

## COVER PAGE

<b>PROGRAM TITLE:</b>	Partnerships to Reduce Violent Crime
<b>AGREEMENT NUMBER:</b>	414505
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	N/A
<b>ESTIMATED START DATE:</b>	October 1, 2016
<b>SOURCES OF PROGRAM FUNDING:</b>	
<i>Funds:</i> JAG FFY14	\$ 176,524
<i>Matching Funds:</i> City of Peoria	\$ 58,841
<i>Over-Matching Funds:</i> City of Peoria	\$ 29,714
<b>Total:</b>	<b>\$ 265,079</b>
<b>IMPLEMENTING AGENCY'S NAME:</b>	City of Peoria
<b>ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):</b>	419 Fulton Peoria, IL 61602-1217
<b>IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:</b>	Patrick Urich
<b>TITLE:</b>	City Manager
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6001761
<b>IMPLEMENTING AGENCY'S DUNS NUMBER:</b>	071435150
<b>IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	04/04/2017
<b>IMPLEMENTING AGENCY'S CAGE CODE:</b>	3M2E7
<b>IMPLEMENTING AGENCY'S FINANCIAL OFFICER:</b>	James Scroggins
<b>TITLE:</b>	Finance Director
<b>TELEPHONE:</b>	309-494-8550
<b>PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.</b>	Peoria Police Department
<b>PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):</b>	419 Fulton St Peoria, IL 61602-1217
<b>PROGRAM AGENCY'S AUTHORIZED OFFICIAL:</b>	Jerry Mitchell
<b>TITLE:</b>	Chief of Police
<b>PROGRAM AGENCY'S DUNS NUMBER:</b>	617329599
<b>PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:</b>	06/06/2017
<b>PROGRAM AGENCY'S CAGE CODE:</b>	49QP3
<b>FISCAL CONTACT PERSON:</b>	Angela Washington
<b>AGENCY:</b>	City of Springfield
<b>TITLE:</b>	Accountant
<b>TELEPHONE:</b>	309-494-8524

<b>FAX:</b>	
<b>E-MAIL:</b>	awashington@peoriagov.org
<b>PROGRAM CONTACT PERSON:</b>	Kathleen Johnston
<b>TITLE:</b>	Management Analyst
<b>TELEPHONE:</b>	309-494-8309
<b>FAX:</b>	
<b>E-MAIL:</b>	kjohston@peoriagov.org
<b>IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this <a href="#">link</a>.):</b>	Congressional District: 17 State Senate District: 46 State Representative District: 92
<b>PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.:</b>	. Peoria, IL 60602-1524
<b>PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this <a href="#">link</a>.):</b>	Congressional District: 17 State Senate District: 46 State Representative District: 92
<b>Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:</b>	No
<b>Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:</b>	No
<b>Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:</b>	No
<b>If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.</b>	
<b>NAME</b>	<b>COMPENSATION</b>

Uniform Application for State Grant Assistance		Updated by ICJIA
Illinois Criminal Justice Information Authority Completed Section		
1.	<b>Type of Submission</b>	<input type="checkbox"/> Pre-application <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed / Corrected Application
2.	<b>Type of Application</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation (i.e. multiple year grant) <input type="checkbox"/> Revision (modification to initial application)
3.	<b>Date / Time Received by State</b>	Completed by State Agency upon Receipt of Application June 2, 2016 5:44 p.m.
4.	<b>Name of the Awarding State Agency</b>	Illinois Criminal Justice Information Authority
5.	<b>Catalog of State Financial Assistance (CSFA) Number</b>	546-00-1407
6.	<b>CSFA Title</b>	Edward Byrne Memorial Justice Assistance Grant Program (JAG) FFY14
<b>Grant specific information (if applicable) **</b>		
7.	<b>Agreement Number</b>	414505
8.	<b>Previous Agreement Numbers</b>	
<b>Catalog of Federal Domestic Assistance (CFDA) <input type="checkbox"/> Not applicable (No federal funding)</b>		
9.	<b>CFDA Number</b>	16.738
10.	<b>CFDA Title</b>	Edward Byrne Memorial Justice Assistance Grant
11.	<b>CFDA Number</b>	
12.	<b>CFDA Title</b>	
<b>Funding Opportunity Information</b>		
13.	<b>Funding Opportunity Number</b>	n/a
14.	<b>Funding Opportunity Title</b>	n/a
15.	<b>Funding Opportunity Program Field</b>	n/a
<b>Competition Identification <input type="checkbox"/> Not Applicable</b>		
16.	<b>Competition Identification Number</b>	n/a
17.	<b>Competition Identification Title</b>	n/a

