

CITY OF PEORIA
CONTRACTOR AGREEMENT

This CONTRACTOR AGREEMENT is made and entered into as of 2/23/2018 by and between the CITY OF PEORIA, a Municipal Corporation; herein referred to as "GRANTEE", and William P. McCarthy; herein referred to as "CONTRACTOR".

RECITALS:

1. GRANTEE has been awarded the PARTNERSHIPS TO REDUCE VIOLENT CRIME grant. The Project is described in the EXECUTIVE SUMMARY and STATEMENT OF WORK (SOW). The EXECUTIVE SUMMARY and SOW is made a part hereof to the same extent as if they were fully incorporated in this instrument.
2. CONTRACTOR is the "Research Partner" designated in the Project. CONTRACTOR has reviewed the EXECUTIVE SUMMARY and SOW provided. CONTRACTOR is familiar with the duties, responsibilities and obligations of CONTRACTOR under the SOW; and is prepared to carry out those duties, responsibilities and obligations.
3. The purpose and goal of the Project is to conduct the Scanning, Analysis, Response and Assessment (SARA) Model described in the Executive Summary and SOW, intended to enhance procedural justice, improve community-police relations and reduce violent crime.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. SERVICES OF CONTRACTOR. CONTRACTOR agrees to provide the services and at the times designated for CONTRACTOR in the SOW. In addition, the Addendum required by the Illinois Criminal Justice Information Authority is attached hereto and hereby incorporated herein as the "Addendum" to this agreement. CONTRACTOR expressly agrees to the terms and duties and responsibilities required of "CONTRACTOR" in the Addendum.

2. TERM. The term for this Contract will commence on _____, 2018, and will terminate on _____, 2018.

3. COMPENSATION. As compensation for CONTRACTOR's services, GRANTEE agrees to pay CONTRACTOR up to the sum of \$6,000 in budget during the term of this Contract. On or before the tenth (10th) day of each month, CONTRACTOR will submit a claim or invoice with reasonable documentation to support the amount claimed for services rendered during the prior quarter. GRANTEE will pay proper claims/invoices within a reasonable time after GRANTEE's receipt of the claim/invoice. *In no event will GRANTEE be obligated to pay CONTRACTOR more than the above amount during the term of this Contract for ALL SERVICES FURNISHED by CONTRACTOR.*

4. NO WARRANTY. CONTRACTOR will use its best efforts in good faith to perform the services and achieve the results designated in the SOW. However, CONTRACTOR makes no representations or warranties that its services will result in the desired outcomes.

5. NO PERSONAL LIABILITY. No official, director, officer, agent or employee of either party shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

6. TERMINATION. This Contract may be terminated by either party with thirty (30) days' written notice. Upon such termination, GRANTEE agrees to pay CONTRACTOR for services actually provided to date of termination.

7. HIRING POLICIES. GRANTEE and the CONTRACTOR agree that student safety is a top priority. By entering into this Contract, the CONTRACTOR certifies that it will cause appropriate and lawful background checks to be performed prior to hiring any individual or allowing any individual to work with or around a student. The CONTRACTOR agrees that it will supply GRANTEE with copies of background check reports on each individual that is hired by the CONTRACTOR.

8. NON-DISCRIMINATION. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, sexual orientation or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the GRANTEE.

9. INSURANCE. The CONTRACTOR agrees that the CONTRACTOR is self-insured through the Risk Management Division.

10. GENERAL PROVISIONS.
 - a. Binder Effect; Assignment. This Contract and all of the terms, provisions, and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. CONTRACTOR may not assign this Contract, or any of its rights or obligations hereunder, without the prior written consent of GRANTEE. Any attempted

assignment in violation of this Section by CONTRACTOR of its rights or obligations under this Contract, whether by operation of law or otherwise, shall have no force and effect.

- b. Entirety. The provisions contained in this Agreement and SOW set forth the entire understanding and agreement between the parties and supersede all prior Agreements with respect to the subject matter thereof.
- c. Modification. This Contract may not be modified or amended except by written agreement.
- d. Governing Law. This Contract shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- e. Time. Time is of the essence of the obligations of the parties to this Contract.
- f. Notice. All notices, requests and other communications required or permitted under the terms of this Contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; or (ii) private overnight express courier (for example, Federal Express); or (iii) *confirmed* facsimile, to the parties at the following addresses:

CONTRACTOR:

Dr. William McCarty
Associate Professor
University of Illinois, Chicago

GRANTEE:

Patrick Urich
City of Peoria, Illinois
419 Fulton Street, Room 200
Peoria, IL 61602

Notices shall be deemed effective upon receipt or three (3) days after mailing in accordance with the provisions of this Section. Either party wishing to change its address for notice purposes may do so by giving the other party written notice of the new address in the manner set forth above.

