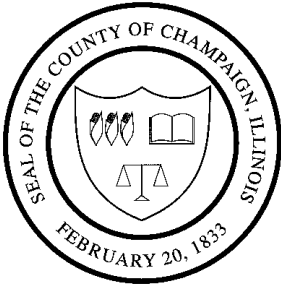
E. Chair’s Report

F. Designation of Items to be Placed on the Consent Agenda

X. Other Business

XI. Adjournment

All meetings are at Brookens Administrative Center – 1776 E Washington Street in Urbana – unless otherwise noted. To enter Brookens after 4:30 p.m., enter at the north (rear) entrance located off Lierman Avenue. Champaign County will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities. Please contact the Office of the County Executive, 217-384-3776, as soon as possible but no later than 48 hours before the scheduled meeting.



**CHAMPAIGN COUNTY BOARD
COMMITTEE OF THE WHOLE**

Finance/ Policy, Personnel, & Appointments/Justice & Social Services

County of Champaign, Urbana, Illinois

Tuesday, January 9, 2024 at 6:30 p.m.

Shields-Carter Meeting Room

Brookens Administrative Center

1776 East Washington Street, Urbana, Illinois

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MINUTES – Approved as Distributed on January 9, 2024

Members Present: Samantha Carter, Aaron Esry, John Farney, Stephanie Fortado, Elly Hanauer-Friedman, Jennifer Locke, Jenny Lokshin, Kyle Patterson, Brett Peugh, Emily Rodriguez, Jilmala Rogers, Tom ‘Ed’ Sexton, Mike Smith, Chris Stohr, Leah Taylor, Eric Thorsland, Bethany Vanichtheeranont and Jeff Wilson

Members Absent: Lorraine Cowart, Diane Michaels, Jennifer Straub

Others Present: Steve Summers (County Executive), Michelle Jett (Director of Administration), Travis Woodcock (Budget Director), Aaron Ammons (County Clerk), Angela Patton (Chief Deputy County Clerk), Elisabeth Pollock (Public Defender), George Danos (Auditor) and Megan Robison (Recording Secretary)

Agenda Items

I. Call to Order

Chair Patterson called the meeting to order at 6:33 p.m.

II. Roll Call

Roll Call was taken, and a quorum was declared present.

III. Approval of Agenda/Addenda

MOTION by Ms. Carter to approve the agenda; seconded by Mr. Sexton. Upon vote, the **MOTION CARRIED** unanimously.

IV. Approval of Minutes

A. December 12, 2023 – Regular Meeting

MOTION by Ms. Locke to approve the minutes of December 12, 2023; seconded by Ms. Vanichtheeranont. Upon vote, the **MOTION with amendment CARRIED** unanimously.

V. Public Participation

None

VI. Communications

Ms. Carter wanted to express her apologies to the constituents of District 6 regarding the recent information in the media. She said she was unaware of that these things would be brought forward. She extended her hand out to the Republicans and asked them to go for coffee.

Mr. Stohr reminded everyone of the Martin Luther King Jr. Celebrations on January 14th and encouraged everyone to attend.

Ms. Taylor stated the Cunningham Township is still in need of winter gear of all sizes.

58 Mr. Thorsland asked everyone to take advantage of the opportunities they have as a Board to make a
59 difference in the overall temperature of the world. He would like to see them continue working together to get
60 smart policies and projects moving forward.
61

62 **VII. Finance**

63 A. Budget Amendments/Transfers

64 1. Budget Amendment BUA 2023/12/369

65 Fund 2110 Workforce Development Fund / Dept 110 Workforce Development

66 Increased Appropriations: \$100,000

67 Increased Revenue: \$100,000

68 Reason: To allow the Workforce Development Program to adequately drawdown funding from the
69 existing grants though the end of 2023.
70

71 **MOTION** by Ms. Vanichtheeranont to recommend County Board approval of a resolution approving budget
72 amendment BUA 2023/12/369; seconded by Mr. Farney. Upon vote, the **MOTION CARRIED** unanimously.
73

74 2. Budget Amendment BUA 2023/12/675

75 Fund 2089 County Public Health Fund / Dept 049 Board of Health

76 Increased Appropriations: \$150,000

77 Increased Revenue: \$350,000

78 Reason: To appropriate funds from the IDPH Strengthening Illinois Public Health Administration
79 grant for FY2023.
80

81 **MOTION** by Mr. Smith to recommend County Board approval of a resolution approving budget amendment
82 BUA 2023/12/675; seconded by Ms. Locke. Ms. Fortado clarified that this grant funding goes through 2027
83 and they are just spending a portion of it now. Upon vote, the **MOTION CARRIED** unanimously.
84

85 3. Budget Amendment BUA 2023/12/695

86 Fund 1080 General Corporate / Dept 031 Circuit Court

87 Increased Appropriations: \$47,756

88 Increased Revenue: \$0

89 Reason: To cover outstanding expenditures for professional services and for a final payout to a
90 retiring employee.
91

92 **MOTION** by Mr. Smith to recommend County Board approval of a resolution approving budget amendment
93 BUA 2023/12/695; seconded by Ms. Hanauer-Friedman. Mr. Smith asked if there were additional funds put
94 in the line for FY2024 and Ms. Fortado stated there is an additional \$200,000 for FY2024. Upon vote, the
95 **MOTION CARRIED** unanimously.
96

97 4. Budget Amendment BUA 2024/01/29

98 Fund 2634 Public Defender Grant Fund / Dept 036 Public Defender

99 Increased Appropriations: \$144,979

100 Increased Revenue: \$144,979

101 Reason: To appropriate grant funds for the hiring of two mitigation specialists in FY2024.
102

103 **MOTION** by Mr. Farney to recommend County Board approval of a resolution approving budget amendment
104 BUA 2024/01/29; seconded by Ms. Carter. Board members commended Ms. Pollock on the work she has
105 done to get these grants. Upon vote, the **MOTION CARRIED** unanimously.
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- B. Treasurer
1. Monthly Report – November 2023 – Reports are available on the Treasurer’s webpage

Received and placed on file

- C. Auditor
1. Monthly Report – November 2023 – Reports are available on the Auditor’s webpage

Received and placed on file – Mr. Wilson asked the Auditor if he had some summary discussion points about the monthly report. Mr. Danos did not have a summary but reminded everyone that the monthly report comes out on the tenth of each month and the December report is not ready because this meeting fell before the tenth of January.

- D. County Clerk
1. Increasing Compensation for Election Judges

MOTION by Mr. Thorsland to recommend County Board approval of a resolution increasing compensation for election judges; seconded by Ms. Lokshin. Discussion continued around the need for more election judges and the qualifications. Upon vote, the **MOTION CARRIED** unanimously.

- E. Chair’s Report
1. Review of County Bonds, Public Safety Sales Tax and Fund Balance

Ms. Fortado mentioned the inaccurate information that was stated during public participation at their last meeting and wanted to make sure the County Board members understand the County bonds, Public Safety Sales Tax, and the fund balance. She gave a quick presentation on these items to ensure everyone understands how they work together. She explained that eventually the revenue will not be able to keep up with their recurring costs and they need to begin discussing options for 2026 when the financial predictions show a significant shortfall.

Ms. Jett clarified that due to all of the additions in the most recent budget, the significant shortfall is not anticipated to occur in 2025. Mr. Esry mentioned the monthly updates that were given by previous Auditor’s and how helpful that would be when making decisions at each meeting. Ms. Fortado was happy to announce that the Budget Director will begin quarterly financial reports to the Board this spring.

- F. Designation of Items to be Placed on the Consent Agenda

VII. A. 1-4, D. 1

VIII. Justice and Social Services

- A. Monthly Reports – All reports are available on each department’s webpage through the department reports page

- Public Defender – December 2023 & 2023 Annual Report
- Emergency Management Agency – November 2023
- Animal Control – November & December 2023
- Veterans’ Assistance Commission – November & December 2023

Received and placed on file

159 Mr. Wilson commended the Public Defender for issuing an annual report. He asked if the felony caseload is
160 average for our County and how we compare to surrounding counties. Ms. Pollock explained that 2023 was
161 pretty average compared to previous years but we are definitely higher volume than other counties our size.
162 Ms. Pollock also explained why the probation violation cases take so long to close.

163
164 B. Rosecrance Re-Entry Financial Report – November 2023

165
166 Information only – Ms. Taylor mentioned how these reports are not very helpful and Rosecrance has stated
167 they would be willing to reconfigure the reports to make them more beneficial to show the services provided.
168 As the County Board Liaison on the Re-Entry Council, Ms. Locke listed the items she would like to see on
169 the report and requested Board members send her additional items they would like to have on the report. The
170 Board would like to have them attend a meeting at the end of the first quarter.

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172 C. Other Business

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174 None

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176 D. Chair’s Report

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178 None

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180 E. Designation of Items to be Placed on the Consent Agenda

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182 None

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184 **IX. Policy, Personnel, & Appointments**

185 A. County Executive

186 1. Monthly HR Report – December 2023

187
188 Received and placed on file – Mr. Stohr called everyone’s attention to the large number of vacancies at the
189 County Jail and asked that they try to do everything possible to fill these vacancies. Mr. Wilson asked if some
190 of these vacant positions are still needed if they have been open this long. Board members continued to
191 discuss why these positions are vacant and why they are still needed.

192
193 2. Appointments/Reappointments

194 a. List of Appointments Expiring in 2024

195
196 Information only – Mr. Stohr asked everyone to take notes of the upcoming appointments

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198 b. Currently vacant appointments – full list and information is available on the County’s website

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200 Information only

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202 c. Applications for open appointments

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204 Information only

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- B. County Clerk
 - 1. Fee Reports
 - December 2023 – Monthly Report
 - July-December 2023 – Semi-Annual Report

Received and placed on file

- 2. Establishing Place of Election for the 2024 Primary Election

MOTION by Mr. Farney to recommend County Board approval of a resolution Establishing Place of Election for the 2024 Primary Election; seconded by Ms. Locke. Discussion continued regarding the equity of ballots at each location, the different sizes of each location and explaining that efficiency is not the goal of elections. Ms. Patton also reminded everyone that all locations are now universal. Upon vote, the **MOTION CARRIED.**

C. Other Business

None

D. Chair’s Report

None

E. Designation of Items to be Placed on the Consent Agenda

None

X. Other Business

None

XI. Adjournment

Chair Patterson adjourned the meeting at 8:11 p.m.

Rosecrance, Inc (Formerly Community Elements)
 Champaign Co Re-Entry Grant
 For the Month Ending Dec 31, 2023

| | Jan | Feb | Mar | Apr | May | June | July | Aug | Sept | Oct | Nov | Dec | Total YTD |
|--------------------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| 1. Personnel Costs | \$24,059 | \$22,938 | \$25,421 | \$18,937 | \$23,300 | \$21,736 | \$17,052 | \$20,415 | \$10,636 | \$19,033 | \$17,427 | \$16,924 | \$237,878 |
| 2. Payroll Taxes/Benefits | \$5,616 | \$6,697 | \$7,630 | \$6,611 | \$5,487 | \$5,453 | \$5,271 | \$5,949 | \$3,642 | \$6,048 | \$5,852 | \$4,566 | \$68,822 |
| Computer Hardware & Software | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Equipment | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Property Insurance | \$31 | \$31 | \$31 | \$31 | \$31 | \$31 | \$31 | \$25 | \$25 | \$25 | \$32 | \$32 | \$356 |
| Building & Grounds Maintenance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Utilities | \$432 | \$23 | \$216 | \$191 | \$124 | \$821 | \$22 | \$111 | \$106 | \$101 | \$66 | \$86 | \$2,299 |
| Janitorial Service | \$272 | \$286 | \$343 | \$325 | \$229 | \$217 | \$232 | \$141 | \$171 | \$165 | \$143 | \$253 | \$2,777 |
| Equip Maintenance Agreements | \$152 | \$161 | \$208 | \$118 | \$60 | \$30 | \$68 | \$43 | \$60 | \$50 | \$45 | \$45 | \$1,040 |
| Depreciation | \$582 | \$570 | \$562 | \$569 | \$559 | \$562 | \$440 | \$218 | \$264 | \$251 | \$251 | \$253 | \$5,081 |
| Total Occupancy | \$1,469 | \$1,071 | \$1,360 | \$1,234 | \$1,003 | \$1,661 | \$793 | \$538 | \$626 | \$592 | \$537 | \$669 | \$11,553 |
| Office Supplies | \$57 | \$56 | \$47 | \$218 | \$146 | \$59 | \$85 | \$109 | \$70 | \$84 | \$122 | \$30 | \$1,083 |
| Contractual / Professional Fees | \$765 | \$670 | \$642 | \$551 | \$671 | \$514 | \$477 | \$390 | \$580 | \$391 | \$531 | \$450 | \$6,632 |
| Travel / Training | \$366 | \$230 | \$264 | \$290 | \$121 | \$905 | \$217 | \$433 | \$211 | \$284 | \$235 | \$838 | \$4,394 |
| Client Assistance | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Rent | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Telephone / Cell Phone | \$379 | \$355 | \$188 | \$310 | \$303 | \$277 | \$265 | \$272 | \$275 | \$262 | \$260 | \$270 | \$3,416 |
| Liability / Malpractice Insurance | \$345 | \$345 | \$345 | \$345 | \$345 | \$345 | \$300 | \$256 | \$256 | \$256 | \$334 | \$341 | \$3,813 |
| Moving & Recruiting | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Program Expenses | \$33,056 | \$32,362 | \$35,897 | \$28,496 | \$31,376 | \$30,950 | \$24,460 | \$28,362 | \$16,296 | \$26,950 | \$25,298 | \$24,088 | \$337,591 |
| ALLOCATED M&G | \$8,186 | \$8,070 | \$8,069 | \$7,800 | \$7,841 | \$7,687 | \$7,516 | \$8,059 | \$7,337 | \$7,151 | \$7,784 | \$7,249 | \$92,749 |
| TOTAL EXPENSE | \$41,242 | \$40,432 | \$43,966 | \$36,296 | \$39,217 | \$38,637 | \$31,976 | \$36,421 | \$23,633 | \$34,101 | \$33,082 | \$31,337 | \$430,340 |
| Re-Entry Indirect - 11.9% Max | | | | | | | | | | | | | |
| Max M&G Allowed | \$4,465 | \$4,371 | \$4,849 | \$3,849 | \$4,238 | \$4,181 | \$3,304 | \$3,831 | \$2,201 | \$3,640 | \$3,417 | \$3,254 | \$45,600 |
| Champaign County Total | \$37,521 | \$36,733 | \$40,746 | \$32,345 | \$35,614 | \$35,131 | \$27,764 | \$32,193 | \$18,497 | \$30,590 | \$28,715 | \$27,342 | \$383,191 |
| Champaign County Paid | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$8,333 | \$100,000 |