<b>Applicant Completed Section</b>		
<b>Implementing Agency Information**</b>		
18.	<b>Legal Name</b>	(Name used for DUNS registration and grantee pre-qualification.) City of Peoria, Illinois
19.	<b>Common Name (DBA)</b>	City of Peoria
20.	<b>Employer / Taxpayer Identification Number (EIN, TIN)</b>	37-6001761
21.	<b>Organizational DUNS number</b>	071435150
22.	<b>SAM expiration date</b>	04/04/2017
23.	<b>SAM Cage Code</b>	3M2E7
24.	<b>Business Address</b>	Street address: 419 Fulton St City: Peoria State: IL County: Peoria Zip + 4: 61602-1217
<b>Implementing Agency: Person to be contacted for Program Matters involving this application.</b>		
25.	<b>First Name</b>	Patrick
26.	<b>Last Name</b>	Ulrich
27.	<b>Suffix</b>	
28.	<b>Title</b>	Management Analyst
29.	<b>Telephone Number</b>	309-494-8524
30.	<b>Fax Number</b>	
31.	<b>Email address</b>	pulrich@peoriagov.org
<b>Implementing Agency: Person to be contacted for Business/Administrative Office Matter involving this application.</b>		
32.	<b>First Name</b>	Angela
33.	<b>Last Name</b>	Washington
34.	<b>Suffix</b>	
35.	<b>Title</b>	Accountant
36.	<b>Telephone Number</b>	309-494-8550
37.	<b>Fax Number</b>	
38.	<b>Email address</b>	awashington@peoriagov.org
<b>Program Agency Information (If different from Implementing Agency.)**</b>		
39.	<b>Legal Name</b>	(Name used for DUNS registration.) City of Peoria, Police Department
40.	<b>Organizational DUNS number</b>	617329599
41.	<b>SAM expiration date</b>	06/06/2017
42.	<b>SAM Cage Code</b>	49QP3
43.	<b>Business Address</b>	Street address: 419 Fulton City: Peoria State: Illinois County: Peoria Zip + 4: 61602-1217
<b>Program Agency: Person to be contacted for Program Matters involving this Application.</b>		
44.	<b>First Name</b>	Kathleen

45.	<b>Last Name</b>	Johnston
46.	<b>Suffix</b>	
47.	<b>Title</b>	Management Analyst
48.	<b>Telephone Number</b>	309-494-8309
49.	<b>Fax Number</b>	
50.	<b>Email address</b>	kjohnston@peoriagov.org
<b>Areas Affected**</b>		
51.	<b>Areas Affected by the Project (County(ies); City(ies); or State-wide)</b>	City of Peoria
52.	<b>Implementing Agency's Legislative District (This must be based on the nine digit zip code registered with SAM.)</b>	Congressional District: 17 State Senate District:46 State Representative District: 92
53.	<b>Primary Area of Performance</b>	City of Peoria, Illinois 61602-1524
54.	<b>Primary Area of Performance's Legislative District (This must be based on the nine digit zip code listed above.)</b>	Congressional District: 17 State Senate District:46 State Representative District: 92
<b>Applicant's Project</b>		
55.	<b>Description Title of Applicant's Project</b>	Partnerships to Reduce Violent Crime
56.	<b>Proposed Project Term</b>	Start Date: 10/1/2016 End Date: 10/1/2017
57.	<b>Estimated Funding (include all that apply)</b>	<input type="checkbox"/> Amount Requested from the State: \$176,524 <input type="checkbox"/> Match \$58,841 <input type="checkbox"/> Overmatch: \$29,714 <input type="checkbox"/> Program Income: <div style="text-align: right;">Total Amount \$265,079</div>
<p><b>Applicant Certification:</b></p> <p>By signing this application, I certify (1) to the statements contained in the list of certifications* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 218, Section 1001)</p> <p>(* ) The list of certification and assurances, or an internet site where you may obtain this list is contained in the Notice of Funding Opportunity.</p> <p style="text-align: center;"><input type="checkbox"/> I agree</p>		
<b>Implementing Agency Authorized Official (Director, President, Chair, or similar position)</b>		
58.	<b>First Name</b>	Patrick
59.	<b>Last Name</b>	Urich
60.	<b>Title</b>	City Manager
61.	<b>Telephone Number</b>	309-494-8524

62.	<b>Fax Number</b>	
63.	<b>Email address</b>	pulrich@peoriagov.org
64.	<b>Signature of Authorized Representative</b>	
65.	<b>Date Signed</b>	
<b>Implementing Agency Financial Officer (Chief Financial Officer, Comptroller, Treasurer, or similar position.)</b>		
66.	<b>First Name</b>	James
67.	<b>Last Name</b>	Scroggins
68.	<b>Title</b>	Finance Director
69.	<b>Telephone Number</b>	309-494-8550
70.	<b>Fax Number</b>	
71.	<b>Email address</b>	jscroggins@peoriagov.org
72.	<b>Signature of Authorized Representative</b>	
73.	<b>Date Signed</b>	
<b>Program Agency Authorized Official</b>		
74.	<b>First Name</b>	Jerry
75.	<b>Last Name</b>	Mitchell
76.	<b>Title</b>	Chief of Police
77.	<b>Telephone Number</b>	309-494-8334
78.	<b>Fax Number</b>	
79.	<b>Email address</b>	jmitchell@peoriagov.org
80.	<b>Signature of Authorized Representative</b>	
81.	<b>Date Signed</b>	

\*\* ICJIA specific modification to GATA form

**INTERAGENCY AGREEMENT**

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the City of Peoria on behalf of Peoria Police Department, hereinafter referred to as the "Implementing Agency," with its principal offices at 419 Fulton Street, Peoria, Illinois 61602-1217, for implementation of the Illinois Partnerships to Reduce Violent Crime Program.

**WHEREAS**, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

**WHEREAS**, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Omnibus Crime Control and Safe Streets Act of 2002 and agency agreements with State agencies and units of local government for the use of these federal funds; and

**WHEREAS**, pursuant to the Edward Byrne Memorial Justice Assistance Grant (JAG) Program the Authority, names the following purpose areas as the focus of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for federal fiscal year 2014:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs.