- g. Severability. Should any term or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions thereof.
- h. Waiver. Failure of either party to enforce the provisions of this Agreement or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a

present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.

- i. Survival. Except as otherwise provided in this Agreement, all representations and warranties made by either party shall survive the termination of this Agreement for any reason.
- j. Consent to Jurisdiction, Venue and Service. CONTRACTOR consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in state or federal courts sitting within Peoria County, State of Illinois. CONTRACTOR consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR

BY: William P. McCoy
TITLE: Associate Professor,
UIC

GRANTEE

BY: [Signature]
TITLE: City Manager

ADDENDUM I

ADDENDUM TO AGREEMENT

The City of Peoria, hereafter referred to as the "Implementing Agency" and William P. McCarty, hereafter referred to as the "CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Illinois Criminal Justice Information Authority (Authority) or the Implementing Agency. The Authority shall not be responsible for the performance, acts or omissions of the CONTRACTOR. The CONTRACTOR shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: N/A

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

CONTRACTOR'S SAM registration is valid until:

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

CONTRACTOR'S CAGE Code:

1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 11. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION 12. CERTIFICATION REGARDING LOBBYING:

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

If receiving more than \$100,000 pursuant to this agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the

undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

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

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

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

SECTION 13. STATEMENTS, PRESS RELEASES, ETC.:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 14. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority and the federal awarding agency, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 15. PUBLICATIONS:

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2016-DJ-BX-0083, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 16. INSPECTION AND AUDIT:

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Implementing Agency and the Implementing shall submit to the Authority no later than 9 months after the close of the CONTRACTOR's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 17. REPORTING GRANT IRREGULARITIES

The CONTRACTOR shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the CONTRACTOR otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The

Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Addendum to Agreement or other remedial action. In addition, if the CONTRACTOR'S auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the CONTRACTOR'S director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the CONTRACTOR'S director, the CONTRACTOR staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the CONTRACTOR has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the CONTRACTOR shall formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women.

The CONTRACTOR shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the CONTRACTOR is required to have an EEO Plan or if the CONTRACTOR is exempt from this requirement. If required by this section, the CONTRACTOR certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, a CONTRACTOR receiving \$500,000 shall submit a copy of its equal

SECTION 19. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

[Handwritten signature]

Authorized representative of the Implementing Agency

2/23/18

Date

w. P. M. J.

Authorized representative of the CONTRACTOR

1/25/18

Date

ADDENDUM II

Executive Summary

While the City of Peoria has made significant strides in reducing violent crime since 2000, for the already overburdened neighborhoods, this is simply not enough. Continued exposure to violence inhibits the ability of those communities, namely the South Side and East Bluff neighborhoods, to overcome the symptoms of poverty and urban decay that are inextricably linked with crime, such as low educational outcomes, few job opportunities, and few affordable housing options. Efforts like the local focused deterrence Don't Shoot Initiative launched in 2012 are breaking ground for unprecedented cooperation among criminal justice agencies, and advances in technology and information sharing make the deployment of law enforcement resources more effective than ever before. The residents of the affected communities are also stepping up and uniting against the perpetrators of violence in the form of peace walks, local neighborhood revitalization efforts, and opening lines of communication with law enforcement. However, the magnitude and urgency of the problem requires a concerted, holistic approach if we are to make an impact.

The Illinois Partnerships and Strategies to Reduce Violent Crime program offers our community a unique opportunity to take a step back and analyze our violent crime problem from a broader perspective. The Peoria Police Department recognizes that the strategies of other anchor institutions such as the City/County Health Department and Peoria Public Schools are critical to crime reduction, just as our law enforcement efforts are critical to public health and educational attainment. Our proposal is to compile, review, and analyze data from a myriad of sectors represented by our multidisciplinary team, and with the guidance of our research team, develop an implementation plan that is comprehensive and coordinated to alleviate violent crime from all angles. Our intention is to reduce duplications in service, identify and address gaps in service, and enhance existing strategies with our combined support. The Peoria Police Department, with the Don't Shoot team, will continue to operate focused deterrence for Group Violence Intervention, while the planning phase will identify partnership opportunities to enhance and support criminal justice interventions, and hopefully divert and prevent future crime. Through this process, we hope to build trust and lasting relationships that will help us serve our residents for years to come.

ADDENDUM III

Statement of Work

1. Conduct a process evaluation and analysis of the Peoria Police Department Group Call In process. This will include:

Question: Are we reaching the right people with the right message to interrupt and prevent criminal behavior broadly, violence specifically?