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Steve Summers, County Executive

**MONTHLY HR REPORT
JANUARY 2024**

UNEMPLOYMENT REPORT

Notice of Claims Received – 1
RPC Head Start – 1

Benefit Determination – 2
RPC Head Start – 1 Chargeable
RPC – 1 Non-Chargeable (Result of Protest noted on December 2023 Report)

PAYROLL REPORT

| JANUARY PAYROLL INFORMATION | | | | |
|-----------------------------|------------|-----------------------|------------|-----------------------|
| | 1/12/2024 | | 1/26/2024 | |
| Pay Group | EE's Paid | Total Payroll \$\$ | EE's Paid | Total Payroll \$\$ |
| General Corp | 477 | \$1,225,429.09 | 499 | \$1,170,435.29 |
| RPC/Head Start | 247 | \$490,384.80 | 256 | \$490,185.22 |
| Total | 724 | \$1,715,813.89 | 755 | \$1,660,620.51 |

HEALTH INSURANCE/BENEFITS REPORT

Total Number of Employees Eligible: 580
General County Union (includes AFSCME & FOP):
 147 Single; 27 EE+spouse; 53 EE+child(ren); 12 Family; 70 waived
Non-bargaining employees:
 135 Single; 29 EE+spouse; 42 EE+child(ren); 12 Family; 53 waived
 Life Insurance Premium paid by County: \$1,454.18
 Health Insurance Premium paid by County: \$497,759.16

TURNOVER REPORT

Turnover is the rate at which an employer gains and loses employees. To get the best picture for turnover the calculations are based on rolling year averages.

General County

January 2024: .84% average over the last 12 months

January 2024: 6 out of 711 Employees left Champaign County: 4 resignations, 1 dismissal, 1 retirement

WORKERS' COMPENSATION REPORT

| <u>Entire County Report</u> | <u>January 2023</u> | <u>January 2024</u> |
|-----------------------------|---------------------|---------------------|
| New Claims | 5 | 5 |
| Closed | 5 | 7 |
| Open | 29 | 32 |

ADMINISTRATIVE SUPPORT to COUNTY BOARD REPORT

| | | | | | |
|---------------------|----|-----------------------------|----|---------------------|----|
| Agendas Posted | 16 | Meetings Staffed | 5 | Minutes Posted | 10 |
| | | | | | |
| Appointments Posted | 0 | Notification of Appointment | 0 | Contracts Posted | 3 |
| | | | | | |
| Calendars Posted | 5 | Resolutions Prepared | 12 | Ordinances Prepared | 1 |
| | | | | | |

VACANT POSITIONS

As of COB 1/31/2024

| | | |
|--------------------------|----|---|
| Total Position Vacancies | 52 | 13 Departments with unintended vacancies of the 23 departments \$ 2,580,112.15 Payroll for the current, budgeted vacancies if they remained unfilled for 1 year 92,336 Hours of all current vacancies remained unfilled for 1 year |
| New Vacancies This Month | 6 | |
| Vacancies from 2023 | 39 | |
| Vacancies from 2022 | 7 | |
| Intentionally Vacant | 2 | |

| ADMINISTRATIVE SERVICES | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-------------------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| ANIMAL CONTROL | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|----------------|--------------|-------------|--------------|--------------------|
| Veterinarian | 3/24/2023 | \$ 51.72 | 1000 | \$ 51,720.00 |
| Kennel Worker | 1/12/2024 | \$ 16.65 | 2096 | \$ 34,898.40 |

| AUDITOR'S OFFICE | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|------------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| BOARD OF REVIEW | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-----------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| CIRCUIT CLERK'S OFFICE | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|------------------------|--------------|-------------|--------------|--------------------|
| Legal Clerk | 12/4/2023 | \$ 18.25 | 1965 | \$ 35,861.25 |
| Legal Clerk | 1/2/2024 | \$ 18.25 | 1965 | \$ 35,861.25 |

| CIRCUIT COURT | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|---------------|--------------|-------------|--------------|--------------------|
| Law Librarian | | \$ - | 1040 | |
| Court Clerk | 11/28/2023 | \$ 19.80 | 1950 | \$ 38,610.00 |

| COUNTY BOARD | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|----------------------|--------------|-------------|--------------|--------------------|
| County Administrator | | \$ - | 1950 | \$ 130,000.00 |

| COUNTY CLERK'S OFFICE | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|----------------------------|--------------|-------------|--------------|--------------------|
| Clerk - Recorder | 11/29/2023 | \$ 20.00 | 1950 | \$ 39,000.00 |
| Deputy County Clerk | 11/27/2023 | \$ 16.01 | 1950 | \$ 31,219.50 |
| Senior Election Specialist | 1/1/2024 | \$ 20.59 | 1965 | \$ 40,459.35 |

| CORONER | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|---------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| GIS CONSORTIUM | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|------------------------------|--------------|-------------|--------------|--------------------|
| Cadastral Mapping Technician | 11/28/2023 | \$ 24.02 | 1950 | \$ 46,839.00 |

| HIGHWAY | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-----------------|--------------|-------------|--------------|--------------------|
| Senior Engineer | 12/31/2023 | \$ 43.63 | 2080 | \$ 90,750.40 |

| INFORMATION TECHNOLOGY | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|------------------------------------|--------------|-------------|--------------|--------------------|
| Systems Administrator (Courthouse) | New Position | \$ 31.75 | 1950 | \$ 61,912.50 |
| Systems Administrator (Courthouse) | 7/15/2022 | \$ 31.75 | 1950 | \$ 61,912.50 |
| Senior Systems Administrator | 6/16/2023 | \$ 42.00 | 1950 | \$ 81,900.00 |

| JUVENILE DETENTION CENTER | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|---------------------------|--------------|-------------|--------------|--------------------|
| Assistant Superintendent | 11/9/2023 | \$ 28.23 | 1950 | \$ 55,048.50 |

| | | | | |
|--------------------------|------------|----------|------|--------------|
| Assistant Superintendent | 11/14/2023 | \$ 28.23 | 1950 | \$ 55,048.50 |
| Court Services Officer | 12/29/2023 | \$ 24.83 | 1950 | \$ 48,418.50 |
| Court Services Officer | 1/18/2024 | \$ 26.01 | 1950 | \$ 50,719.50 |

| MENTAL HEALTH | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|---------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| PHYSICAL PLANT | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|----------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| PLANNING & ZONING | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-------------------|----------------|-------------|--------------|--------------------|
| Planner | 6/24/2022 | \$ 32.06 | 1950 | \$ 62,517.00 |
| Senior Planner | 1/19/2024 | \$ 47.44 | 1965 | \$ 93,219.60 |
| Zoning Tech | 5/10/2023 | \$ 19.80 | 1950 | \$ 38,610.00 |
| Zoning Officer | New Pos 1/1/22 | \$ 21.83 | 1950 | \$ 42,568.50 |

| PROBATION | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|--------------------------------------|--------------|-------------|--------------|--------------------|
| Court Services Officer - Supervision | 1/1/2024 | \$ 22.57 | 1950 | \$ 44,011.50 |

| PUBLIC DEFENDER | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|----------------------|--------------|-------------|--------------|--------------------|
| Asst Public Defender | 12/4/2023 | \$ 41.03 | 1950 | \$ 80,008.50 |

| SHERIFF'S OFFICE | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-----------------------------|--------------|-------------|--------------|--------------------|
| Clerk - Corrections | 7/15/2023 | \$ 21.75 | 1950 | \$ 42,412.50 |
| Master Control Officer - FT | 10/6/2023 | \$ 18.19 | 2080 | \$ 37,835.20 |
| Master Control Officer - PT | 8/22/2022 | \$ 18.29 | 1040 | \$ 19,021.60 |
| Master Control Officer - PT | 7/24/2023 | \$ 18.73 | 1040 | \$ 19,479.20 |
| Master Control Officer - PT | 10/13/2023 | \$ 18.19 | 1040 | \$ 18,917.60 |
| Master Control Officer - PT | 11/17/2023 | \$ 18.19 | 1040 | \$ 18,917.60 |
| Sergeant - Corrections | 8/25/2022 | \$ 40.62 | 2080 | \$ 84,489.60 |
| Corrrectional Officer | 12/25/2022 | \$ 22.61 | 2080 | \$ 47,028.80 |
| Corrrectional Officer | 2/16/2023 | \$ 21.39 | 2080 | \$ 44,491.20 |
| Corrrectional Officer | 6/7/2023 | \$ 24.19 | 2080 | \$ 50,315.20 |
| Corrrectional Officer | 8/10/2023 | \$ 25.28 | 2080 | \$ 52,582.40 |
| Corrrectional Officer | 8/17/2023 | \$ 24.19 | 2080 | \$ 50,315.20 |
| Corrrectional Officer | 8/21/2023 | \$ 24.19 | 2080 | \$ 50,315.20 |
| Corrrectional Officer | 8/23/2023 | \$ 31.28 | 2080 | \$ 65,062.40 |
| Corrrectional Officer | 10/15/2023 | \$ 34.79 | 2080 | \$ 72,363.20 |
| Corrrectional Officer | 10/27/2023 | \$ 26.73 | 2080 | \$ 55,598.40 |
| Corrrectional Officer | 11/21/2023 | \$ 23.56 | 2080 | \$ 49,004.80 |
| Corrrectional Officer | 1/12/2024 | \$ 23.56 | 2080 | \$ 49,004.80 |
| Corrrectional Officer | 1/19/2024 | \$ 23.56 | 2080 | \$ 49,004.80 |
| Court Security Officer | 1/1/2024 | \$ 23.14 | 2080 | \$ 48,131.20 |

| STATE'S ATTORNEY | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-----------------------|--------------|-------------|--------------|--------------------|
| Asst State's Attorney | 8/14/2023 | 31.28 | 1950 | \$ 60,996.00 |
| Asst State's Attorney | 9/15/2023 | 37.70 | 1950 | \$ 73,515.00 |
| Asst State's Attorney | 10/30/2023 | 40.39 | 1950 | \$ 78,760.50 |
| Asst State's Attorney | 10/31/2023 | 46.89 | 1950 | \$ 91,435.50 |

| SUPERVISOR OF ASSESSMENTS | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|---------------------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| TREASURER | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|-----------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

| VETERAN'S ASSISTANCE COMMISSION | Date Vacated | Rate of Pay | Annual Hours | Annual Rate of Pay |
|---------------------------------|--------------|-------------|--------------|--------------------|
| None | | \$ - | 0 | \$ - |

EEO REPORT

Information provided based on EEO Tracking forms submitted by Applicant. Figures are for General County only.

| January 2024 Monthly EEO Report General County Only | Informatin and Technology Specialist - County Clerk | Deputy County Clerk - Vitals Division - County Clerk | Legal Secretary - Public Defender | Assistant State's Attorney - Civil Div. - State's Attorney | Support Services Officer - Corrections | Systems Administrator - IT (Courthouse 2 positions) | Senior Systems Administrator - IT | Court Clerk - Circuit Court | Court Services Officer - JDC | Administrative Legal Secretary - Circuit Court | Detention Officer(PT) - JDC | Planning Internship - Planning & Zoning | Zoning Officer - Planning & Zoning | Deputy Administrator/ Veterinarian (PT) - Animal Control | Deputy Sheriff - Sheriff | Correctional Officer - Sheriff | Zoning Technician - Planning & Zoning | Legal Clerk (Circuit Clerk) | Clerk/Kennel Worker - Animal Control | Senior Election Specialist - County Clerk | Kennel Worker - Animal Control | Warden (Animal Control) | Systems Administrator (IT) | Senior Systems Administrator (IT) | Court Services Officer - JDC | |
|--|---|--|-----------------------------------|--|--|---|-----------------------------------|-----------------------------|------------------------------|--|-----------------------------|---|------------------------------------|--|--------------------------|--------------------------------|---------------------------------------|-----------------------------|--------------------------------------|---|--------------------------------|-------------------------|----------------------------|-----------------------------------|------------------------------|------------|
| Total Applicants | 3 | 17 | 17 | 0 | 5 | 8 | 4 | 17 | 5 | 15 | 3 | 1 | 1 | 0 | 1 | 4 | 3 | 13 | 6 | 2 | 3 | 4 | 3 | 0 | 1 | 136 |
| Male | 2 | 4 | 4 | 0 | 4 | 7 | 3 | 3 | 3 | 3 | 1 | | 1 | 0 | 1 | 2 | 3 | 4 | 4 | 1 | 2 | 3 | 3 | 0 | | 58 |
| Female | 1 | 13 | 13 | 0 | 1 | 1 | 1 | 13 | 2 | 12 | 2 | | | 0 | 2 | | | 9 | 1 | 1 | 1 | 1 | | 0 | 1 | 75 |
| NonBinary | | | | 0 | | | | | | | | | | 0 | | | | | 1 | | | | | 0 | | 1 |
| Undisclosed | | | | 0 | | | | 1 | | | | 1 | | 0 | | | | | | | | | | 0 | | 2 |
| Hispanic or Latino | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 9 |
| White | 2 | 10 | 12 | 0 | 3 | 6 | 3 | 12 | 2 | 8 | 2 | 0 | 1 | 0 | 0 | 2 | 3 | 9 | 4 | 2 | 1 | 3 | 2 | 0 | 0 | 87 |
| Black or African-American | 1 | 4 | 2 | 0 | 2 | 0 | 0 | 4 | 3 | 3 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 2 | 0 | 2 | 0 | 0 | 0 | 0 | 25 |
| Native Hawaiian or Other Pacific Islander | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Asian | 0 | 1 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 7 |
| American Indian or Alaska Native | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Two or more races | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |
| Undisclosed | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 |
| Veteran Status | 0 | 1 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 |

Dana Marie Kamradt

Champaign County IL | Generated 1/3/2024 @ 2:17 pm by OnBoard2 - Powered by ClerkBase

Status

Name Dana Marie Kamradt
Application Date 12/9/2023
Expiration Date 12/9/2122
Status Received

| Board | Vacancies | Status |
|-------------------------------|-----------|----------------------|
| Craw Cemetery | 0 | Pending |

Basic Information

Name
Dana Marie Kamradt

What experience and background do you have which you believe qualifies you for this appointment?
Excellent Secretarial skills, financial bookkeeping skills, organizational skills, excellent minute taking skills. My family is buried in this cemetery, I live one mile from the cemetery.