**WHEREAS**, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas:

**NOW, THEREFORE, BE IT AGREED** by and between the Authority and the Implementing Agency as follows:

**SECTION 1. DEFINITIONS**

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

**SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

This Agreement shall commence upon the last dated signature of the Parties and shall expire twelve (12) months from the date of the last dated signature of the Parties.

However, no funds will flow under this agreement for the period of October 1, 2017 through the expiration of this agreement, unless and until the State of Illinois receives written approval of an extension to the funding period for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program (2014-DJ-BX1183) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

### **SECTION 3. COMMENCEMENT OF PERFORMANCE**

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

### **SECTION 4. PAYMENT**

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 11 of this agreement, quarterly payments will be made to the Implementing Agency, in accordance with Section 59 of this agreement. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request, if the Implementing Agency has a Trust Fund Account pursuant to Section 59 of this agreement. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.



The maximum amount of federal funds payable under this agreement is \$176,524.00 and is dependent on the expenditure of matching funds as described in Section 5 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

#### **SECTION 5. MATCH**

Federal funds from the Byrne/JAG Program may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. Failure of the Implementing Agency to provide non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall provide non-federal financial support to the program, as described in Exhibit B.

#### **SECTION 6. PROGRAM DESCRIPTION AND BUDGET**

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

#### **SECTION 7. EXHIBITS**

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

#### **SECTION 8. NON-SUPPLANTATION**

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to law enforcement. The Implementing Agency certifies that federal and matching funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

#### **SECTION 9. OBLIGATIONAL LIMITATION**

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

## **SECTION 10. PROGRAM INCOME**

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Byrne Formula Grant Program. Implementing Agency shall report and account for such program income as required by the Authority.

## **SECTION 11. REPORTING AND EVALUATION REQUIREMENTS**

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Bureau of Justice Assistance (BJA) program guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority. Failure to submit required reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

## **SECTION 12. MAINTENANCE OF RECORDS**

The Implementing Agency 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 Implementing Agency's most recent audit report, whichever is later. The Implementing Agency 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 the Implementing Agency 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.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

### **SECTION 13. INSPECTION AND AUDIT**

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting 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 Authority no later than 9 months after the close of the Implementing Agency's audit period. The Implementing Agency understands and agrees that funds may be withheld, or other related requirements may be imposed, if any outstanding audit issues from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed.

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.

The Implementing Agency 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 the data required in Section 11 and all other program activity.

The Authority, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

### **SECTION 14. CLOSEOUT REQUIREMENTS**

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

### **SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST**

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

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

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency 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 Implementing Agency 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 Implementing Agency 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 Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

#### **SECTION 16. ASSIGNMENT**

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

#### **SECTION 17. SUBCONTRACTING**

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

#### **SECTION 18. INDEPENDENT CONTRACTOR**

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency 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 19. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES**

Equipment and commodities acquired by the Implementing Agency with Byrne/JAG funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Authority grant funds, but such determinations as to retention are within the sole discretion of the Authority. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority if the Implementing Agency fails to employ an adequate property management system governing the use, protection, and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be purchased with Byrne/JAG funds, the Implementing Agency does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of Byrne/JAG funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the Byrne/JAG funds that were allocated for such equipment to other allowable Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using Byrne/JAG funds shall be made available for inspection during site visits, and upon request of the Implementing Agency as part of its grant monitoring and oversight responsibilities.

## **SECTION 20. INFORMATION TECHNOLOGY REQUIREMENTS**

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdictions shall to the extent possible use existing networks as the communication backbone unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system. Furthermore, any information technology system funded or supported by grant or match funds will comply with 28 C.F.R. Part 23. If the Authority determines that 28 C.F.R. Part 23 is applicable, the Authority at its discretion may perform an audit to ensure system is in compliance, fines may apply for violations.

The Implementing Agency, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to the Authority for approval prior to beginning work.

The Authority's State Information Technology Point of Contact shall receive written notification regarding any information technology project funded by this grant in order to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. The Implementing Agency must maintain an administrative file documenting the meeting of this requirement.

## **SECTION 21. INFORMATION SHARING**

The Implementing Agency, in an effort to support public safety and information sharing, is required to use the National Information Exchange Model (NIEM) specifications and guidelines for this grant in the development of data elements for data exchange systems. The Implementing Agency shall publish and make available without any restrictions all schemas developed under this grant to the component registry. NIEM guidelines are as follows:

1. Instances must validate against the set of NIEM reference schemas. Schemas conformant to the NIEM must import and reference the NIEM Schema namespace or NIEM namespaces they need to use (*Universal, Common, Justice, etc.*) or a correct NIEM Schema Subset (same namespaces). Note that importing the NIEM *Justice* Domain namespace will cascade to importing *Common* and *Universal*. Also, note that if an instance validates against a correct subset of the NIEM reference schemas, then it will validate against the NIEM reference schemas.
2. If the appropriate component (type, element, attribute, etc.) required for an IEPD exists in the NIEM, use that component. Do not create a duplicate component of one that already exists.
3. Be semantically consistent. Use NIEM components in accordance with their definitions. Do not use a NIEM element to encapsulate data other than what its definition describes.
4. Follow the IEPD (Information Exchange Package Documentation) Lifecycle as described in NIEM documentation and define all required artifacts at each step.