- Review eligibility criteria and selection process for each Group Call In.
 - Collect data on intelligence regarding the “first or worst” event that sparked the enforcement period—who was involved.
 - Review the data around the determination of “associations”
 - Collect data on those individuals given a “custom notification”
 - Collect data on those individuals invited to the Call In
 - Supervision status
 - Reason for supervision/offense
 - Date of last offense
 - Group associations
 - Collect data on those known to be involved with the triggering incident
 - Criminal background before and after incident
 - Collect data on the arrest record, charge, and bond for those individuals arrested during the enforcement period.
 - Analyze the recidivism rate of Call In participants (according to Illinois Sentencing Policy Advisory Council definition (SPAC, 2015)).
 - Analyze services provided to Call In participants, and determine if any have a greater impact. (driver’s license, housing, food, reentry program, GED, etc)
 - Review ICJIA analysis of Call In messages.
2. Conduct a literature review and best practices research on focused deterrence models as well as other sector’s models for violence prevention and intervention (public health, behavioral health, education, terrorism).
 3. Provide analysis of the Call In process, as well as recommendations for improvement, in a written report provided to the MDT by _____.
 4. Further analysis as determined by the City of Peoria.

Administrative Responsibilities:

1. Submit progress reports to the Management Analyst at the Peoria Police Department bi-weekly.
2. Submit travel request forms documenting mileage and reason for travel if charged to the grant (ie: to MDT meetings).

DATA USER AGREEMENT

1. Parties to the Agreement. This agreement is entered into by the City of Peoria Police Department (hereinafter referred to as "DEPARTMENT"), with its offices at 600 SW Adams, Peoria, IL 61602 and William P McCarty, located at 1007 West Harrison Street, Chicago, IL, 60607 (hereinafter referred to as "USER"). Department and User are collectively referred to herein as "Parties" or individually as a "Party."

2. Background and Purpose. DEPARTMENT has data on the focused deterrence process. DEPARTMENT recognizes the benefit in sharing research information related to this project (hereinafter referred to as "DATASET") to the USER for research, evaluative and statistical purposes. DEPARTMENT will allow USER to access information from the DATASET, in a format mutually agreed to by DEPARTMENT and USER, for the purposes of analyzing the spread and impact of the Call In message. USER shall not use the DATASET for any other purpose, without prior written approval by DEPARTMENT.

3. Term. The term of this agreement shall commence upon execution and shall remain in effect through December 31, 2018.

DEPARTMENT may suspend or terminate performance of this agreement for nonconformance with, or violation of, any applicable law or regulation, or with the terms or conditions of this agreement.

Upon termination or expiration of this agreement, or completion of the deliverable, whichever comes first, the USER shall immediately destroy all copies of the DATASET in its possession, in any form, including, but not limited to electronic and hard copy, and provide the reports/deliverables described in Section 7, below.

4. Format. By February 1, 2018, DEPARTMENT shall provide access to the DATASET to USER, in a format mutually agreed to by DEPARTMENT and USER.

5. Use of DEPARTMENT Facilities and Data. With prior approval by DEPARTMENT, USER may conduct research and analysis on the DATASET at DEPARTMENT's facilities, and be given access to DEPARTMENT's computers and printers to conduct such analysis.

Access to DEPARTMENT facilities, equipment, computers and printers will be limited to weekdays, from 9:00 a.m. through 4:30 p.m. Without the prior written permission of DEPARTMENT, USER shall not remove any data from the DATASET, in any form, from DEPARTMENT equipment, computers or premises, and shall not make or maintain copies of any data from the DATASET, in any form.

6. Security and Access to Data. USER shall follow procedures that provide for the security of the DATASET at all times. DEPARTMENT reserves the right to establish minimum procedures that must be followed by USER. Such procedures shall assure that the DATASET is not accessible by unauthorized persons, and that effective hardware and software designs are instituted to prevent unauthorized access to, disclosure of, and dissemination of the DATASET. Any data from the DATASET that resides on any equipment or computer must be removed prior to the disposal of the equipment or computer or transfer of the equipment or computer for another use.

Access to the DATASET shall be restricted to the persons identified as USER.

USER shall not transfer, nor allow the transfer of, any data from the DATASET to any other individual, agency or organization, in any form.

7. Reports/Deliverables. By June 1, 2018, USER shall provide the following to DEPARTMENT:

- A report of publishable quality and in a format identified by DEPARTMENT, covering a topic mutually agreed upon by DEPARTMENT and USER.

8. Data Attribution. USER shall include the following paragraph in any publication, presentation, or individual tables or figures using of the DATASET:

Source: Peoria Police Department.

9. Publication and Reporting of Research and Analysis. USER shall provide DEPARTMENT with prior notice of any publication or report that it plans to distribute relating to the DATASET, and shall provide a copy of the publication or report to DEPARTMENT at least 30 days prior to its distribution. The DEPARTMENT may formally respond to the report and/or findings, and request further analysis.