What is your knowledge of the appointed body's operations, property holding's staff, taxes, and fees?
I was informed of information from our President

Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.
none

Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? If yes, please explain.
no

Would you be available to regularly attend the scheduled meeting of the appointed body? If no, please explain.
yes

Gender

What is your gender?
Female

Ethnicity

What is your ethnicity?
White

Generated 1/3/2024 @ 2:17 pm

Contact Information

Address
621 CR 800 N
TOLONO, IL 61880

Email
d.kamradt@yahoo.com

Phone
2178980480

Occupation

Registrations/Certifications
Certified Epic IT Sr. Business Analyst

Additional Information

Notes

CHAMPAIGN COUNTY APPOINTMENT REQUEST FORM
PLEASE TYPE OR PRINT IN BLACK INK

NAME: H. George Friedman, Jr.

ADDRESS: 1115 Newbury Champaign IL 61821

Street City State Zip Code

EMAIL: [REDACTED] **PHONE:** 217-352-3164

Check Box to Have Email Address Redacted on Public Documents

PARTY AFFILIATION: (Please check one) Democrat Republican Other, please explain:

NAME OF APPOINTMENT BODY OR BOARD: Champaign-Urbana Board of Trustees

BEGINNING DATE OF TERM: 12/15/2023 **ENDING DATE:** 12/14/2028

The Champaign County Board appreciates your interest in serving your community. A clear understanding of your background and philosophies will assist the County Board in establishing your qualifications. Please complete the following questions by typing or legibly printing your response. **IN ORDER TO BE CONSIDERED FOR APPOINTMENT, OR REAPPOINTMENT, A CANDIDATE MUST COMPLETE AND SIGN THIS APPLICATION.**

1. What experience and background do you have which you believe qualifies you for this appointment/reappointment?

I have been interested in transit all my life, and in CU MTD since it was created. I have ~~previously served on the Board, Dec. 1973 to Dec. 1985, and Jan. 2001 to June 2006. During that time, I served as Vice-Chair Dec. 1974 to Oct. 1983, and as Chair Oct. 1983 to Dec. 1985 and Jan. 2001 to June 2006. Since then, I have kept up with MTD matters, often attending Board meetings as a citizen observer. I am acquainted with the current Board members and with many of the MTD staff.~~

2. What do you believe is the role of a trustee/commissioner/board member and how do you envision carrying out the responsibilities of that role?

The main duty of the Board is to select and employ the best possible Executive Director. The Board sets policy and receives monthly reports of the status of the District from the Executive Director. I would implement those duties the way the current Board does, primarily by regular attendance at and participation in its monthly meetings.

3. What is your knowledge of the appointed body's operations, specifically property holdings and management, staff, taxes, fees?

Please see my response to question 1 above. In addition, I point out that, as a former Board member, I participated in those decisions, and since leaving the Board, I have kept up with more recent developments.

4. Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the body for which you are applying? (This question is not meant to disqualify you; it is only intended to provide information.) Yes No If yes, please explain:

5. Would you be available to regularly attend the scheduled meeting of the appointed body?

Yes No If no, please explain:

Yes.

The facts set forth in my application for appointment are true and complete. I understand this application is a document of public record that will be on file in the County Board Office.


Signature

12/07/2023

Date

RESOLUTION NO. 2024-XXX

RESOLUTION APPOINTING KYLE PATTERSON TO THE
PUBLIC AID APPEALS COMMITTEE

WHEREAS, Steve Summers, County Executive, has submitted to the County Board his appointment of Kyle Patterson to the Public Aid Appeals Committee; and

WHEREAS, such appointment requires the advice and consent of the County Board under 305 ILCS 5/11-8; and

WHEREAS, the Policy, Personnel & Appointments Committee of the Whole has approved the appointment of Kyle Patterson to the Public Aid Appeals Committee and recommends approval of same to the Champaign County Board;

NOW, THEREFORE, BE IT RESOLVED by the Champaign County Board that the County Board does hereby advise and consent to the appointment of Kyle Patterson to the Public Aid Appeals Committee for a term ending November 30, 2025; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this resolution to: Kyle Patterson, 111 W. Ells Avenue, Champaign, IL 61820.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of February A.D. 2024.

Samantha Carter, Vice-Chair
Champaign County Board

ATTEST: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board

Approved: _____
Steve Summers, County Executive
Date: _____



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Steve Summers, County Executive

MEMORANDUM

TO: County Board Members
FROM: Steve Summers, County Executive
DATE: February 7, 2024
RE: County Board Liaison Appointments

Due to County Board member resignations, there are some openings for liaison positions. I am recommending the following to fill currently vacant liaison positions:

Re-Entry Council – 1 Republican position

- Mike Smith

Labor/Management Health Insurance Committee – 1 alternate position

- Jilmala Rogers

The following community boards and committees still need a liaison:

- County Board of Health – 1 position
- Region 8 Human Service Transportation Plan (HSTP) Policy Committee – 1 position



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Steve Summers, County Executive

MEMORANDUM

TO: County Board Members
FROM: Steve Summers, County Executive
DATE: February 7, 2024
RE: Recommended Board/Committee Appointments

Executive appointments for expiring terms of other community boards and committees are staggered throughout the year. In advance of term expirations, the Executive's Office advertises upcoming vacancies to notify interested applicants and to offer the Board the opportunity to recruit applicants or provide input to the Executive regarding any concerns or recommendations. Methods used to publicize upcoming vacancies include:

- Post on the county's website on the County Executive's page
- Post on the "vacancies" bulletin board located in Administrative Services
- E-mail notice to County Board Members and the news media
- Notice in the County Board's Committee of the Whole agenda under the Policy, Personnel and Appointments area of responsibility
- Word-of-mouth and inquiries from interested members of the public

Applications are reviewed and applicants interviewed. Considerations for making appointments include:

- Qualifications required by the board/commission statute or by-laws, including residence in the district, specific professional representation, required partisan balance, certifications and bonding requirements
- Constituent representation for demographic characteristics, including gender, race, age
- Constituent representation for geography of the district, including rural/urban or areas of the county
- Representation of consumers of the board's activities
- Difficulties or gaps in skills the board is experiencing
- Balance of experienced and newer members
- Balance of resources, interests and skills appointees can contribute to the board
- Input from County Board members; County officials; board members; staff and partners of the board with the vacancy, and interested members of the public

Prior to appointments being named, Board Members have an opportunity to see all applications (*italics indicates incumbent*) received in the February Committee of the Whole agenda packet. I have attached here the applications for appointments for open positions (*incumbents are noted in italics*) and will forward my recommendations to fill these openings at the March Committee of the Whole meeting.

Bailey Cemetery Association – 1 position – term ending 6/30/2024

- Doug Stierwalt

Supervisor of Assessments – 1 position – term 4/1/2024-3/31/2028

- *Paula Bates*

Doug Stierwalt

Champaign County IL | Generated 2/7/2024 @ 5:54 pm by OnBoard2 - Powered by ClerkBase

Status

Name Doug Stierwalt
Application Date 1/11/2024
Expiration Date 1/11/2123
Status Received

| Board | Vacancies | Status |
|--|-----------|----------------------|
| Bailey Memorial Cemetery | 1 | Pending |

Basic Information

Name
Doug Stierwalt

What experience and background do you have which you believe qualifies you for this appointment?

I grew up and live in the area and go by the cemetery every day. I have served on other boards so I have an idea how it is run.

What is your knowledge of the appointed body's operations, property holding's staff, taxes, and fees?

I met with a board member and he told me a little about what they do.

Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

Tolono Township Clerk, Tolono Methodist Church Board of Trustees

Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? If yes, please explain.

No

Would you be available to regularly attend the scheduled meeting of the appointed body? If no, please explain.

Yes

What is your ethnicity?

White

Contact Information

Address
738 County Road 900 E
Tolono, IL 61880

Email
impalass409@prairieinet.net

Phone
2176215964

Cell Phone
2176215964

Occupation

Additional Information

Notes

Generated 2/7/2024 @ 5:54 pm

Paula J Bates

Champaign County IL | Generated 2/9/2024 @ 5:07 pm by OnBoard2 - Powered by ClerkBase

Status

Name Paula J Bates
Application Date 2/7/2024
Expiration Date 2/7/2123
Status Received

| Board | Vacancies | Status |
|---------------------------|-----------|----------------------|
| Supervisor of Assessments | 0 | Pending |

Basic Information

Name
Paula J Bates

What experience and background do you have which you believe qualifies you for this appointment?

I have 32 years of experience in the assessment and appraisal field. I have served as Supervisor of Assessments in Champaign County since 2016. I served as Supervisor of Assessments in Piatt County from 2007-2016. I worked as a Deputy Township Assessor for the City of Champaign Township 2006-2007. I performed real estate appraisals for Craggs Appraisals 2005 to 2007. I also was the Pesotum/Crittenden Township Assessor from 2004 to 2007. I was employed 1992-2004 in the Champaign County Supervisor of Assessments office in the positions of mapping technician, office manager, appraiser/analyst and Chief Deputy.

What is your knowledge of the appointed body's operations, property holding's staff, taxes, and fees?

My duties include assisting the township assessors with their work and implementing their data into our property tax system and CAMA system for valuation of properties. Oversees all property transfers, divisions and combination of parcels, assigning parcel numbers to new subdivisions, mapping corrections or changes, property tax exemptions, name and address changes, updating farmland soil types and values annually, completion of the tentative and final abstract, applying township equalization factors, maintaining property record cards for all parcels in the county, payroll and budgeting and serving as the Clerk of the Board of Review.

Please list any boards, commissions, or public positions to which you have been appointed or elected and are currently serving.

Supervisor of Assessments

Can you think of any relationship or other reason that might possibly constitute a conflict of interest if you are selected to serve on the appointed body for which you are applying? If yes, please explain.

No

Would you be available to regularly attend the scheduled meeting of the appointed body? If no, please explain.

Yes

What is your gender?

Female

What is your ethnicity?

White

Generated 2/9/2024 @ 5:07 pm

Contact Information

Address
450 County Rd 900E
Tolono, IL 61880

Email
pbates@champaigncountyil.gov

Phone
2173843760

Cell Phone
2176216611

Occupation

Registrations/Certifications
Certified Illinois Assessing Officer
since 1996

Additional Information

Notes



AARON AMMONS
CHAMPAIGN COUNTY CLERK & RECORDER
 Champaign County, Illinois

1776 East Washington Street
 Urbana, IL 61802
 Office/Vitals: 217-384-3720 Taxes: 217-384-3722 Elections 217-384-3724
www.champaigncountyclerk.il.gov

COUNTY CLERK MONTHLY REPORT JANUARY 2024

Per 55 ILCS 5/3-2003.4

| | |
|---------------------------|------------------|
| Liquor Licenses & Permits | 200.00 |
| Civil Union License | 70.00 |
| Marriage License | 4,410.00 |
| Interests | 29.61 |
| Fidlar Processing Fees | 495.00 |
| Vital Clerk Fees | 19,462.50 |
| Tax Clerk Fees | 9,347.80 |
| Refunds of Overpayments | - |
| TOTAL | 34,014.91 |
| Additional Clerk Fees | 1,552.00 |

CHAMPAIGN COUNTY CIRCUIT COURT

101 East Main Street
Urbana, Illinois 61801

Lori K. Hansen
Court Administrator



Telephone (217) 384-0154
Fax (217) 384-8638

Sixth Judicial Circuit
Champaign County

MEMORANDUM

TO: Stephanie Fortado, Finance Chair; John Farney, Finance Vice-Chair;
Honorable Members, Finance Committee of the Whole

DATE: February 5, 2024

RE: Budget Amendment Journal 1283

The Circuit Court requests a budget amendment in the amount of \$40,000 to cover final FY23 expenditures for professional services.

We apologize for submitting multiple budget amendment requests this year. It has not been our practice in the past and it won't be our practice going forward.

Thank you for considering our request.