5. Adhere to the *NIEM Naming and Design Rules* (NDR) to ensure correct, consistent schema development.

## **SECTION 22. CONFLICT OF INTEREST**

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

## **SECTION 23. IMPLEMENTING AGENCY COMPLIANCE**

The Implementing Agency agrees to 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, including but not limited to:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide (current edition); Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- 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 38, Equal Treatment for Faith-Based Organizations; 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; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994
- OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)
- OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)

- OMB Circular A-133 “Audits of States, Local Governments and Nonprofit Institutions,” revised June 30, 1997 (codified at CFR Part 66 and Part 70)
- 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.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- 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.
- 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.; and Protection of Historic Properties regulations (36 CFR Part 800).
- 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.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

#### **SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT**

The Implementing Agency agrees to assist the BJA in complying with the National Environmental Policy Act (NEPA), 43 U.S.C. section 4321 et seq., or related laws (including the National Historic Preservation Act), such as renovation or construction (see 28 C.F.R. Part 61, App. D.), and other related federal environmental impact analyses requirements in the use of these grant funds.

The Implementing Agency acknowledges that this section applies to new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the new



activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program, the terms of this section must be met.

None of the following activities will be conducted, directly or indirectly, by the Implementing Agency, or any its contractors or sub-contractors. Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, which require environmental analysis, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Any renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The Implementing Agency understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <http://www.ojp.usdoj.gov/BJA/resource/nepa.html>, for programs relating to methamphetamine laboratory operations.

For any of the Implementing Agency's existing programs or activities that will be funded by these grant funds, the Implementing Agency, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

## **SECTION 25. EQUAL EMPLOYMENT OPPORTUNITY PLAN**

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 Implementing Agency 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 Implementing Agency shall formulate, implement and maintain an equal employment opportunity plan that is approved by the Office for Civil Rights relating to employment practices affecting minority persons and women. The plan shall be approved by the Office for Civil Rights.

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

The Implementing Agency 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 Implementing Agency is in compliance.

## **SECTION 26. NONDISCRIMINATION**

The Implementing Agency 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 actual or perceived, race, color, age, religion, national origin, disability, or sex. The Implementing Agency 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. More information can be found at <http://www.lep.gov>.

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 Safe Streets Act (as amended), Victims of Crime Act (as amended), and Juvenile Justice and Delinquency Prevention Act (as amended) contain prohibitions against discrimination on the basis of religion in employment.

The Implementing Agency 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 Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

#### **SECTION 27. CONFIDENTIALITY OF INFORMATION**

The Implementing Agency 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 this program and all applicable federal guidelines and legislation. 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.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

#### **SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE**

As required by the Authority, the Implementing Agency shall complete and submit the 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.

The Implementing Agency certifies that it has not been barred from contracting with any 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, as amended.

#### **SECTION 29. CERTIFICATION REGARDING LOBBYING.**

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

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

### **SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION**

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

### **SECTION 31. DRUG FREE WORKPLACE CERTIFICATION**

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

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

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
  - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
  - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
  - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee

will:

- (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
- (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

### **SECTION 32. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT**

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

### **SECTION 33. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES**

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

### **SECTION 34. DISPOSITION REPORTING**

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in

the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

### **SECTION 35. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES**

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

### **SECTION 36. 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 Implementing Agency 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 37. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the BJA 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 Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency 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 38. PUBLICATIONS**

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency 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.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2014-DJ-BX-1183, 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 39. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

**Name:** City of Peoria

**Taxpayer Identification Number:**

Employer Identification Number 37-6001761

*(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)*

**Legal Status (check one):**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Nonresident Alien   |
| <input type="checkbox"/> Sole Proprietorship   | <input type="checkbox"/> Tax Exempt  |
| <input type="checkbox"/> Partnership/Legal Corporation                                       | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                                  |
| <input type="checkbox"/> Corporation providing or billing medical and/or healthcare services | <input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services |
| <input checked="" type="checkbox"/> Government   | <input type="checkbox"/> Pharmacy (non-corporate)  |
| <input type="checkbox"/> Estate or Trust   | <input type="checkbox"/> Non-profit Corporation/ Tax Exempt                                      |
| <input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt                              | <input type="checkbox"/> Other (Specify) _____   |

Implementing Agency marking non-profit corporation/ tax exempt shall supply the Authority with a copy of their affirmation letter showing their 501(c)(3) status from within the last 5 years. In addition, the Implementing Agency shall supply a signed copy of the Local Government Waiver.

#### **SECTION 40. FEDERAL GRANT INFORMATION**

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: [16.738](#) Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial Justice Assistance Grant Program 2014-DJ-BX-1183. Grant Award Year: Federal Fiscal Year 2014.

#### **SECTION 41. TRANSPARENCY ACT COMPLIANCE**

The Implementing Agency and Program Agency agree 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 Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from the System for Award Management (SAM) found online at [www.SAM.gov](http://www.SAM.gov).

Implementing Agency's DUNS Number: 071435150

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency 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](http://www.sam.gov).

The Implementing Agency's SAM registration is valid until: 04/04/2017

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

Implementing Agency's CAGE Code: 3M2E7

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, 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. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.