10. Maintenance of Data. USER is responsible for immediately notifying DEPARTMENT of any problems it discovers with the DATASET, and DEPARTMENT shall immediately notify USER of any problems it discovers with the DATASET. USER must either correct such data problems as directed by DEPARTMENT, or utilize corrected data provided by DEPARTMENT.

11. Indemnification/Limitation of Liability. DEPARTMENT shall have no liability of any kind for any damages caused by or arising out of the loss or accuracy of data provided by DEPARTMENT, or any incidental, special, or consequential damages. USER shall indemnify and hold harmless DEPARTMENT for USER's errors, omissions, and liabilities that arise from USER's use of the DATASET.

12. Independent Contractor. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

13. Assignment. USER may not assign, subcontract, or transfer any interests in the work or DATASET subject of this agreement without DEPARTMENT'S prior written consent. In the event DEPARTMENT gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as USER is hereby bound and obligated.

14. Waiver. No waiver of any provision hereof or of any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, or no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

15. Severability. If any term or condition of this agreement is declared illegal, void, unenforceable, or against public policy, that term or condition shall be ignored and shall not affect the remaining terms and conditions of this agreement. The remaining terms and conditions shall remain in full force and effect, and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

16. Applicable Law. This agreement shall be governed and construed in accordance with the laws of the State of Illinois.

17. Amendments and Modifications. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by both parties.

18. Survival. The definitions in this agreement and the respective rights and obligations of the parties under Sections 8, 10, 11, 12, 13, 14, 15, 19, 21 and 22 shall survive any termination or expiration of this agreement.

19. Force Majeure. In the event that either party is unable to perform any of its obligation under this agreement or to enjoy any of its benefits because of (or if loss of the services is caused by) natural disaster, action or decrees of governmental bodies or communication line failure not the fault of the affected party (hereinafter referred to as a "Force Majeure Event") the party who has been so affected immediately shall give notice to the other party and

shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this agreement shall be immediately suspended. If the period of nonperformance exceeds 30 days from the receipt of notice of the Force Majeure Event, the party whose performance has not been so affected may, by giving written notice, terminate this agreement.

20. Integration. This agreement, including any attachments, constitutes the complete and exclusive statement of agreement between the parties, which supercedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement.

21. Confidentiality. User agrees to adhere to the regulations as set forth in 28 CFR Part 22, Confidentiality of Identifiable Research and Statistical Information, and agrees to the following:

- (a) Information identifiable to a private person will be used only for research and statistical purposes.
- (b) Information identifiable to a private person will not be revealed to any person for any purpose except where the information has already been included in research findings (and/or data bases) and is revealed on a need-to-know basis for research or statistical purposes, provided that such transfer is approved by the person providing information under the agreement, or authorized under Section 21(e).
- (c) Knowingly and willfully using or disseminating information contrary to the provisions of the agreement shall constitute a violation of 28 CFR Part 22, punishable in accordance with the Omnibus Crime Control and Safe Streets Act of 1968, as amended.
- (d) Adequate administrative and physical precautions will be taken to assure security of information obtained for such purpose.
- (e) Access to information will be limited to those employees or subcontractors having a need therefore in connection with performance of the activity for which obtained, and that such persons shall be advised of, and agree to comply with, these regulations.
- (f) Project plans will be designed to preserve anonymity of private persons to whom information relates, including, where appropriate, required name-stripping and/or coding of data or other similar procedures.
- (g) Project findings and reports prepared for dissemination will not contain information which can reasonably be expected to be identifiable to a private person.
- (h) Information identifiable to a private person (obtained in accordance with this agreement) will, unless otherwise agreed upon, be returned upon completion of the project for which obtained and no copies of that information retained.

22. Ownership of Data. DEPARTMENT is and shall remain the sole and exclusive owner of the DATASET provided under this agreement. No ownership interest is conveyed. No other interest is conveyed, other than a limited license to use the DATASET, during the term of this agreement, as expressly described herein.

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

24. Acceptance. The terms of this agreement are hereby accepted and executed by the proper authorized officers and officials of the parties hereto.

Loren Munson, III Chief of Police
City of Peoria Police Department

Date

~~William P. McCarthy~~
William P. McCarthy, Associate Professor,

4/24/18

[Name], [Title]
[Organization]

Dept. of Criminology, Law & Justice,
University of Illinois - Chicago

Date

CONTRACTOR PAYMENT – UNDER THRESHOLD

Complete if (rate is less than \$400 per 8 hour day, OR less than \$50.00 per hour) AND (contract under \$25,000)

For each contractor payment, your agency/organization must submit this information for Illinois Criminal Justice Information Authority (Authority) review and approval. Please contact your grant specialist if you have questions about this form.