Journal Proof Report



Journal Number: 1283 Year: 2023 Period: 12 Description: PROF SVCS

Reference 1: Reference 2: Reference 3:

| Source | Account | Account Description | Line Description | OB | Debit | Credit |
|--------|---|-----------------------|----------------------|-------|------------|--------|
| BUA | 1080-00-0254t-02-031-000-000-0000-502001- | PROFESSIONAL SERVICES | Prof svcs shortfall | N | \$40000.00 | |
| | | | Journal 2023/12/1283 | Total | \$40000.00 | \$0.00 |

Fund: 1080 General Corporate

Dept: 031 Circuit Court

Reason: To pay final invoices for professional services in FY2023.

| Fund | Account Description | Debit | Credit |
|------|---|------------|------------|
| 1080 | GENERAL CORPORATE | | |
| | 1080-00-0146t-00-000-000-000-0000-300301- APPROPRIATIONS | | \$40000.00 |
| | 1080-00-0146t-00-000-000-000-0000-300703- BUDGETARY FUND BALANCE | \$40000.00 | |
| | Fund Total | 40000 | 40000 |

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home

30 TERRY DR

PERMANENT PARCEL NUMBER: 02-001-0030

As described in certificate(s) : 2020-9006 sold November 2020

AND WHEREAS, pursuant to public auction sale, BRITTANY HURST, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$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 for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$450.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Executive is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____, _____

ATTEST:

CLERK

COUNTY EXECUTIVE

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home

1248 BROOKSHIRE DR

PERMANENT PARCEL NUMBER: 14-019-0057

As described in certificates(s) : 2020-9072 sold November 2020

AND WHEREAS, pursuant to public auction sale, FCP MHC IL SALES LLC, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$450.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Executive is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____, _____

ATTEST:

CLERK

COUNTY EXECUTIVE

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home

27 ROWENA DR

PERMANENT PARCEL NUMBER: 30-058-0297

As described in certificate(s) : 2020-9253 sold November 2020

AND WHEREAS, pursuant to public auction sale, FCP MHC IL SALES LLC, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$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 for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$450.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Executive is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____,

ATTEST:

CLERK

COUNTY EXECUTIVE

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home

19 FERN

PERMANENT PARCEL NUMBER: 30-059-0019

As described in certificates(s) : 155 sold October 2014

AND WHEREAS, pursuant to public auction sale, FCP MHC IL SALES LLC, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$450.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Executive is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____,

ATTEST:

CLERK

COUNTY EXECUTIVE

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home

32 SANIBEL DR

PERMANENT PARCEL NUMBER: 30-060-0032

As described in certificate(s) : 2019-9188 sold December 2019

AND WHEREAS, pursuant to public auction sale, FCP MHC IL SALES LLC, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$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 for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$450.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Executive is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____, _____

ATTEST:

CLERK

COUNTY EXECUTIVE

RESOLUTION



**RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO ASSIGN
MOBILE HOME TAX SALE CERTIFICATE OF PURCHASE**

WHEREAS, pursuant to the authority of 35 ILCS 516/35 the County of Champaign, as Trustee for the Taxing Districts, has undertaken a program to collect delinquent mobile home taxes;

AND WHEREAS, pursuant to this program the County of Champaign, as Trustee for the Taxing Districts, has obtained a Tax Sale Certificate of Purchase as to the following described mobile home:

53 COACHMAN DR

PERMANENT PARCEL NUMBER: 30-053-0053

As described in certificates(s) : 2020-9205 sold November 2020

AND WHEREAS, pursuant to public auction sale, SHEILA TUDDY, Purchaser(s), has/have deposited the total sum of \$915.00 for the purchase of the said Certificate of Purchase and has/have requested that the County of Champaign assign to said Purchaser(s) the said Certificate of Purchase and all of the rights of Champaign County to obtain a Tax Certificate of Title as to the said mobile home and further, from said payment the County shall receive \$300.00 as a return for its certificates(s) of Purchase. The County Clerk shall receive \$0.00 for cancellation of certificate(s) and to reimburse for the charges advanced therefrom; the Auctioneer shall receive \$0.00 for services rendered; the Illinois Secretary of State shall receive the sum of \$165.00 for issuance of the Tax Certificate Title to said Purchaser(s); The Agent under his contract for services shall receive \$450.00;

AND WHEREAS, it appears to the Budget & Finance Committee that Champaign County and its taxing districts will be best served by assigning its said Tax Sale Certificate of Purchase to said Purchaser(s) in exchange for the aforesaid payment;

NOW THEREFORE BE IT RESOLVED BY THE COUNTY BOARD OF CHAMPAIGN COUNTY, ILLINOIS, that the County Executive is authorized to assign the abovesaid Tax Sale Certificate of Purchase as to the above described mobile home in exchange for payment to the Treasurer of Champaign County, Illinois, of the sum of \$300.00, which shall be disbursed according to law. This resolution shall 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 this _____ day of _____, _____

ATTEST:

CLERK

COUNTY EXECUTIVE

GEORGE P. DANOS, CPA
COUNTY AUDITOR



1776 EAST WASHINGTON
URBANA, ILLINOIS 61802
TELEPHONE (217) 384-3763
FAX (217) 384-1285

JILL STEWART
CHIEF DEPUTY AUDITOR

OFFICE OF THE AUDITOR
CHAMPAIGN COUNTY, ILLINOIS

MEMORANDUM

DATE: February 8, 2024
TO: Finance Chair Stephanie Fortado, Vice-Chair JJ Farney; Finance Committee of the Whole
FROM: George P. Danos, County Auditor
RE: Results of the RFP 2023-009 for the external auditor

The Office of the County Auditor (OCA) informs the Finance Committee that the external auditor, CliftonLarsonAllen LLP, ended the 2022 audit with a review of their costs. Their initial request was to increase the price of the 2023 audit services from \$89,830 to \$135,000, an increase of more than 50 percent. This reflected the salary increases for retention and attraction of accounting staff (for senior accountants it was 34 percent) as well as for time incurred above the hours estimate.

The OCA countered that the overage of hours was unlikely to be repeated as CLA gains familiarity and efficiency with our account. We agreed to \$119,829.00, a 33 percent increase, which is just short of their salary push.

The OCA issued an RFP in late 2023. We asked twelve firms to apply. We presented the respondents' offers to the rest of the Audit Services Evaluation Team (ASET). The incumbent offers the advantages of 1) continuity, 2) having a local office in Champaign, 3) a time estimate that benefits from recent experience, thus preventing the need to renegotiate, and 4) a quote that incorporates the full number of programs we need for the Single Audit.

The cost of the 5-year contract with CliftonLarsonAllen for FY 2024-2028 is as follows:

2024 \$133,600
2025 \$138,970
2026 \$144,485
2027 \$153,420
2028 \$159,545

ASET recommendation: Accept the 2024-2028 contract offered by CliftonLarsonAllen.

George Danos, County Auditor

RESOLUTION NO. 2024-xxx

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO
CLIFTONLARSONALLEN FOR FINANCIAL AUDITING SERVICES
PURSUANT TO RFP 2023-009

WHEREAS, Champaign County released RFP 2023-009 for Financial Auditing Services on January 14, 2024; and

WHEREAS, an Audit Services Evaluation Team consisting of Stephanie Fortado, County Board Deputy Chair, Finance; JJ Farney, County Board Assistant Deputy Chair, Finance; George Danos, Auditor; Jill Stewart, Chief Deputy Auditor; Cassandra (CJ) Johnson, Treasurer; DeShawn Williams, Chief Deputy Treasurer; Tami Ogden, COO Regional Planning Commission; K. Orion Smith, Fiscal Director, Regional Planning Commission; Susan McGrath, Circuit Clerk; Isak Griffiths, Chief Deputy Circuit Clerk; Leanne Brehob-Riley, GIS Director; Travis Woodcock, Deputy County Administrator of Finance; and Steve Summers, County Executive reviewed all proposals and selected CliftonLarsonAllen as the top-ranked firm pursuant to RFP 2023-009 and recommended selection of said firm to the Finance Committee of the Whole; and

WHEREAS, the Finance Committee of the Whole recommends to the County Board the award of contract for Financial Audit Services for FY2024 through FY2028 to CliftonLarsonAllen;

NOW, THEREFORE BE IT RESOLVED that the Champaign County Board authorizes award of contract to CliftonLarsonAllen for financial auditing services for the County’s FY2024 through FY2028 audits, and further authorizes the County Executive to execute said Contract on behalf of the County.

PRESENTED, ADOPTED, APPROVED, AND RECORDED this 22nd day of February A.D. 2024.

Samantha Carter, Vice-Chair
Champaign County Board

Recorded
& Attest: _____
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: _____

Approved: _____
Steve Summers, County Executive
Date: _____



OFFICE OF THE CHAMPAIGN COUNTY EXECUTIVE

1776 East Washington Street, Urbana, Illinois 61802-4581

Steve Summers, County Executive

MEMORANDUM

To: Stephanie Fortado, Deputy Chair – Finance; and
John Farney, Assistant Deputy Chair – Finance; and
Honorable Members of the Finance Committee of the Whole

From: Travis Woodcock, Budget Director

Date: February 9, 2024

Subject: Resolution Abating Taxes Levied on Outstanding Bonds

Annually, the County prepares a Resolution to abate taxes levied in the bond ordinances for the County's outstanding alternate revenue bonds. This Resolution directs the abatement of \$4,524,342 for 2023 taxes levied to pay the principal and interest on the outstanding bonds in FY2024 for the 2014, 2016, and 2022A Public Safety Sales Tax bonds and the 2022B General Sales Tax bonds. Per the bond covenants, the County has set aside the required amounts to pay the debt service on the outstanding bonds in FY2024.

After the abatement of taxes, the amount levied in 2023 for payment of the principal and interest on the County's Alternate Revenue bonds in FY2024 is \$0.

REQUESTED ACTION

The Finance Committee recommends the Resolution abating certain taxes levied to pay the principal of and interest on various outstanding bonds of The County of Champaign, Illinois, be forwarded to the County Board for approval.

RESOLUTION NO. _____

RESOLUTION ABATING CERTAIN TAXES HERETO LEVIED TO PAY THE PRINCIPAL OF AND INTEREST ON VARIOUS OUTSTANDING BONDS OF THE COUNTY OF CHAMPAIGN, ILLINOIS.

WHEREAS, the County Board (the “*Board*”) of The County of Champaign, Illinois (the “*County*”), by Ordinance Number 948 (the “*2014 Ordinance*”), did provide for the issue of \$9,795,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2014 (the “*2014 Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2014 Bonds; and

WHEREAS, the Board, by Ordinance Number 982 (the “*2016 Ordinance*”), did provide for the issue of \$3,775,000 General Obligation Refunding Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2016 (the “*2016 Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2016 Bonds; and

WHEREAS, the Board, by Ordinance Number 2022-17 (the “*2022A Ordinance*”), did provide for the issue of \$15,425,000 General Obligation Bonds (Public Safety Sales Tax Alternate Revenue Source), Series 2022A (the “*2022A Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2022A Bonds; and

WHEREAS, the Board, by Ordinance Number 2022-18 (the “*2022B Ordinance*” and collectively with the 2014 Ordinance, the 2016 Ordinance and the 2022A Ordinance, the “*Bond Ordinances*”), did provide for the issue \$19,015,000 General Obligation Bonds (General Sales Tax Alternate Revenue Source), Series 2022B (the “*2022B Bonds*” and collectively with the 2014 Bonds, the 2016 Bonds and the 2022A Bonds, the “*Outstanding Alternate Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the 2022B Bonds; and

WHEREAS, the Pledged Revenues (as defined in each Bond Ordinance) have been irrevocably deposited in the respective account of the respective Bond Fund (as defined and further described in each Bond Ordinance) in amounts sufficient to pay all principal of and interest on the respective Outstanding Alternate Bonds in the next succeeding bond year; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2023 to pay the principal of and interest on the Outstanding Alternate Bonds be abated in their entirety:

NOW THEREFORE Be It and It is Hereby Resolved by the County Board of The County of Champaign, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Resolution are full, true and correct and does incorporate them into this Resolution by this reference.

Section 2. Abatement of Taxes. The taxes heretofore levied for the year 2023 in each of the Bond Ordinances for each series of the Outstanding Alternate Bonds are hereby abated in their entirety.

Section 3. Filing of Resolution. Forthwith upon the adoption of this Resolution, a certified copy hereof shall be filed with the County Clerk of the County.

Section 4. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 5. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed, and this Resolution shall be in full force and effect forthwith upon its adoption.

Presented, Adopted, Approved on _____, 2024.

_____,
Chair Champaign County Board

APPROVED: _____

County Executive

Date: _____

RECORDED & ATTEST:

Aaron Ammons, County Clerk
Date: _____

STATE OF ILLINOIS)
) SS
COUNTY OF CHAMPAIGN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Champaign, Illinois, and as such official I do further certify that on the ___ day of _____, 2024, there was filed in my office a duly certified copy of Resolution No. _____ entitled:

RESOLUTION abating certain taxes hereto levied to pay the principal of and interest on various outstanding bonds of The County of Champaign, Illinois.

duly adopted by the County Board of the County on the ___ day of _____, 2024, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this ___ day of _____, 2024.

Aaron Ammons, County Clerk

[SEAL]

Julia R. Rietz
State's Attorney



Courthouse
101 East Main Street
Urbana, Illinois 61801
Phone (217) 384-3733
Fax (217) 384-3816

Matthew P. Banach
Chief of the Civil Division
email: mbanach@champaigncountyil.gov

**Office of
State's Attorney
Champaign County, Illinois**

January 24th, 2024

TO: Dr. Stephanie Fortado, Finance Committee Chair
Mr. John Farney, Finance Committee Vice Chair
CC: Mr. Steve Summers, County Executive

RE: Subrecipient Grant Agreements generally, and SIPA-24 Agreement in specific

Dear esteemed members of the Champaign County Board and Finance Committee,

In 2022, the Champaign County Board and local officials recognized findings made by the County's outside auditor during the County's annual Single Audit for the fiscal year ended December 31, 2021; specifically, the outside auditor's findings and recommendations regarding 'subrecipient grant monitoring'. The two pages of the audit at issue (pages 316, 317) are an already-public document, attached to this memo for your convenience and reference. See attached for all details.