**SECTION 42. ACKNOWLEDGMENT AND AGREEMENT FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES**

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories shall comply with NEPA and can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # **(217) 785-6623** and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose of any chemicals, equipment and wastes used in or resulting from the operations of the clandestine methamphetamine laboratory, in connection with this program

**SECTION 43. REQUIRED ACTIVITES FOR INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES**

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.

- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
  - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
  - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
  - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.
- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 1-800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

**SECTION 44. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT**

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be

valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 45. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

#### **SECTION 46. SEVERABILITY**

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

#### **SECTION 47. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

#### **SECTION 48. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

#### **SECTION 49. REPORTING GRANT IRREGULARITIES**

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency 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.

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. 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 Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency 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 50. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the Department of Justice Office of Inspector General (OIG) any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

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

Phone: 312- 793-8550

Potential fraud, waste, abuse or misconduct shall be reported to OIG by mail or e-mail at:

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division  
950 Pennsylvania Ave, N.W. Room 4706  
Washington. D.C. 20530

E-mail: [oig.hotline@usdoj.gov](mailto:oig.hotline@usdoj.gov) Phone: (800) 869-4499 Fax: (202) 616-9881

Website: <http://www.usdoj.gov/oig/>

#### **SECTION 51. USE OF FUNDS**

Implementing Agency certifies that it, and its subcontractors, shall use federal and match, if applicable, funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

#### **SECTION 52. PROHIBITED USE OF FEDERAL FUNDS**

The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior approval of the Authority.

#### **SECTION 53. TEXT-MESSAGING WHILE DRIVING**

The Authority encourages the Implementing Agency to adopt and enforce policies banning employees of the Implementing Agency or Program Agency and contractors or subcontractors from text messaging while driving any vehicle during the course of performing work funded by this agreement, and to establish safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

#### **SECTION 54. PRIVACY CERTIFICATE**

The Implementing Agency shall comply with the confidentiality requirements of 42 U.S.C. § 3789g and 28 C.F.R. Part 22. The Implementing Agency shall submit a Privacy Certificate that is in accordance with the requirements of 27 C.F.R. Part 22.23.

#### **SECTION 55. HIGH-RISK GRANTEES**

Implementing agency agrees to comply with any additional requirements that may be imposed during the grant performance period if the Authority determines that the Implementing Agency is a high-risk grantee pursuant to 28 C.F.R. parts 66, 70.

#### **SECTION 56. CONFERENCES AND TRAINING MATERIALS**

The Implementing Agency agrees to comply with all applicable laws, regulations, policies and guidance (which includes specific cost limits, prior approval and reporting requirements) governing the use of federal funds for expense related to conferences, including the provision of food and beverages at such events, and the cost of attendance. Conferences are defined as meetings, retreats, seminars, symposiums, training and other events. Information on pertinent laws, regulations, policies and guidance is available at available at [www.ojp.gov/funding/confcost.htm](http://www.ojp.gov/funding/confcost.htm).

The Implementing Agency and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.

#### **SECTION 57. MAXIMUM EMPLOYEE COMPENSATION**

The Implementing Agency understands and agrees that funds through this agreement may not be used to pay cash compensation (salary plus bonuses) to any employee at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Services (SES) at an agency with a Certified SES Performance Appraisal System for that year. An employee may be compensated at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.

#### **SECTION 58. GLOBAL JUSTICE INFORMATION SHARING INITIATIVE (DOJ's Global)**

The Implementing Agency agrees to comply with DOJ's Global guidelines and recommendations. The Implementing Agency shall conform to the Global Standards Package and all constituent elements, where applicable, as described at: [http://www.it.ojp.gov/gsp\\_grantcondition](http://www.it.ojp.gov/gsp_grantcondition). The Implementing Agency shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

#### **SECTION 59. TRUST FUND ACCOUNT**

The Implementing Agency agrees to establish a trust fund account to be used solely for this agreement. The trust fund may or may not be an interest-bearing account. The funds, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Byrne/JAG grant program. The Implementing Agency also agrees to obligate and expend the grant funds in the trust fund (including any interest earned) during the period of the grant. Grant funds (including any interest earned) not expended by the end of the grant period must be returned to the Authority no later than 45 days after the end of the grant period.

Any funds received by the Implementing Agency, under this agreement, shall be deposited into the trust fund within ten (10) days of receipt of the funds.

If the Implementing Agency does not establish a trust fund account in accordance with this section, grant funds will be dispersed to the Implementing Agency on a reimbursement basis only. If the Implementing Agency requests payments on a reimbursement basis, the Implementing Agency may submit reports monthly to be reimbursed on a monthly basis.

#### **SECTION 60. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS**

The Implementing Agency certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency 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 Implementing Agency shall notify the Authority 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 any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If the Implementing Agency 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 to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, the Authority may terminate this agreement at the Authority's discretion.

#### **SECTION 61. CRIMINAL CONVICTIONS**

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' 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 Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' 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 Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' 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.

The Implementing Agency should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. The Implementing Agency may obtain more information on this issue at [http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

#### **SECTION 62. TIME KEEPING**

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the Implementing Agency’s time keeping procedures. The time keeping procedures must be approved by the Authority.
2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
  - Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
  - Account for the total activity for which each employee is compensated;
  - Be prepared monthly and coincide with one or more pay periods; and
  - Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority’s monitoring and oversight responsibilities.