- A) **Indicate whether a competitive procurement process or sole source procurement is anticipated.** All procurements must be conducted in a manner to provide, to the maximum extent practical, open and free competition. A competitive procurement process that adheres to Authority requirements must be followed, unless a sole source procurement is justified. Under very limited circumstances, sole source procurements may be allowed. (See the Authority’s Financial Guide for additional procurement requirements.)

(Check one box)

Competitive procurement

If a competitive procurement process is used, documentation must be maintained at your agency, which describes the processes through which your agency selected the contractor(s). Documentation must describe the method of procurement used, such as obtaining at least three bids for a small purchase or a Request for Proposals (RFP) process, the reason for choosing that method of procurement, how many proposals/responses were received, and why the particular contractor was chosen, considering price and other factors.

OR

Sole source procurement

Contact your grant specialist for required documentation for sole source procurements.

- B) **Attach the resume(s)** of the contractor.
- C) **Attach the agenda of the training** that includes the topics that will be presented by the contractor, if applicable, **or a description of the services** that will be provided by the contractor.
- D) The below-signed authorized representative of the **Implementing Agency certifies** that the Implementing Agency has taken reasonable steps to assure that the hourly rate(s) charged by the contractor is/are reasonable, and consistent with rates charged by similarly qualified individuals and organizations.
- E) **Attach a signed certification from the contractor**, stating that the contractor will not receive payment from another source for the hours during which the services will occur, in addition to the payment the contractor will receive pursuant to the grant program. (**Compensation Certification form is attached.**)
- F) **Attach a signed certification from the contractor** stating that the hourly rate requested by the contractor to be charged to the grant program is equal to or less than, the rate that the contractor currently charges to other organizations for similar services. (**Rate of Pay Certification form is attached.**) Absent such certification, a compelling justification as to why the contractor should be paid at the requested rate must be attached and is subject to review and approval by the Authority.

The below-signed authorized representative certifies to the best of his/her knowledge that the information listed above is true and correct:



Authorized Implementing Agency Representative/Signature and Title

2/23/18
Date

CITY OF PEORIA
CONTRACTOR AGREEMENT

This CONTRACTOR AGREEMENT is made and entered into as of 2/23/18, by and between the CITY OF PEORIA, a Municipal Corporation; herein referred to as “GRANTEE”, and Dr. Anthony White; herein referred to as “CONTRACTOR”.

RECITALS:

1. GRANTEE has been awarded the PARTNERSHIPS TO REDUCE VIOLENT CRIME grant. The Project is described in the EXECUTIVE SUMMARY and STATEMENT OF WORK (SOW). The EXECUTIVE SUMMARY and SOW is made a part hereof to the same extent as if they were fully incorporated in this instrument.
2. CONTRACTOR is the “Research Partner” designated in the Project. CONTRACTOR has reviewed the EXECUTIVE SUMMARY and SOW provided. CONTRACTOR is familiar with the duties, responsibilities and obligations of CONTRACTOR under the SOW; and is prepared to carry out those duties, responsibilities and obligations.
3. The purpose and goal of the Project is to conduct the Scanning, Analysis, Response and Assessment (SARA) Model described in the Executive Summary and SOW, intended to enhance procedural justice, improve community-police relations and reduce violent crime.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and intending to be legally bound, the parties agree as follows:

1. SERVICES OF CONTRACTOR. CONTRACTOR agrees to provide the services and at the times designated for CONTRACTOR in the SOW. In addition, the Addendum required by the Illinois Criminal Justice Information Authority is attached hereto and hereby incorporated herein as the “Addendum” to this agreement. CONTRACTOR expressly agrees to the terms and duties and responsibilities required of “CONTRACTOR” in the Addendum.

2. TERM. The term for this Contract will commence on _____, 2018, and will terminate on _____, 2018.

3. COMPENSATION. As compensation for CONTRACTOR’s services, GRANTEE agrees to pay CONTRACTOR up to the sum of \$3200 in budget during the term of this Contract. On or before the tenth (10th) day of each month, CONTRACTOR will submit a claim or invoice with reasonable documentation to support the amount claimed for services rendered during the prior quarter. GRANTEE will pay proper claims/invoices within a reasonable time after GRANTEE’s receipt of the claim/invoice. *In no event will GRANTEE be obligated to pay CONTRACTOR more than the above amount during the term of this Contract for ALL SERVICES FURNISHED by CONTRACTOR.*

4. NO WARRANTY. CONTRACTOR will use its best efforts in good faith to perform the services and achieve the results designated in the SOW. However, CONTRACTOR makes no representations or warranties that its services will result in the desired outcomes.