To paraphrase and summarize the audit finding: federal Uniform Grant Guidance requires nonfederal agencies receiving federal awards (such as the County), who are passing those federal awards on to subrecipients (such as CUPHD), to do various things to ensure that at the start of a subaward arrangement the subrecipient is fully advised of all grant requirements, ensure that various 'required communications' are made and documented, and thereafter making sure the original grantee (the County) has a strategy in place to monitor the subrecipient's execution of the grant on at least an annual basis.

The outside auditor recommendation was: *"We recommend County management formalize a subrecipient agreement with the subaward agency, including all required components. We recommend reviewing the subrecipient's annual audit report and letter of findings, to assist in effectively monitoring the entity. In addition, we recommend the County considering implementing other monitoring procedures, to ensure compliance with all terms, conditions, and goals of the grant agreement."*

In other words: the outside auditor said the County needed to do a better job of documenting subaward arrangements and checking all the boxes of formality and paperwork to comply with grant and audit best practices, especially for federal grants.

This Subrecipient Agreement for grant "SIPA-24" is the County doing that.

Please see the proposed Subrecipient Agreement (included in the board packet) for all details. “SIPA” stands for Strengthening Illinois Public Health Administration. As you can see, this grant flows from the federal level (the CDC) down to the state level (IDPH) then to Champaign County and the Champaign County Board of Health, which are then making a subaward in order to have the Champaign-Urbana Public Health District (CUPHD) actually administer and perform the grant activities pursuant the long-standing intergovernmental agreement between the County, County BOH, and CUPHD.

As you can see from the grant documents which are attached to the Subrecipient Agreement, this grant was already signed back in August-September 2023. The preferred time to implement this Subrecipient Agreement was back then at the same time the grant was being finally approved by the respective officials, and that is the recommendation going forward for future federal grants the County is sub-awarding, especially now that the County will have a model for what a subrecipient agreement is supposed to look like. You may recall that the most recent renewal and iteration of the County-BOH-CUPHD intergovernmental agreement for the provision of public health services, which this board approved in January 2024, now includes additional language highlighting and clarifying the subaward and subrecipient monitoring process between the parties. That new language formalizes this process, emphasizes the steps such as this which need to be taken to comply with audit and grant best practices, and should provide a helpful reminder to local officials of the new additional steps which need to be taken and when.

This proposed Subrecipient Agreement in its current form has been shared between and drafted in cooperation with staff and officials from the County, County Board of Health, and CUPHD; and as of this writing it is my understanding that the version presented is mutually agreeable and ready for adoption by the respective boards.

Sincerely,

Matthew P. Banach
Chief of the Civil Division
Champaign County State’s Attorney’s Office

**CHAMPAIGN COUNTY, ILLINOIS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021**

Section III – Findings and Questioned Costs – Major Federal Programs

2021-005 – Subrecipient Monitoring

Federal Agency: U.S. Department of Health and Human Services

Federal Program Name: Epidemiology and Lab Capacity for Infectious Diseases

Assistance Listing Number: 93.323

Federal Award Identification Number and Year: N/A

Pass-Through Agency: Illinois Department of Public Health

Pass-Through Number: 05180108H

Award Period: June 1, 2020 to March 31, 2022

Type of Finding:

- Significant Deficiency in Internal Control over Compliance
- Other Matter

Criteria or specific requirement: Uniform Grant Guidance (2 CFR 200.331 and 332) requires nonfederal entities receiving federal awards, and passing those federal awards on to subrecipients, to clearly identify the award as a subaward at the time of the award, providing all requirements imposed on the subrecipient. Additionally, the activities of the subrecipient should be monitored to ensure the subaward is used for authorized purposes, complies with the terms and conditions of the subaward, and achieves performance goals. This should include obtaining annual audit reports of the subrecipient, including any letter of findings.

Condition: While the County provided the subrecipient with a copy of their grant agreement with the funding agency, the County did not have a subrecipient agreement with the agency that funds were passed-through to, that includes all of the required communications, including the assistance listing number, subrecipient responsibilities, audit requirements, and suspension and debarment certification. The County did not request the subrecipient's audit report or letter of findings during the fiscal year. Also, they have no set monitoring procedures, other than reviewing reimbursement billings.

Questioned costs: N/A

Context: One of one subrecipient was selected for testing.

Cause: The County Finance Office was not aware of the subrecipient requirements. They did furnish a copy of their grant agreement for the funding to the subrecipient.

Effect: May result in noncompliance with grant requirements.

Repeat Finding: No

CHAMPAIGN COUNTY, ILLINOIS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED DECEMBER 31, 2021

Section III – Findings and Questioned Costs – Major Federal Programs (Continued)

2021-005 – Subrecipient Monitoring (Continued)

Recommendation: We recommend County management formalize a subrecipient agreement with the subaward agency, including all required components. We recommend reviewing the subrecipient's annual audit report and letter of findings, to assist in effectively monitoring the entity. In addition, we recommend the County consider implementing other monitoring procedures, to ensure compliance with all terms, conditions, and goals of the grant agreement.

Views of responsible officials: There is no disagreement with the audit finding.

**SUBRECIPIENT AGREEMENT
BETWEEN THE COUNTY OF CHAMPAIGN
AND THE CHAMPAIGN COUNTY HEALTH DEPARTMENT
AND THE CHAMPAIGN-URBANA PUBLIC HEALTH DISTRICT
FOR GRANT: Strengthening Illinois Public Health Administration (SIPA-24)**

This Subrecipient Agreement is made by and between the County of Champaign, Illinois (hereinafter "County"), the Champaign County Health Department (hereinafter "County Health Department"), and the Champaign-Urbana Public Health District (hereinafter "Public Health District" or "Subrecipient"), hereinafter also referred to as "the Parties".

AWARD INFORMATION

State Grantor Agency: Illinois Department of Public Health (IDPH)

CSFA Name: Strengthening Illinois Public Health Administration (SIPA-24)

CSFA Number: 482-00-3127

SAIN: 48080410L

Federal Awarding Agency: The Centers for Disease Control and Prevention (CDC)

Assistance Listing Program Title: Collaboration with Academia to Strengthen Public Health Workforce Capacity and Assistance

Assistance Listing Number: 93.967

FAIN: NE110E000090

Award Term: effective July 1, 2023 and expires November 30, 2027 unless terminated sooner

Amount: Grant funds shall not exceed \$350,000.00, of which \$350,000.00 are federal funds

RECITALS

WHEREAS, the County, the County Health Department, and the Public Health District are parties to a longstanding intergovernmental agreement whereby the Public Health District provides the County Health Department with certain public health services which the County is authorized to provide through the County Health Department; and

WHEREAS, this Subrecipient Agreement ("Agreement") is similarly authorized pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and specifically sections 220/3 and 220/5; the Public Health District Act, 70 ILCS 905/0.01 *et seq.*, and specifically section 905/17; the Counties Code, 55 ILCS 5/1-1001 *et seq.*, and specifically sections 5/5-1005 and 5/5-25013; and the Illinois Constitution of 1970, Article VII, Section 10; and

WHEREAS, the County (the "Grantee") has been awarded certain federal grant funds (the "Grant") from the CDC (the "federal awarding agency") distributed through the State of Illinois acting through the Illinois Department of Public Health (the "grantor agency"); and

WHEREAS, the County, the County Health Department, and the Public Health District desire that the Public Health District administer and perform the services funded by this Grant, and to memorialize the Public Health District's role as Subrecipient through this Agreement.

NOW, THEREFORE, the County, the County Health Department, and the Public Health District, having first found the foregoing recitals as fact, and in consideration of the mutual covenants set forth below, hereby agree as follows:

AGREEMENT

1. All Appendices and appendix exhibits attached to this Agreement are incorporated and made a part of this Agreement as referenced herein. Subrecipient agrees to abide by and follow all terms and conditions as set forth in said Appendices and their exhibits.
2. In exchange for receiving the Grant funds referenced herein, the Subrecipient shall be responsible for administering the program(s) as described in Appendix A in a manner satisfactory to the County and the County Health Department and substantially consistent with any standards and regulations that are specified in this Agreement and adherence to the same is a condition of providing these funds. Subrecipient commits to the program goals that are outlined in Appendix A. Subrecipient agrees to expend the total amount of Grant funds covered in this Agreement, solely for the agreed upon activities and in accordance with the conditions outlined in this Agreement.
3. The subaward of Grant funds under this Agreement constitutes the entirety of the amount of said Grant funds. The scope of services to be provided under this Agreement constitutes the entirety of Grant program services as described in Appendix A. Subrecipient understands that the subaward of the Grant under this Agreement in no way implies the continued financial support of the program(s) or services of the Subrecipient by the County or the County Health Department beyond this Agreement.
4. Subrecipient affirms that Subrecipient has a Data Universal Numbering System (DUNS) number assigned by Dun and Bradstreet, Inc., and a Unique Entity Identifier, and will provide proof of these numbers and identifiers to the County if not already provided.
5. Subrecipient agrees to comply with all applicable federal, state, and local laws, regulations, and policies governing the Grant funds provided under this Agreement. Subrecipient understands that disbursement will be contingent upon the Subrecipient ensuring compliance with any applicable federal, state, and local requirements, and payment may be withheld pending receipt and approval of all required documentation.
6. Subrecipient certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in the Grant or this Agreement by any federal department or agency, or by the State.

7. Subrecipient affirms that the Subrecipient has the organizational capacity to adhere to the Grant's requirements and guidelines for procurement, monitoring, reporting, recordkeeping, auditing, and all other requirements set forth in Appendix A, and Subrecipient agrees to comply with said requirements and guidelines.
8. Subrecipient agrees to submit its annual audit report(s) and letter(s) of findings to the governing bodies of the County (i.e., the Champaign County Board, or a committee thereof) and the County Health Department (i.e., the County Board of Health) as produced for each fiscal year throughout the duration of this Agreement, along with a detailed budget for activities pursuant to this Grant, along with such additional reports or information as reasonably requested by the Parties such as to advise the County Board and County Board of Health of Subrecipient's use of Grant funds and activities pursuant to this Agreement. Such submission of reports and information shall be on at least an annual basis once said information is available, with review such material scheduled as mutually convenient to the Parties given the timing of the Parties' respective fiscal years, budget periods, auditing cycles, and regular meeting schedules.
9. Subrecipient agrees to meet on an as-needed basis with one or more designated staff members of the County and/or County Health Department to discuss general and/or specific issues of this Agreement and to review the required reports.
10. The County, County Health Department, Illinois Department of Public Health, Attorney General, Office of Inspector General, Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access and the right to examine any and all of Subrecipient's Grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support the Parties' performance of services under the Grant for a period of three (3) years following IDPH's final approval of all required close-outs (financial and/or programmatic). Subrecipient shall be governed by the same requirements as those to which the Grantee is subject under Appendix A.
11. The term of this Agreement shall begin upon the effective date of the Grant award and shall continue throughout the term of the Grant. All reporting, auditing, and records requirements of this Agreement shall continue beyond the expiration of the term of the Grant until all such requirements have been met to the satisfaction of all federal and state authorities and the respective auditors of the Parties. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over Grant funds, including any program income.
12. Suspension or Termination for Cause by the County, Other Remedies: Subrecipient understands and agrees that if Subrecipient materially fails to comply with any or all provisions of this Agreement, the County may in its sole discretion (a) suspend or

terminate this Agreement; (b) temporarily withhold cash payments pending correction of the deficiency by the Subrecipient; (c) disallow and deny funds for all or part of the cost of the activity or action not in compliance; (d) wholly or partially suspend or terminate the current subaward for the Subrecipient's program; (e) withhold further awards for the program; or (f) take other remedies that may be legally available.

13. Notices: All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) emailing the same with electronic confirmation of receipt.

If to the County:

County of Champaign
1776 E. Washington Street
Urbana, IL 61802
ATTENTION: Steve Summers, County Executive
PHONE: (217) 384-3776
EMAIL: ssummers@champaigncountyil.gov

If to the County Board of Health:

Champaign County Board of Health
1776 E. Washington Street
Urbana, IL 61802
ATTENTION: Krista Jones, President Board of Health
PHONE: (217) 384-3772
EMAIL: kjones29@illinois.edu

If to the Public Health District:

Champaign-Urbana Public Health District
201 W. Kenyon Road
Champaign, IL 61820
ATTENTION: Julie Pryde, Administrator
PHONE: (217) 531-5369
EMAIL: jpryde@c-uphd.org

14. No Waiver: The County or County Health Department's failure to act with respect to a breach by the Subrecipient does not waive the County or County Health Department's right to act with respect to subsequent or similar breaches. The failure of the County or County Health Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. Indemnification: Subrecipient hereby agrees to indemnify, protect, and hold harmless the County, County Health Department, and all of their assigns, officers, directors, employees, agents and servants from and against any and all liabilities, obligations, losses, damages, penalties, judgments, settlements, claims, actions, suits, proceedings,

costs, expenses and disbursements, including legal fees and expenses, of whatever kind and nature, imposed on, incurred by or asserted against the County, County Health Department, or their successors, assigns, officers, directors, employees, agents and servants, in any way relating to or arising out of any of the following: (a) the use or application of the Grant proceeds; (b) any violation by Subrecipient of any term of this Agreement; (c) any tort or other action or omission done by Subrecipient in connection with the performance or operation of the Grant program(s); or (d) any injury to any person, loss of life, or loss or destruction of property in any way arising out of or relating to the performance or operation of the Grant program(s). The Parties agree to notify each other in writing of any claim, liability, or allegation they believe to be covered under this paragraph. Notwithstanding anything in this Agreement to the contrary, the indemnities contained in this paragraph shall survive the termination of the Agreement.