**SECTION 63. DUPLICATION OF FUNDING**

The Implementing Agency agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this JAG award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this JAG award, the Implementing Agency will promptly notify, in writing, the Authority.

**SECTION 64. RELIGIOUS AND MORAL BELIEFS OF STUDENTS**

The Implementing Agency understands and agrees that grant funds may not be used to discriminate or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

**SECTION 65. COMPUTER NETWORK**

The Implementing Agency understands and agrees that no award funds shall be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchange of pornography. Nothing in this section limits the use of funds for any Federal, State, tribal, or local law enforcement agency of any other entity carrying out criminal investigations, prosecution, or adjudication activities.

**SECTION 66. GRANT MONITORING REQUESTS**

The Implementing Agency agrees to comply with the Authority and OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with the Authority, BJA, and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The Implementing Agency agrees to provide to the Authority, BJA, and OCFO all documentation necessary to complete monitoring tasks,



including documentation related to this award. Further, the Implementing Agency agrees to abide by reasonable deadlines set by the Authority, BJA, and OCFO for providing the requested documents. Failure to cooperate with the Authority, and BJA's/OCFO's grant monitoring activities may result in sanctions affecting the Implementing Agency's awards, including, but not limited to: withholdings and/or other restrictions on the Implementing Agency's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the Implementing Agency as a High Risk grantee; or termination of an award.

#### **SECTION 67. CRIMINAL INTELLIGENCE OPERATING POLICIES**

The Implementing Agency agrees that any information technology system funded or supported by OJP funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 42 U.S.C. 3789g(c)-(d). Recipient may not satisfy such a fine with federal funds.

#### **SECTION 68. UNMANNED AIRCRAFTS AND VEHICLES**

No JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order.

#### **SECTION 69. SPECIAL CONDITION**

Grantee agrees to utilize the executed Memorandum of Understanding (MOU) that outlines each party's roles and responsibilities. Required parties include: city mayor's office, major police department(s), state's attorney's office, county sheriff's office, county probation, parole, community and faith based organizations, and U.S. Attorney's Offices. Any proposed changes to the MOU shall be approved by the Authority before execution.

Upon execution of the grant agreement, the grantee agrees to implement and conduct the Violent Reduction Assessment Tool (VRAT) with a wide range of stakeholders including several staff from each of the multi-disciplinary team member agencies and with several community leaders from the targeted neighborhoods. The multi-disciplinary team member agencies include: mayor's office, major police department(s); state's attorney's office; county sheriff's office; county probation; parole; community and faith based organizations and the U.S. Attorney's Office. The grantee also agrees to conduct the VRAT again at 6 months and before the end of the grant period. Grantee shall share all survey results with the Authority.

**SECTION 70. ACCEPTANCE & CERTIFICATION**

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

<p>John Maki Executive Director Illinois Criminal Justice Information Authority</p>	<p>Date</p>
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I, Patrick Urich [City Manager], under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement (414505) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (414505), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

<p>Patrick Urich City Manager City of Peoria</p>	<p>Date</p>
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I, James Scroggins [Finance Director], under oath, do hereby certify and acknowledge that: (1) all of the information in the grant agreement (414505) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (414505), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

<p>James Scroggins Finance Director City of Peoria</p>	<p>Date</p>
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I, Jerry Mitchell [Chief of Police], under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement (414505) is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement (414505), and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

<p>Jerry Mitchell Chief of Police Peoria Police Department</p>	<p>Date</p>
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**EXHIBIT B: BUDGET  
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: City of Peoria  
Agreement #: 414505**

<u>SOURCE</u>		<u>AMOUNT</u>
<b>Federal/State Amount:</b> JAG FFY14	Subtotal:	\$176,524
<b>Match:</b> City of Peoria	Subtotal:	\$58,841
<b>Over Match:</b> City of Peoria	Subtotal:	\$29,714
<b>GRAND TOTAL</b>		<b>\$265,079</b>

**A. Personnel** - List each position by title of the employee. Do not list names of employees. Show the annual salary rate and the percentage of time to be devoted to the project. Wages paid for employees engaged in grant activities must be consistent with that paid for similar work within the grantee organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives. (Note: Use whole numbers as the percentage of time, an example is 75.50% should be shown as 75.50)

Personnel								
	Position	Salary	Basis	Percentage of Time	Number of Months	Total Cost	Federal Amount	Match Amount
X	Project Manager	\$59,470.00	Year	1.00	12	\$59,470.00		\$59,470.00
	Add Personnel				Totals:	\$59,470.00		\$59,470.00

**Personnel Narrative**

PLEASE SEE ATTACHED NARRATIVE

**B. Fringe Benefits** - List the fringe benefits to be paid for each staff member charged to the grant on the personnel page. Use the total salary to calculate the fringe benefits paid as a percentage of salary (rated benefits). For flat rate fringe benefits, indicate the total Full Time Equivalent (FTE) staff members charged to the grant on the Personnel page. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation and Unemployment Compensation.