5. NO PERSONAL LIABILITY. No official, director, officer, agent or employee of either party shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

6. TERMINATION. This Contract may be terminated by either party with thirty (30) days’ written notice. Upon such termination, GRANTEE agrees to pay CONTRACTOR for services actually provided to date of termination.

7. HIRING POLICIES. GRANTEE and the CONTRACTOR agree that student safety is a top priority. By entering into this Contract, the CONTRACTOR certifies that it will cause appropriate and lawful background checks to be performed prior to hiring any individual or allowing any individual to work with or around a student. The CONTRACTOR agrees that it will supply GRANTEE with copies of background check reports on each individual that is hired by the CONTRACTOR.

8. NON-DISCRIMINATION. In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, sexual orientation or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, sexual orientation or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the GRANTEE.

9. INSURANCE. The CONTRACTOR agrees that the CONTRACTOR is self-insured through the Risk Management Division.

10. GENERAL PROVISIONS.
 - a. Binder Effect; Assignment. This Contract and all of the terms, provisions, and conditions hereof shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. CONTRACTOR may not assign this Contract, or any of its rights or obligations hereunder, without the prior written consent of GRANTEE. Any attempted

assignment in violation of this Section by CONTRACTOR of its rights or obligations under this Contract, whether by operation of law or otherwise, shall have no force and effect.

- b. Entirety. The provisions contained in this Agreement and SOW set forth the entire understanding and agreement between the parties and supersede all prior Agreements with respect to the subject matter thereof.
- c. Modification. This Contract may not be modified or amended except by written agreement.
- d. Governing Law. This Contract shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- e. Time. Time is of the essence of the obligations of the parties to this Contract.
- f. Notice. All notices, requests and other communications required or permitted under the terms of this Contract shall be in writing and sent by: (i) certified U.S. Mail, return receipt requested; or (ii) private overnight express courier (for example, Federal Express); or (iii) *confirmed* facsimile, to the parties at the following addresses:

CONTRACTOR:

Dr. Anthony White

Illinois Central College

5407 North University Street

Peoria, IL 61635

GRANTEE:

Patrick Urich

City of Peoria, Illinois

419 Fulton Street, Room 200

Peoria, IL 61602

Notices shall be deemed effective upon receipt or three (3) days after mailing in accordance with the provisions of this Section. Either party wishing to change its address for notice purposes may do so by giving the other party written notice of the new address in the manner set forth above.

- g. Severability. Should any term or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions thereof.

- h. Waiver. Failure of either party to enforce the provisions of this Agreement or the failure to require the performance by the other party of any provision hereof shall not constitute or be construed as a present or future waiver of such provisions, nor in any way affect the ability of either party to enforce each and every provision at any time thereafter.
- i. Survival. Except as otherwise provided in this Agreement, all representations and warranties made by either party shall survive the termination of this Agreement for any reason.
- j. Consent to Jurisdiction, Venue and Service. CONTRACTOR consents and agrees that all legal proceedings relating to the subject matter of this Agreement shall be maintained in state or federal courts sitting within Peoria County, State of Illinois. CONTRACTOR consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. Service of process in any such proceeding may be made by certified mail, return receipt requested, directed to the respective party at the address at which it is to receive notice as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CONTRACTOR

BY: [Signature]

TITLE: [Signature]

GRANTEE

BY: [Signature]

TITLE: City Manager

ADDENDUM I

ADDENDUM TO AGREEMENT

The City of Peoria, hereafter referred to as the “Implementing Agency” and Dr. Anthony White, hereafter referred to as the “CONTRACTOR”, agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Illinois Criminal Justice Information Authority (Authority) or the Implementing Agency. The Authority shall not be responsible for the performance, acts or omissions of the CONTRACTOR. The CONTRACTOR shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR’S DUNS Number: N/A

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

CONTRACTOR’S SAM registration is valid until: N/A

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

CONTRACTOR’S CAGE Code: N/A

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency

Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later. In addition, the CONTRACTOR understands and agrees that the Department of Justice (DOJ), including the Office of Justice Programs (OJP), Office of the Inspector General (OIG) and its representatives, and the Government Accountability Office (GAO) are authorized to interview any officer or employee of the CONTRACTOR regarding transactions related to the Recovery Act Award. Furthermore, DOJ and GAO are authorized to interview subgrantees, contractors and subcontractors regarding transactions related to this award.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a

position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

SECTION 7. NONDISCRIMINATION:

The CONTRACTOR certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The CONTRACTOR agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary.