16. Severability: If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.
17. This Agreement represents the entire Agreement between the Parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the Parties any may not be modified except in writing acknowledged by all Parties.
18. The Parties each hereby warrant and represent that their respective signatures set forth below have been duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
19. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

Signature page(s) to follow.

**CHAMPAIGN-URBANA PUBLIC
HEALTH DISTRICT**

By: _____

Secretary, Board of
Health

Date: _____

By: _____

Member, Board of
Health

Date: _____

**CHAMPAIGN COUNTY HEALTH
DEPARTMENT**

By: _____

President, Board of Health

Date: _____

ATTEST: _____

Secretary, Board of Health

Date: _____

COUNTY OF CHAMPAIGN

By: _____

STEVE SUMMERS
County Executive

Date: _____

By: _____

County Board
Chair

Date: _____

ATTEST: _____

AARON AMMONS
County Clerk and
Ex-Officio Clerk
of the County Board

Date: _____

Attached hereto:

Appendix A –Agreement No. 48080410L, “Grant Agreement Between The State of Illinois, Department of Public Health and Champaign, County of”, an IDPH Uniform Grant Agreement



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, Department of Public Health
AND
Champaign, County of**

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

PART ONE – THE UNIFORM TERMS

| | |
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| Article I | Definitions |
| Article II | Award Information |
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| Article IV | Payment Requirements |
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| | |
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| Exhibit A | Project Description |
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| Exhibit C | Contact Information |
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PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

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

Illinois Department of Public Health

Champaign, County of

By: Sameer Vohra

By: Julie A. Pryde

Signature of Director: Sameer Vohra,
MD, JD, MA

Signature of Authorized Representative

By: Cornie Schierman

Date: 08/28/2023

Signature of Designee

Printed Name: JULIE A. PRYDE

Date: 9/17/23

Printed Name: Cornie Schierman
Executive Assistant

Printed Title: ADMINISTRATOR

Printed Title: _____

E-mail: JPRYDE@C-UPHD.ORG

Designee

By: _____

By: _____

Signature of Second Grantor Approver,
if applicable

Signature of Second Grantee Approver,
if applicable

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Printed Title: _____

Printed Title: _____

Second Grantor Approver

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver,
if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

PART ONE – THE UNIFORM TERMS

ARTICLE I DEFINITIONS

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

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

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

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

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

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

"Conflict of Interest" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Program" is used interchangeably with "Project."

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

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

"SAM" means the federal System for Award Management (SAM), the federal repository into which an

entity must provide information required for the conduct of business as a recipient.

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on July 1, 2023 and expires on November 30, 2027 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds shall not exceed \$350,000.00, of which \$350,000.00 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in **PART TWO** or **PART THREE**):

100% Lump-Sum Payment

Upon execution of this Agreement, the Department shall authorize a lump-sum payment in the amount of one hundred percent (100%) of the total Award. Payments to the grantee are subject to the Grantee's submission and reconciliation of eligible costs through biannual reports to the Department, as described in EXHIBIT D and PART THREE.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is NE11OE000090, the federal awarding agency is The Centers for Disease Control and Prevention (CDC), and the Federal Award date is 02/01/2023. If applicable, the Assistance Listing Program Title is Collaboration with Academia to Strengthen Public Health Workforce Capacity and Assistance Listing Number is 93.967. The Catalog of State Financial Assistance (CSFA) Number is 482-00-3127 and the CSFA Name is Strengthening Illinois Public Health Administration (SIPA-24). If applicable, the

State Award Identification Number (SAIN) is 48080410L.

**ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

- 3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and XAB2MEYN7427 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

- 3.2. Tax Identification Certification. Grantee certifies that: 37-6006910 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person.

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

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

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

- 3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

- (a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.
- (b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- (c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

- (d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).
- (e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).
- (f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).
- (g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.
- (h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.).
- (i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).
- (j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).
- (k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.
- (l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.
- (m) **Criminal Convictions.** Grantee certifies that:
 - (i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the

Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act. 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

- (n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.
- (o) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).
- (p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).
- (q) **Internal Revenue Code and Illinois Income Tax Act.** Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

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

Exhibit A, **PART TWO** or **PART THREE** of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

- 4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in **PART TWO** OR **PART THREE**.
- 4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 et seq.) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.
- 4.5. Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.
- 4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.
- 4.7. Interest.
 - (a) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee must remit annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.
 - (b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).
- 4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **ARTICLE II, PART TWO**, or **PART THREE**. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.
- 4.9. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures,

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

ARTICLE V
SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

- 5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in **Exhibit A** (Project Description), **Exhibit B** (Deliverables or Milestones), and **Exhibit D** (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).
- 5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.
- 5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI
BUDGET

- 6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.
- 6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.
- 6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII
ALLOWABLE COSTS

- 7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.
- 7.2. Indirect Cost Rate Submission.
 - (a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

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

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

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

- (c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.
- (d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

- (a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure

that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

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

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

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

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

- (d) **Budget Control.** Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

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

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

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

**ARTICLE VIII
LOBBYING**

- 8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.
- 8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
- 8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.
- 8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor
- 8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

- 9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- 9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code

7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

- 9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- 9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor 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 X FINANCIAL REPORTING REQUIREMENTS

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

- 11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in **PART TWO** or **PART THREE**. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in **Exhibit D**, **PART TWO** or **PART THREE** at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in **PART TWO**, **PART THREE**, or **Exhibit E** pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329.
- 11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII
AUDIT REQUIREMENTS

- 12.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.
- 12.2. 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) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.
 - (b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.
 - (c) The CYEFR must follow a format prescribed by Grantor.
- 12.3. Entities That Are Not "For-Profit".
- (a) This Paragraph applies to Grantees that are not "for-profit" entities.

- (b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal Awards, Grantee is subject to the following audit requirements:
- (i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.
- (ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).
- (iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.
- (iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- (v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are "for-profit" entities.
- (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
- (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in

Federal Awards and state Awards, singularly or in any combination, from all sources, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAGAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

- (a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.
- (b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).
- (c) This Agreement may be terminated, in whole or in part, by Grantor:
- (i) Pursuant to a funding failure under Paragraph 4.1;
 - (ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or
 - (iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in **Exhibit A, PART TWO** or **PART THREE**.

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

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on

Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

- 13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.
- 13.5. Effects of Suspension and Termination.
- (a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
 - (b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.
 - (c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:
 - (i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.
- 13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

ARTICLE XIV SUBCONTRACTS/SUB-GRANTS

- 14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.
- 14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).
- 14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds

were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

ARTICLE XV NOTICE OF CHANGE

- 15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for non-governmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).
- 15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.
- 15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.
- 15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

- 16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

- 17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.
- 17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State

including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

- 18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.
- 18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.
- 18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.
- 18.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts

and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

ARTICLE XX INSURANCE

- 20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.
- 20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

- 21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.
- 21.2. Indemnification and Liability.
To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for

indemnification under said Act.

ARTICLE XXII MISCELLANEOUS

- 22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.
- 22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing renders this Agreement null, void and of no further effect.
- 22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.
- 22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.
- 22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.
- 22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.
- 22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.
- 22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).
- 22.10 Precedence.
- (a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** controls. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.
- (b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state

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

- 22.11 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.
- 22.12 Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 22.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document are deemed original for all purposes.
- 22.14 Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.
- 22.15 Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A
PROJECT DESCRIPTION

- A.1. The sole purpose of this grant is to fund the Grantee's performance of the services described herein during the period of performance of this Agreement. U.S. public-health agencies have been fighting on the front line to protect Americans against COVID-19 for almost three years. To respond to the pandemic, public-health departments across the country have had to assume new and expanded responsibilities while continuing to deliver their core responsibilities and services as part of the public-health system. Almost half of all employees in state and local public health agencies left their jobs between 2017 and 2021. If this trend continues, half of the governmental public health workforce will have left their jobs by 2025. Stagnant funding and cumbersome hiring processes have left departments struggling to attract, retain and train the specialized and diverse talent they need to better reach, serve, and reflect their communities.

The state's program of "Strengthening Illinois's Public Health Administration" (SIPA-24) was funded as part of the Component A option of the Centers for Disease Control and Prevention (CDC)'s funding opportunity, Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems.

Funding is being provided to Illinois certified local health departments at an equal funding level for workforce development support grants, resulting in 96 agencies receiving \$350,000 each. Funding is not available for jurisdictions that received direct funding (City of Chicago).

Grant funds must be used for workforce development activities, including hiring, retention, training, and other incentives to support and sustain the public health workforce. There are no restrictions on the types of positions that can be hired for public health capacity building. In addition, funding may be used for part-time, temporary, and contractual positions.

EXHIBIT B
DELIVERABLES OR MILESTONES

The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this Agreement. The grant application submitted by Grantee related to this Agreement is hereby incorporated and made a part of this Agreement.

B.1. The Grantee shall:

B.1.1. Provide workforce development activities, including hiring, retention, training, and other incentives to support and sustain the public health workforce. There are no restrictions on the types of positions that can be hired for public health capacity building. In addition, funding may be used for part-time, temporary, and contractual positions.

B.1.2. Provide hiring, retention, training and other incentives to help build a workforce that addresses local needs and achieves public health goals.

B.1.3. Recruit, attract and hire new staff through enhanced incentives and partnerships.

B.1.4. Retain existing staff through enhanced incentives ex. training activities, enhanced salaries/incentives, and promotional opportunities.

B.1.5. Invest in leadership development and ongoing training opportunities with a focus on both professional skills and public health core competencies.

B.1.6. Support and sustain existing staff through new or expanded well-being programs to address burnout, work-life balance and job satisfaction.

B.1.7. Provide additional, applicable activities for hiring, retention and training efforts.

B.1.8. Maintain current SOPs on file for bonuses and incentive compensation to employees and employee benefits for CDC requirements and auditing purposes per reference to 45 CFR 75.430(f) Incentive Compensation and 45 CFR 75.431 Compensation – Fringe Benefits.

B.2. In connection with the services described in Section B.1 above, the Department will:

B.2.1. Provide overall oversight for the Program.

B.2.2. Provide funding to Grantee in accordance with the policies described in Article IV of **PART ONE**.

B.2.3. Monitor the work of grantee organizations to ensure compliance with the terms of the Program and the activities to be performed as described in the grantee organization application and this Agreement.

B.2.4. Provide technical assistance and support in implementation of the grant.

B.2.5. Provide feedback on reports and work products submitted by Grantee.

**EXHIBIT C
CONTACT INFORMATION**

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: Kristin Rzeczkowski
Title: Workforce Director
Address: 69 W. Washington St, Suite
3500, Chicago, IL 60602

GRANTEE CONTACT

Name: Julie Pryde
Title: Administrator
Address: 1776 E. Washington, Urbana, IL
61802-4516

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: 1776 E. Washington, Urbana, IL
61802-4516

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: James Reed
Title: Executive 2
Address: 525 West Jefferson Street, 2nd
Floor, Springfield, IL 62761-
2604
Phone: (217)782-4305
TTY #: (800) 547-0466
Fax #:
E-mail Address: james.reed@illinois.gov

GRANTEE CONTACT

Name: Julie Pryde
Title: Administrator
Address: 1776 E. Washington, Urbana, IL
61802-4516
Phone: (217) 531-5369
TTY #:
Fax #: (217) 531-5381
E-mail Address: jpryde@c-uphd.org

EXHIBIT D
PERFORMANCE MEASURES AND STANDARDS

- D.1. Grantee shall submit performance reports pursuant to Article XI of **PART ONE**.
- D.2. As set forth in **PART THREE**, performance reports shall be submitted biannually. Performance reports shall include the following information:
- D.2.1. Pursuant to Section 14.3 of **PART ONE**:
A comparison of actual accomplishments to the objectives of the award established for the period;
- D.2.1.1 Where the accomplishments can be quantified, a computation of the cost;
- D.2.1.2 Performance trend data and analysis is not required; and
- D.2.1.3 Reasons why any established goals were not met, and a narrative explanation of why the objectives were not achieved.
- D.2.2. Progress of the program and project as of the close of the period being reported on;
- D.2.3. Description of the use and expenditure of Grant Funds awarded under this Agreement;
- D.2.4. Any other information required by the Grant Instructions.
- D.2.5. Data shall be reported through EGrAMS.
- D.3. Reporting Timelines.
- D.3.1. First Performance Report. Unless otherwise specified in **PART THREE**, Grantee's first performance report shall cover the first six months after the Award begins.
- D.3.2. Close-out Performance Reports. Grantee shall submit a final close-out performance report within sixty (60) calendar days following the end of the period of performance. If this Agreement is terminated early, regardless of the reason, Grantee shall submit a final close-out performance report within sixty (60) calendar days following the effective date of termination.
- D.3.3. Grantee will submit biannual performance reports in EGrAMS. The report will be available to download from EGrAMS under the "Progress Report" line. Grantees fill out the report, save as a PDF document, and upload to EGrAMS to submit it to the Department.
- D.3.4. Grantee will submit biannual expenditure reports in EGrAMS. Grant funds will be paid in a 100% lump-sum payment upon execution. Payments are subject to Grantee's submission and reconciliation of eligible costs through biannual expenditure reports to the Department.
- D.3.5. Grantee will submit biannual performance reports and biannual financial reports in EGrAMS within thirty (30) calendar days following the end of the reporting period.
- D.4. Failure to Report. Failure to submit required performance reports may cause a delay or suspension of funding.
- D.5. Grantee shall perform in accordance with the standards set forth herein, which are the minimum thresholds of acceptable performance. Failure to meet these thresholds may result in remedial action including, but not limited to, corrective action, imposition of specific condition, denial of reimbursement/payment, recovery of funds, and/or and suspension or termination of the Agreement.
- D.5.1. Report on workforce development activities to hire, retain or train new or existing staff.