<b>Fringe Benefits</b>						
	Description - RATE FRINGE BENEFITS	Base	Rate	Cost	Federal Amount	Match Amount
X	FICA/Medicare	\$59,470.00	0.0765	\$4,549		\$4,549
X	Pension	\$59,470.00	0.015	\$892		\$892
X	Life Insurance	\$59,470.00	0.001	\$59		\$59
X	Vacation	\$59,470.00	0.0385	\$2,290		\$2,290
X	Sick	\$59,470.00	0.0462	\$2,748		\$2,748
	<b>Add Rated Fringe Benefits</b>	<b>Rated Totals:</b>		\$10,538		\$10,538
	Description - FLAT RATE FRINGE BENEFITS	Base	FTE	Cost	Federal Amount	Match Amount
X	Health Insurance	\$15,606.00	1	\$15,606		\$15,606
X	OPEB	\$2,941.00	1	\$2,941		\$2,941
	<b>Add Flat Rate Fringe Benefits</b>	<b>Flat Rated Totals:</b>		\$18,547		\$18,547
<b>TOTAL:</b>				<b>\$29,085</b>	<b>\$0</b>	<b>\$29,085</b>

**Fringe Benefits Narrative**

PLEASE SEE ATTACHED NARRATIVE

C. **Travel** - Itemize travel expenses for staff charged to the grant on the personnel page. Describe the purpose of each travel expenditure in reference to the project objectives. Show the basis of computation (e.g., six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). Identify the location of travel, if known; or if unknown, indicate "location to be determined." Note: Travel expenses for consultants should be included in the "Contractual/Consultant" line items.

Travel															
Purpose		Location		Computation											
X	Regional network information sharing	Item	Cost Rate	Rate Basis	Quantity	Number of People	Number of Trips	Cost	Federal Amount	Match Amount					
		Lodging	\$200.00	Night	2	4	2	\$3,200.00	3,200	\$0.00					
		Per Diem	7.00	1/4 Day	2	4	2	\$112.00	112	\$0.00					
		Mileage	\$0.5400	Mile	334	2	2	\$721.44	721.44	\$0.00					
		Transportation:		Trip											
		Airfare													
		Other													
							Cost Sub Total:	\$4,033.44	\$4,033.44	\$0.00					
Add Travel									Total:	\$4,033	\$4,033	\$0			

**Travel Narrative**

PLEASE SEE ATTACHED NARRATIVE

**D. Equipment** - List non-expendable items that are purchased. Expendable items should be included in the "Supplies" category. Explain how the equipment is necessary for the success of the project, and describe the procurement method to be used. Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technological advances. Rented or leased equipment costs should be listed in the "Contractual" category.

<b>Equipment</b>								
	Item	Quantity	Cost	Pro-Rated Share %	Total Cost	Federal Amount	Match Amount	
X	All-In-One Printer	1	\$129.00	100.00%	\$129.00	\$129.00	\$0.00	
X	flashdrives	3	\$10.00	100.00%	\$30.00	\$30.00	\$0.00	
X	software	1	\$250.00	100.00%	\$250.00	\$250.00	\$0.00	
X	dry erase board	1	\$100.00	100.00%	\$100.00	\$100.00	\$0.00	
<b>Add Equipment Item</b>					Federal Total:	\$509.00	\$509.00	\$0.00

**Equipment Narrative**

PLEASE SEE ATTACHED NARRATIVE

**E. Supplies** - List items by type (office supplies, postage, training materials, copying paper, and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

<b>Supplies</b>							
	Supply Items	Quantity / Duration	Item / Unit Cost	Pro-Rated Share %	Cost	Federal Amount	Match Amount
X	all-in-one printer cartridge	3	\$100.00	100.00%	\$300.00	\$300.00	\$0.00
X	Paper	2	\$28.00	100.00%	\$56.00	\$56.00	\$0.00
X	Pens	2	\$10.00	100.00%	\$20.00	\$20.00	\$0.00
X	Highlighters	1	\$12.00	100.00%	\$12.00	\$12.00	\$0.00
X	Sticky Notes	1	\$10.00	100.00%	\$10.00	\$10.00	\$0.00
X	Legal Pads	1	\$14.00	100.00%	\$14.00	\$14.00	\$0.00
	<b>Add Supply Item</b>			<b>Total:</b>	\$412.00	\$412.00	\$0.00

**Supplies Narrative**

PLEASE SEE ATTACHED NARRATIVE



**F. Contract/Consultants** - Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants must promote free and open competition in awarding contracts. Invitations for Bid (IFB) and Requests for proposal (RFP) must be submitted to the Authority for review and approval prior to posting. *A separate justification must be provided prior to the execution of sole source contracts and for contractor rates. In addition, sole source contracts in excess of \$150,000 and consultant rates in excess of \$650 per day or \$81.25 per hour require prior Federal approval in excess of \$150,000.*

Consultant Fees									
	Consultant Name	Service Provided	Fee	Basis	Quantity	Cost	Federal Amount	Match Amount	
<b>X</b>	N/A								
	<b>Add Consultant Fee</b>						<b>Total:</b>		

**Consultant Fees Narrative**

N/A

**Contracts:** Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000. A sole source contract may not be awarded to a commercial organization that is ineligible to receive a direct award.

Contracts				
	Item	Cost	Federal Amount	Match Amount
X	Research Team	\$171,570.00	\$171,570.00	\$0.00
	<b>Add Contract</b>	Total: \$171,570.00	\$171,570.00	\$0.00

**Contracts Narrative**

PLEASE SEE ATTACHED NARRATIVE

**Budget Summary** – When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal funds requested and the amount of non-Federal funds that will support the project.