Faith-Based and Community Organizations that statutorily qualify as eligible applicants under OJP programs are invited and encouraged to apply for assistance awards and will be considered for awards on the same basis as any other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant will be discriminated against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

The CONTRACTOR assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;

- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, G; and I
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a Federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the CONTRACTOR, or any subgrantee or contractor of the CONTRACTOR, the CONTRACTOR will forward a copy of the finding to Implementing Agency and the Implementing Agency will forward the findings to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

SECTION 8. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 9. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by the CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. The CONTRACTOR must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The CONTRACTOR shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The CONTRACTOR shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the CONTRACTOR's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the CONTRACTOR's procurement process.

- For procurements of \$100,000 or less, the CONTRACTOR must solicit quotes or bids from at least three sources.

- For procurements over \$100,000, the CONTRACTOR must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All procurements over \$100,000, that involve the use of federal or matching funds, must be submitted by the CONTRACTOR to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance. In addition, the CONTRACTOR shall notify and submit for approval to the Authority any other relevant procurement documents including but not limited to Request For Information (RFI).

As required by the Authority, the CONTRACTOR shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

SECTION 10. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic

Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 11. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the federal Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION 12. CERTIFICATION REGARDING LOBBYING:

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

If receiving more than \$100,000 pursuant to this agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

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

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

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

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

SECTION 13. STATEMENTS, PRESS RELEASES, ETC.:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 14. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority and the federal awarding agency, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 15. PUBLICATIONS:

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2016-DJ-BX-0083, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 16. INSPECTION AND AUDIT:

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Implementing Agency and the Implementing shall submit to the Authority no later than 9 months after the close of the CONTRACTOR's audit period.

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 17. REPORTING GRANT IRREGULARITIES

The CONTRACTOR shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the CONTRACTOR otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Addendum to Agreement or other remedial action. In addition, if the CONTRACTOR'S auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the CONTRACTOR'S director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the CONTRACTOR'S director, the CONTRACTOR staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

Pursuant to 28 CFR Part 42 (Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), except those recipients specifically exempted by 28 CFR Part 42.302(c), if the CONTRACTOR has 50 or more employees, is receiving more than \$25,000 or more under the Omnibus Crime Control and Safe Streets Act, and has a service population with a minority representation of 3 percent or more, the CONTRACTOR shall formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women.

The CONTRACTOR shall complete and submit an EEO Plan Certification to the Authority. This Certification shall indicate if the CONTRACTOR is required to have an EEO Plan or if the CONTRACTOR is exempt from this requirement. If required by this section, the CONTRACTOR certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, a CONTRACTOR receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Implementing Agency and the Implementing Agency shall submit to the Authority.

The CONTRACTOR acknowledges that failure to submit an acceptable EEO Plan, if required by this section, is a violation of this agreement and may result in suspension or termination of funding, until such time the CONTRACTOR is in compliance.

SECTION 19. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

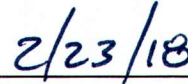
The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

ACCEPTANCE OF ADDENDUM

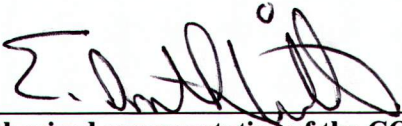
The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.



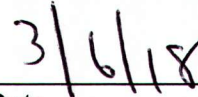
Authorized representative of the Implementing Agency



Date



Authorized representative of the CONTRACTOR



Date

ADDENDUM II

Executive Summary

While the City of Peoria has made significant strides in reducing violent crime since 2000, for the already overburdened neighborhoods, this is simply not enough. Continued exposure to violence inhibits the ability of those communities, namely the South Side and East Bluff neighborhoods, to overcome the symptoms of poverty and urban decay that are inextricably linked with crime, such as low educational outcomes, few job opportunities, and few affordable housing options. Efforts like the local focused deterrence Don't Shoot Initiative launched in 2012 are breaking ground for unprecedented cooperation among criminal justice agencies, and advances in technology and information sharing make the deployment of law enforcement resources more effective than ever before. The residents of the affected communities are also stepping up and uniting against the perpetrators of violence in the form of peace walks, local neighborhood revitalization efforts, and opening lines of communication with law enforcement. However, the magnitude and urgency of the problem requires a concerted, holistic approach if we are to make an impact.

The Illinois Partnerships and Strategies to Reduce Violent Crime program offers our community a unique opportunity to take a step back and analyze our violent crime problem from a broader perspective. The Peoria Police Department recognizes that the strategies of other anchor institutions such as the City/County Health Department and Peoria Public Schools are critical to crime reduction, just as our law enforcement efforts are critical to public health and educational attainment. Our proposal is to compile, review, and analyze data from a myriad of sectors represented by our multidisciplinary team, and with the guidance of our research team, develop an implementation plan that is comprehensive and coordinated to alleviate violent crime from all angles. Our intention is to reduce duplications in service, identify and address gaps in service, and enhance existing strategies with our combined support. The Peoria Police Department, with the Don't Shoot team, will continue to operate focused deterrence for Group Violence Intervention, while the planning phase will identify partnership opportunities to enhance and support criminal justice interventions, and hopefully divert and prevent future crime. Through this process, we hope to build trust and lasting relationships that will help us serve our residents for years to come.