- D.5.2. Report on incentives that support and sustain the public health workforce.
- D.5.3. Report on building and addressing local needs and achieving public health goals.
- D.5.4. Report the number of new positions hired that build public health capacity.
- D.5.5. Report the number of part-time, temporary and contractual positions.
- D.5.6. Report on enhanced incentives, partnerships and activities that recruit, attract, retain, and hire new staff.
- D.5.7. Report on incentives (training activities, enhanced salaries/incentives and promotional opportunities) that retain existing staff.
- D.5.8. Report on investments in leadership development and training opportunities with a focus on both professional skills and public health core competencies.
- D.5.9. Report on new or expanded well-being programs that address burnout, work life balance and job satisfaction that support and sustain new and existing staff.
- D.5.10. Report on other activities applicable to hiring, retention and training efforts.
- D.5.11. Maintain current SOPs on file for bonuses and incentive compensation to employees and employee benefits for CDC requirements and auditing purposes per reference to 45 CFR 75.430(f) Incentive Compensation and 45 CFR 75.431 Compensation – Fringe Benefits.

EXHIBIT E
SPECIFIC CONDITIONS

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

E.1. Pursuant to Section 5.3 of **PART ONE**, 2 CFR 200.205, and 2 CFR 200.207, specific conditions may be imposed upon Grantee based upon a risk assessment. Specific conditions may also be imposed as a result of a merit review or as required by the terms of the Award. Specific conditions are imposed.

E.2. Imposition of Conditions.

E.2.1. Pursuant to Section E.1, the following specific conditions are imposed:

E.2.1.1. The Grantee shall provide additional information in its financial reports, including a comparison of budgeted expenditures to actual, upon request by the Department, in the format provided by the Department.

E.2.1.1.1. This condition will be removed if Grantee has completed implementation of all corrective actions, if applicable.

E.2.1.2. The Grantee shall provide the Department a report on the status of its implementation of corrective actions, if applicable, on a semiannual basis.

E.2.1.2.1. This condition will be removed if Grantee has completed implementation of all corrective actions, if applicable.

E.2.2. These specific conditions are imposed due to risk factors identified in the Grantee's fiscal and administrative risk assessment, based on responses to the Internal Controls Questionnaire (ICQ).

E.3. Removal of Conditions.

E.3.1. Pursuant to 2 CFR 200.207(c)(5), Grantee may request reconsideration of the specific conditions imposed by submitting a request to the contact identified in **EXHIBIT C**. The request for reconsideration must include a detailed rationale for the request, supporting documentation and, if applicable, the actions Grantee is taking to correct the condition giving rise to the specific condition(s) listed above.

E.3.2. The specific conditions set forth in E.2 will be immediately removed when the conditions prompting them have been fully corrected. 2 CFR 200.207(d).

E.3.3. At Grantor's discretion, Grantor may reinstate any conditions which have been previously removed, if Grantee's performance, actions, or inactions illustrate a need for such reinstatement in Grantor's opinion.

PART TWO – THE GRANTOR-SPECIFIC TERMS

PART TWO – Grantor-Specific Terms

| | |
|-----------------------|--|
| Article XXIII | Definitions |
| Article XXIV | Additional Certifications |
| Article XXV | Services |
| Article XXVI | Expenditure, Billing, and Management of Funds |
| Article XXVII | Grant Fund Control Requirements |
| Article XXVIII | Incorporated Attachments |
| Article XXIX | General Provisions |

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

**ARTICLE XXIII
DEFINITIONS**

23.1. Definitions

"Department". Illinois Department of Public Health.

"Equipment" Tangible, non-expendable, personal property.

"FSRA Report" Affidavit for reimbursement for grants executed 30-days after the grant start date.

"Grant Instructions" The instructions provided to Grantee set forth the Grantee's reporting requirements and all other requirements under this Agreement, and are hereby incorporated into this Agreement. Failure to comply with the requirements set forth in the Grant Instructions will be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement.

"Grants Management System (GMS)" EGrAMS, Provide, or Amplifund software systems.

"Operational Utilities" Utilities required for basic operational functions, without which Grantee's ability to perform under the Agreement would be substantially hindered. Operational Utilities include electricity, gas, heat, air conditioning, water, cable, telephone, office supplies, internet, and other core day-to-day expenses necessary to maintain the office space in reasonable working condition, as determined by the Department Office overseeing the award. Rent is not considered an Operational Utility, and Grantee is required to disclose its landlord or lessor to the Department even if Grantee uses the rented space for more than performance of this Agreement.

"Order to Surrender" An order to surrender equipment and/or supplies purchased with Grant Funds for the purpose of carrying out the Award.

"Party" A signatory to this Agreement. A subcontractor or sub-grantee is not considered a Party

"Pre-Award Costs" Allowable costs incurred prior to the period of performance of a grant, before grant period begins.

"Subcontractor" A third party, not a party to this Agreement, who provides or tenders goods of any kind, or performs services of any kind, for the Grantee relating to the work or services performed under this Agreement.

"Subcontractor and Sub-grantee Authorization Form" The form a Grantee is required to submit when requesting the Department's written consent to utilize the services of a subcontractor (other than an Operational Utility) or sub-awardee.

"Sub-awardee" A third party, not a party to this Agreement, who performs services on behalf of the Grantee in furtherance of Grantee's performance of the services described herein during the period of performance of this agreement.

"Supplies" All tangible personal property other than Equipment.

"Term" Period of performance in 2.1, 4.6, 18.2, 20.1, and 22.4.

**ARTICLE XXIV
ADDITIONAL CERTIFICATIONS**

- 24.1. The Grantee represents and warrants that it is authorized to undertake the obligations set forth in this Agreement, and that it has obtained or will obtain all permits, licenses, or other governmental approvals that may be necessary to perform the grant services.

**ARTICLE XXV
SERVICES**

- 25.1. Subcontracts. The Grantee will not use the services of a subcontractor, excluding Operational Utilities, to fulfill any obligations under this Agreement unless a) approved pursuant to Section 14.1 of **PART ONE**; b) allowed pursuant to Section 25.1.1 of **PART TWO**, below; and c) the Grantee has submitted a Subcontractor and Sub-grantee Authorization Form as set forth in this section and received Prior Approval from the Grantor. The Grantor reserves the right to review all subcontracts at any time during the period of performance of the Agreement.
- 25.1.1 The Grantee may utilize subcontractors in the performance of this Agreement. If Grantee is allowed to utilize subcontractors, even if such subcontractors are identified in the grant application, budget, or any other grant documents, they will not be approved until such time as (i) the Grantee submits a Subcontractor and Sub-grantee Authorization Form and (ii) received Prior Approval from the Department.
- 25.2. Subgrants. The Grantee will not use the services of a sub-awardee to fulfill any obligations under this Agreement unless approved pursuant to Section 14.1 of PART ONE and until the Grantee has submitted a Subcontractor and Sub-grantee Authorization Form as set forth in this Section and received Prior Approval from the Grantor. In addition, all sub-awardees shall have an application, including a budget and project deliverables, on file with the Grantee and the Department prior to the issuance of any written consent. The Department reserves the right to review all subgrants at any time during the period of performance of the Agreement.
- 25.2.1 The Grantee shall assume responsibility for distribution of Grant Funds to any sub-awardees for the provision of services under this Agreement and in accordance with the (i) goals, objectives, and activities and (ii) budget on file with, and approved by, the Department.
- 25.2.2 If applicable, no later than October 31, 2023, Grantee shall execute subaward agreements for services. Signed copies of all sub-grant agreements shall be submitted to the Department in the corresponding required progress report. Each sub-grant agreement shall identify the sub-grantee and include a scope of services, budget period, detailed budget, and the sub-grantee's current mailing address. The Department will not pay any reimbursement to the Grantee related to sub-grantee activities until the Department has received a copy of the signed sub-grant agreement.
- 25.2.3 The Grantee shall assure that all services provided by sub-grantees under established sub-grant agreements are provided and documented in a timely manner and in accordance with Department policy. The Grantee shall promptly investigate any sub-awardee not performing in accordance with the subaward agreement. The Grantee is responsible for monitoring, investigating, and taking any needed action related to the sub-awardee to protect the integrity of the provision of services under this Agreement. Failure of the Grantee to do so may result in the rejection of claims for payment or in payments being reduced by the total amount of the value of the sub-awardee contract until any and all requirements of this Agreement are fulfilled.

- 25.2.4 Use of a subcontractor or sub-awardee without the Department's prior written approval may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement. The Subcontractor and Sub-grantee Authorization Form may be submitted at any time before or during the period of performance of the Agreement, and may be submitted as often as needed when new subcontractors and sub-awardees are identified.
- 25.2.5 Grantee must attach the IDPH Uniform Grant Agreement (UGA) to all Sub-awardee/Subgrantee Agreements.
- 25.2.6 The Grantee will not commingle funds between separate grants or subawards, even if the grants or subawards are related, or the same population is being served.

ARTICLE XXVI EXPENDITURE, BILLING, AND MANAGEMENT OF FUNDS

- 26.1. The Grantee will expend Grant Funds awarded under this Agreement in accordance with the Budget approved and on file with the Department. Departmental approval of a budget including subcontractors or sub-awardees, even if the subcontractors or sub-awardees are identified by name, does not constitute Prior Approval for the use of subcontractor or sub-awardee services or the expenditure of reimbursable funds for such services. Grantee shall utilize a Subcontractor and Sub-awardee Authorization Form to obtain Prior Approval for expenditures relating to subcontractors or sub-awardees pursuant to Section 14.1 of **PART ONE**. Expenditures made to subcontractors and sub-awardees shall not be reimbursed if services are provided before the Department grants Prior Approval for the use of such subcontractors or sub-awardees.
- 26.2. Pursuant to Section 19.1 of **PART ONE** and 2 CFR 200.421(e), Grantee and any approved sub-awardees shall not expend any Grant Funds for promotional items or any other unallowable advertising and public relations costs as set forth in 2 CFR 200.421(e). Promotional items include but are not limited to: calendars, pens, buttons, pins, magnets, gift cards, posters, and stationery. If the Department has not granted prior written permission to expend Grant Funds for promotional items, expenditures for promotional items shall not be reimbursed.
- 26.3. Cash Management Improvement Act of 1990. Pursuant to Section 4.4 of **PART ONE**, 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.

ARTICLE XXVII GRANT FUND CONTROL REQUIREMENTS

- 27.1. Discretionary Audit. The Department may, at any time, and at its sole discretion, require a financial audit, a grant-specific audit, or any other audit, Management Letter or SAS 114 letter to be delivered within thirty (30) days of the Grantee's receipt of such audit report, but in no event later than nine (9) months following the end of the period for which the audit was performed.
- 27.2. Reporting Requirements. In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.
- 27.2.1 Expenditures and Project Activity Prior to Grant Execution. If a recipient or subrecipient incurs expenses related to the grant award prior to the execution of the Agreement but within the period of performance of the Agreement and the Agreement is executed more than thirty (30) days after the effective date of the Agreement, the recipient or subrecipient must submit to the Department a report that accounts for eligible grant expenditures and project activities,

in a format provided by the Department, within thirty (30) days of the execution of the Agreement. The report must account for eligible grant expenditures and project activities incurred from the effective date of the Agreement up to and including the date of the execution of the Agreement. Only those expenses that are reasonable, allowable, and in furtherance of the purpose of the grant award shall be reimbursed. If this report is required, the Department will not disburse any Grant Funds until the report is received and approved by the Department. 30 ILCS 708/125.

27.2.2 Additional Information: Upon request by the Department, the Grantee must, within the time directed by the Department, submit additional written reports regarding the project, including, but not limited to, materials sufficient to document information provided by the Grantee.

27.2.3 Consolidated Year-End Financial Reports. Consolidated Year-End Financial Reports must be filed pursuant to the requirements of Section 12.2 of **PART ONE**.

27.2.4 Required Periodic Performance Reports. Pursuant to the requirements of Article XI of **PART ONE** and Section D.2 of **EXHIBIT D**, Performance Reports shall be submitted biannually. The first of such reports shall cover the first 6 months after the Award begins. Periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 et seq.

27.3 Grant Instructions

Upon execution of this Agreement, the Grantee will receive Grant Instructions detailing reporting requirements and procedures relating to the Award. The Grant Instructions are hereby incorporated into this Agreement. Grantee is obligated to comply with the Grant Instructions and any revisions thereto in accordance with Articles X and XI of **PART ONE**. Failure to comply with the Grant Instructions, including any reporting requirements, may be considered a material breach of the performance required by this Agreement and may result in termination of the Agreement pursuant to Sections 10.3 of **PART ONE** and initiation of proceedings to recover all Grant Funds disbursed to the Grantee.

27.4. Due Diligence in Expenditure of Grant Funds

Grantee shall ensure that Grant Funds are expended in accordance with the following principles: (i) grant expenditures should be made in accordance with generally accepted sound business practices, arms-length bargaining, and applicable federal and state laws and regulations; (ii) grant expenditures should conform to the terms and conditions of this Agreement and be actual and necessary expenditures; (iii) grant expenditures should not exceed the amount that would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and (iv) grant accounting should be consistent with generally accepted accounting principles.