ADDENDUM III

Statement of Work

1. Conduct focus groups with specified target groups for the purpose of soliciting qualitative data to support the Partnerships to Reduce Violent Crime Implementation Plan. This will include:
 - Focus group sessions with juvenile offenders
 - Focus group sessions with individuals on community supervision/Call In Participants
 - Focus group sessions with individuals at Peoria County Jail
 - Speak with formerly gang involved community members and ELITE participants
 - Meet with street outreach workers (homeless services as well as “interrupters”/PCAV
 - 1-1 interviews with a couple of active shooters identified by probation.
 - Facilitate at least 2 discussions with community leaders, probation officers, parole officers, street crimes officers who handle gang issues, neighborhood police officers, and school resource officers.
 - about 1) what their experience is with gun and gang violence, 2) how it has impacted them and their community, and 3) what they perceive to be the immediate precipitating conditions to provide the opportunity and impetus for the events to happen in the way they do, where they do, when they do, and among those that are involved.
- *questions to be provided
2. Produce a written report summarizing the findings, a literature review, and recommendations/best practices for the Implementation Plan. The plan will be published after MDT review.
3. Provided further analysis as determined by the City of Peoria or MDT members, within the scope of this contract.
4. Coordinate with the Criminal Justice Researcher for IRB approval, independently or as an amendment to the original IRB through UIC.

Administrative Responsibilities

- Submit progress reports to the Management Analyst Kathleen Kelly at the Peoria Police Department bi-weekly.
- Submit signed bi-weekly timesheets including daily hours and activity performed to the Management Analyst at the Peoria Police Department.

- Submit travel request forms documenting mileage and reason for travel if charged to the grant (ie: to MDT meetings).
- Submit invoices for payment by the 10th of each month, as supported by the documentation listed above.

CONTRACTOR PAYMENT – UNDER THRESHOLD

Complete if (rate is less than \$400 per 8 hour day, OR less than \$50.00 per hour) AND (contract under \$25,000)

For each contractor payment, your agency/organization must submit this information for Illinois Criminal Justice Information Authority (Authority) review and approval. Please contact your grant specialist if you have questions about this form.

A) **Indicate whether a competitive procurement process or sole source procurement is anticipated.** All procurements must be conducted in a manner to provide, to the maximum extent practical, open and free competition. A competitive procurement process that adheres to Authority requirements must be followed, unless a sole source procurement is justified. Under very limited circumstances, sole source procurements may be allowed. (See the Authority’s Financial Guide for additional procurement requirements.)

(Check one box)

Competitive procurement

If a competitive procurement process is used, documentation must be maintained at your agency, which describes the processes through which your agency selected the contractor(s). Documentation must describe the method of procurement used, such as obtaining at least three bids for a small purchase or a Request for Proposals (RFP) process, the reason for choosing that method of procurement, how many proposals/responses were received, and why the particular contractor was chosen, considering price and other factors.

OR

Sole source procurement

Contact your grant specialist for required documentation for sole source procurements.

- B) **Attach the resume(s)** of the contractor.
- C) **Attach the agenda of the training** that includes the topics that will be presented by the contractor, if applicable, **or a description of the services** that will be provided by the contractor.
- D) The below-signed authorized representative of the **Implementing Agency certifies** that the Implementing Agency has taken reasonable steps to assure that the hourly rate(s) charged by the contractor is/are reasonable, and consistent with rates charged by similarly qualified individuals and organizations.
- E) **Attach a signed certification from the contractor**, stating that the contractor will not receive payment from another source for the hours during which the services will occur, in addition to the payment the contractor will receive pursuant to the grant program. (**Compensation Certification form is attached.**)
- F) **Attach a signed certification from the contractor** stating that the hourly rate requested by the contractor to be charged to the grant program is equal to or less than, the rate that the contractor currently charges to other organizations for similar services. (**Rate of Pay Certification form is attached.**) Absent such certification, a compelling justification as to why the contractor should be paid at the requested rate must be attached and is subject to review and approval by the Authority.

The below-signed authorized representative certifies to the best of his/her knowledge that the information listed above is true and correct:

Kathleen Kelly
Authorized Implementing Agency Representative/Signature and Title

2/23/18
Date

[Signature] 3/6/18