27.5. Conflict of Interest

An actual or potential Conflict of Interest between Grantee and sub-awardee(s) or subcontractor(s) existing prior to execution of this Agreement must be disclosed to the Department as part of the grant application. An actual or potential Conflict of Interest between Grantee and sub-awardee(s) or subcontractor(s) arising after execution of this Agreement must be disclosed to the Department within ten (10) days of discovery. Grantee must obtain express written permission to work with a sub-awardee or subcontractor with whom it has an actual or potential Conflict of Interest. Failure to obtain such express written permission may be considered a material breach of the Agreement and may result in termination of the Agreement and initiation of proceedings to recover all Grant Funds

disbursed to the Grantee.

ARTICLE XXVIII INCORPORATED ATTACHMENTS

- 28.1. Grant Application. The Uniform Grant Application submitted by Grantee will be final and is incorporated herein. However, a revised Uniform Grant Application is incorporated if submitted to Grantor and thereafter approved.
- 28.2. Goals, Objectives, and Activities. The goals, objectives, and activities agreed to by Grantee as part of the Uniform Grant Application are final and are incorporated herein as requirements. However, revised goals, objectives, and activities are incorporated if submitted to Grantor and thereafter approved.
- 28.3. Additional Incorporated Attachments. The State's Notice of Award is incorporated herein by reference. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

ARTICLE XXIX GENERAL PROVISIONS

29.1 Audit/Retention of Subcontractor and Sub-grantee Records (30 ILCS 500/20-65)

If any of the services to be performed under this Agreement are subcontracted and/or if subawards are issued/awarded for the expenditure of Grant Funds provided under this Agreement, the Grantee shall include in all such subcontracts and subawards, a provision that the Department, the Attorney General, the Office of Inspector General, the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access and the right to examine any and all of subcontractor's or sub-awardee's grant-related documents, equipment, papers, or records, whether in hard copy or electronic, which support Grantee's performance of services under this Agreement for a period of three (3) years following the Department's final approval of all required close-outs (financial and/or programmatic). Further, any such subcontractor or Sub-awardee shall be governed by the same requirements as those the Grantee is subject under this Agreement.

29.2 Time is of the Essence

Time is of the essence with respect to Grantee's performance of this Agreement. Grantee shall continue to perform its obligations while any dispute concerning the Agreement is being resolved unless otherwise directed by the State.

29.3 Force Majeure

Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Agreement without penalty if performance does not resume within thirty (30) days of the declaration.

29.4 Confidential Information

In addition to the requirements of Section 22.8 of **PART ONE**, each Party, including its agents and sub-awardees, to this Agreement may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Agreement. Grantee shall presume all information received from the State or to which it gains access pursuant to this Agreement is confidential. Grantee information, unless clearly marked as confidential and exempt

from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of performance of the Agreement or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Agreement, in whatever form it is maintained, promptly at the end of the Agreement, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; which later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

29.5 Use and Ownership

29.5.1 Intellectual Property Rights. All work performed or supplies created by Grantee under this Agreement, whether written documents or data, goods, or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Grantee hereby assigns to the State all rights, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Grantee may have to such work including any so-called "moral rights" in connection with the work. Grantee acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Agreement.

29.5.2 Equipment and Supplies. Equipment and supplies authorized to be purchased with Grant Funds becomes the property of the Grantee so long as the equipment and supplies are **NOT** diverted from the purposes for which the Award was made. Pursuant to Article XVIII of **PART ONE**, if Grantee has not met the conditions of 2 CFR 200.439(a), or if Grantor determines that equipment and supplies purchased with Grant Funds are unrelated to performance of the Agreement, Grantee shall be required to transfer such equipment and title thereto to Grantor. Grantee will maintain an inventory or property control record for all equipment and supplies purchased with Grant Funds. During the period of performance of the agreement, the Grantee must: (i) use equipment and supplies acquired with Grant Funds only for the approved project purposes set forth in **EXHIBITS A AND B**; (ii) provide sufficient maintenance on the equipment and supplies to permit achievement of the approved project purposes; and (iii) maintain, at its own expense, insurance coverage on all equipment and supplies purchased with Grant Funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and supplies in similar businesses. The Grantee is prohibited from selling, transferring, encumbering (other than original financing) or otherwise disposing of said equipment or material during the period of performance without prior written approval of the Department. All Grantee actions involving equipment and supplies shall be in compliance with the applicable State and federal law.

29.5.3 Order to Surrender Equipment and/or Supplies.

29.5.3.1 The Department may issue to the Grantee an Order to Surrender any or all of the equipment and/or supplies in any of the following situations:

29.5.3.1.1 The equipment and/or supplies are no longer being used for the purpose for which the Award was made;

29.5.3.1.2 The Grantee ceases to exist;

29.5.3.1.3 The equipment and/or supplies are improperly maintained, used, tracked or stored;

29.5.3.1.4 Responsibility for carrying out the purpose of the Award has been transferred to another entity;

29.5.3.1.5 The Agreement has been suspended or terminated;

29.5.3.1.6 The Grantee has failed to comply with any provision of the Agreement; or

29.5.3.1.7 Any other reason determined by the Department.

29.5.3.2 In the event the Department issues an Order to Surrender, the Grantee

29.5.3.2.1 Within thirty (30) days of issuance of the Order to Surrender, or sooner if specified by the Order to Surrender, present to the Department or any other entity identified by the Department, all or any of the equipment and supplies purchased or financed with Grand Funds as specified by the Order to Surrender;

29.5.3.2.2 Within ninety (90) days of issuance of the Order to Surrender, or sooner if specified by the Order to Surrender, refund to the Department all or any part of the amount of the Grant Funds; and

29.5.3.2.3 Take any other action as specified in the Order to Surrender.

29.5.4 Authority to Inspect. The Department reserves the right to inspect any equipment or supplies (as well as the inventory or property control records described above) authorized to be purchased, acquired, or used by the Grantee under this Agreement for verification of its physical condition, usage, management, or intended disposal or liquidation at any time. Should the inspection be unsatisfactory to the Department or should the Grantee refuse Department's authority to conduct an inspection, the Department may take ownership and title in said equipment by issuing an Order to Surrender.

29.5.5 Survival. All obligations regarding use and ownership of any equipment or supplies purchased or financed under the Agreement shall survive the termination of this Agreement.

29.6 Solicitation and Employment

Grantee shall not employ any person employed by the State during the period of performance of this Agreement to perform any work under this Agreement. Grantee shall give notice immediately to the Department's Director if Grantee solicits or intends to solicit State employees to perform any work under this Agreement.

29.7 Background Check

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Grantee's, sub-awardee's and subcontractor's officers, employees or agents. Grantee, sub-awardee, or subcontractor shall immediately remove any such individual who, in the opinion of the State, does not pass the background checks from any work relating to the services performed under this Agreement.

29.8 Performance Record/Suspension

Upon request of the Department, Grantee shall meet to discuss performance or provide Agreement performance updates to help ensure proper performance of the Agreement. The Department may consider Grantee's performance and compliance with all applicable laws, under this or any other current grant agreement with the Department, in determining whether to continue the Agreement and assessing Grantee's eligibility to receive future grants. After due consideration of any non-

performance or non-compliance with the requirements outlined in the Grant Instructions, including failure to perform or comply under this Agreement or any other current grant agreement with the Department, the Department may, at its sole discretion, immediately suspend this Agreement or any other current grant agreement between Grantee and the Department. Suspension under this Section shall be effective upon Grantee's receipt of notice.

29.9 Termination for Cause

The Department may terminate this Agreement, in whole or in part, if: (i) the Grantee commits any illegal act; (ii) the Grantee breaches any material term, condition, or provision of this Agreement or is in material violation of a provision of this Agreement; (iii) the Department determines that the Grantee lacks the financial resources to perform this Agreement; (iv) the Department determines that the actions or inactions of the Grantee, its agents, employees, subcontractors, or sub-awardees have caused, or reasonably could cause, jeopardy to health, safety, or property; (v) the Grantee has notified the Department that it is unable or unwilling to perform the Agreement; (vi) the Department has reasonable cause to believe that the Grantee cannot lawfully perform the Agreement; or (vii) the Grantee's performance under any other current grant agreement causes the Department to reasonably believe that the Grantee is unable to perform the Agreement.

Termination under this section, whether in whole or in part, shall be effective upon Grantee's receipt of notice. For termination due to any of the causes contained in this Section, the Department retains its rights to seek any available legal or equitable remedies and damages.

29.10 Federal Whistleblower Protections

The federal whistleblower protections of 41 USC §4712 apply to all Grantee employees, contractors, and sub-awardees working in relation to this Agreement. Grantee certifies that in accordance with the Pilot Program for Enhancement of Contractor Employee Whistleblower Protections, Grantee will (i) inform its employees working on this award that they are subject to the whistleblower rights and remedies of the pilot program; (ii) inform its employees in writing of employee whistleblower protections under 41 USC §4712 in the predominant native language of the workforce; and (iii) include this certification and requirements in any agreement made with a contractor or sub-awardee.

29.11 Renewal. This Agreement may not be renewed for additional periods.

29.11.1. Only if permitted above in Part Two, Paragraph 29.11, this Agreement may be renewed for additional periods not to exceed 3 years including the initial period of performance when in the best interest of the State, by mutual consent of the Parties, expressed in writing and signed by the Parties. This Agreement may neither renew automatically nor renew solely at the Grantee's option. Any renewal of this Agreement is subject to the same terms and conditions as the original Agreement.

29.11.2. This Agreement is a Non-Competitive grant subject to the following applicable renewal requirements and limitations:

29.11.2.1. Competitive Grants. Competitive grants may be awarded to successful applicants for up to 3 years (one-year initial period of performance with the option to renew for up to 2 additional years) if:

29.11.2.1.1. The initial Notice of Funding Opportunity (NOFO) and the Catalog of State Financial Assistance (CSFA) set forth the possible renewal options and the annual grantee requirements to renew;

29.11.2.1.2. The grant program and Grantee meet the requirements set forth in 44 Ill. Admin. Code 7000.110(b); and

29.11.2.1.3. A separate budget is provided by Grantee for each year of the grant program.

29.11.2.2. Non-Competitive Grants. Non-competitive grants may be awarded for up to 3 years including the initial period of performance if a separate budget is provided by Grantee for each year of the grant program.

29.12 Records Retention. All documentation required to be maintained by Grantee pursuant to Article IX of **PART ONE** must be contemporaneously created. Grantee shall promptly provide additional supporting documentation upon Grantor's request. A lack of adequate contemporaneously created documentation is grounds for denial of payment or reimbursement, recovery of previously paid funds, imposition of corrective action for this Agreement, and/or imposition of specific conditions, including on any future grants awarded to Grantee by the Department, as appropriate.

PART THREE –PROJECT-SPECIFIC TERMS

PART THREE – Project Specific Terms

Article XXX Authority

Article XXXI Exceptions or Deviations from GATA

Article XXXII Payments

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: N/A

**ARTICLE XXX
AUTHORITY**

- 30.1. The Department is authorized to make this grant pursuant to : Section 317(K)(2) of the Public Health Service Act (PHSA) 42 U.S.C. Section 247B(K)(2) and Illinois Statute Authorization 20 ILCS 2310/2310-25.
- 30.2. The Department is making this grant pursuant to appropriation number(s) : 063-48250-1900-0100
- 30.3. The Department is making this grant pursuant to federal grant number(s) : 6 NE11OE000009-01-01

**ARTICLE XXXI
EXCEPTIONS OR DEVIATIONS FROM GATA**

- 31.1. Exceptions from any part of the requirements under the GATA Framework follow Title 44 Administrative Rules Section 7000.60
 - 31.1.1 Notice of Funding Opportunity (NOFO) and Merit Based Review (except for CSFA, registration, application, budget, and audit).
 - 31.1.2 Grant terms (length of grant).

**ARTICLE XXXII
Payment**

- 32.1. Grant Funds shall not exceed \$350,000.00, of which \$350,000.00 are federal funds
- 32.2. Pursuant to Article IV of **PART ONE**, the Department will compensate the Grantee on the following basis.

100% Lump-Sum Payment

Upon execution of this Agreement, the Department shall authorize a lump-sum payment in the amount of one hundred percent (100%) of the total Award. Payments to the grantee are subject to the Grantee's submission and reconciliation of eligible costs through biannual reports to the Department, as described in EXHIBIT D and PART THREE.

RESOLUTION NO. 2021-155

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT TO PARTICIPATE IN A MINIMUM GUARANTEE FUND FOR THE UNIVERSITY OF ILLINOIS – WILLARD AIRPORT

WHEREAS, The Champaign County Board recognizes that Champaign County is well-served by the University of Illinois – Willard Airport; and


WHEREAS, The University of Illinois – Willard Airport is developing multiple sources of risk mitigation funding for new non-stop service between Champaign-Urbana and Washington, D.C.; and

WHEREAS, a Minimum Revenue Guarantee fund comprised of public and private partners has been established to provide a method of risk mitigation by providing a revenue guarantee for launching a new route; and

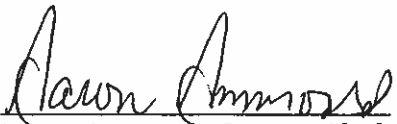
WHEREAS, The Champaign County Board supports local transportation infrastructure improvements as a means to economic development growth in Champaign County;


NOW, THEREFORE, BE IT RESOLVED by the County Board of Champaign County that the County Executive is authorized to commit \$15,000 for the University of Illinois – Willard Airport Minimum Revenue Guarantee fund for the purpose of developing a route between Champaign-Urbana and Washington, D.C.

PRESENTED, ADOPTED, APPROVED, by the County Board this 22nd day of April, A.D. 2021.



Kyle Patterson, Chair
Champaign County Board

Recorded
& Attest: 
Aaron Ammons, County Clerk
and ex-officio Clerk of the
Champaign County Board
Date: 4/28/21

Approved: 
Darlene A. Kloepfel, County Executive
Date: 4-26-21