<b>Budget Category</b>	<b>Federal Amount</b>	<b>Match Amount</b>	<b>Total</b>
A. Personnel		\$59,470	\$59,470
B. Fringe Benefits	\$0	\$29,085	\$29,085
C. Travel	\$4,033	\$0	\$4,033
D. Equipment	\$509	\$0	\$509
E. Supplies	\$412	\$0	\$412
F. Consultant / Contracts	\$171,570	\$0	\$171,570
<b>Total Project Costs</b>	<b>\$176,524</b>	<b>\$88,555</b>	<b>\$265,079</b>

<b>Federal Amount</b>	\$176,524
<b>Match Amount</b>	\$88,555
<b>Total Project Cost</b>	\$265,079

## **BUDGET NARRATIVE**

**Implementing Agency: City of Peoria**

**Program Agency: Peoria Police Department**

**Grant Name: Illinois Partnerships to Reduce Violent Crime**

**Grant # 414505**

## **PERSONNEL NARRATIVE:**

The Peoria Police Department will hire a management grade person to manage the Don't Shoot project and the enhancement resulting from the IL Partnerships to Reduce Violent Crime. The full job description is added as an attachment to this application, but a summary is below. The person will be 100% dedicated to the project, managing both the focused deterrence and the growing cross-sector partnership.

### **Job Description:**

Manage and maintain relationships with diverse stakeholders to include community-based organizations, law enforcement partners, and social service providers, to include coordinating and chairing the executive working group. Create and manage organizational structure for group violence intervention (GVI) and most violent offender implementation. Coordinate day-to-day and strategic operations including law enforcement operations, support and outreach activities, and activation of the community's moral voice. Ensures that enforcement actions are proceeding appropriately, custom notifications are deployed, community supporters are identified and engaged, and effective case management is occurring. Ensures that systems are in place to sustain GVI over time. Work with law enforcement and social service partners to ensure that core activities are properly tracked and documented and that intelligence on group member involvement in serious violence is maintained. Engage partners in collaborative problem solving to remove barriers and address challenges. Will perform other duties as assigned.

**MINIMUM REQUIREMENTS:** Bachelor's degree or equivalent from an accredited four-year college or university in criminal justice, police science or a related field and one to three years of related experience is required. Any equivalent combination of education, training and experience, which provides the required knowledge, skills, and abilities to perform the essential functions of the job, considered.

### **FRINGE BENEFITS NARRATIVE:**

For an entry level employee, the above rate fringe benefits apply. FICA/medicare, pension, life insurance, vacation and sick days equate to 17.72% of their base salary. Flat rate benefits of health insurance and OPEB are a total of \$18547.

#### TRAVEL NARRATIVE:

As referenced in the solicitation, designated team members will travel in Illinois for regional networking and information sharing events. The team will consist of a representative from the research team, the project manager, and two stakeholder representatives to be decided. State of Illinois travel policy was used to calculate costs, and location is assumed to be Chicago, as a central hub for ICJIA and the eligible counties. As representatives may be from different organizations in the MDT, mileage was calculated from two drivers, with some carpooling ability.

#### EQUIPMENT NARRATIVE:

While Peoria has allocated funding for a project manager under this grant, the project management tools necessary to facilitate the successful implementation of the partnership. The above office supplies are standard to new staff, and are procured through internal procurement procedure.

#### SUPPLIES NARRATIVE:

The all-in-one printer cartridge is long lasting, last 2100 pages, figure 20 representatives at 18 meetings for the year (twice a month at first, then once a month), approx 15 pages of copies for each (meeting minutes, handouts, agenda). An additional cartridge cost is added to print any surveys we need to have physical copies of for community members. At 5000 pages per pack of 10 reams of paper, we project needing to buy two packs. Projecting that participants may need supplies at meetings, or that the Project Manager will need supplies, we budgeted for 2 packs of pens, 1 pack of highlighters, and 1 pack of legal pads (12 pads).

#### CONTRACTS NARRATIVE:

The Don't Shoot Enhancement Project proposes to contract with the Center for Public Safety and Justice (CPSJ) and the Great Cities Institute (GCI) at the University of Illinois at Chicago. Staff at these centers are content and process experts, and will be able to provide the third-party guidance and best practices research our community needs to create true cross-sector partnerships. Together, this research team proposes to accomplish the following in year one:

- With the Project Manager, convene at least monthly the Multi-disciplinary Team, publish all meeting summary reports and assist with strategic communications.
- Guide stakeholders through the Problem-Oriented Policing SARA Model, including identifying existing resources and gaps, analyzing community perceptions of law enforcement, compiling cross-sector data related to violence, and analyzing that data from a comprehensive perspective. CPSJ and GCI will compile the results in a final report to inform the implementation plan. People who are experienced at addressing neighborhood or community-based problems know that such issues often require more than a "quick fix" or a basic solution. In order to establish an effective long-term solution, the causes of a problem and the underlying factors must be correctly identified.

- CPSJ and GCI will work with the MDT to develop an implementation plan, offering best practices recommendations for a cross-sector approach to violent crime reduction, and establishing a data collection procedure to facilitate a process and outcome evaluation.
- Convene meetings with community leaders to present principles of procedural justice and to establish team values for cross-agency collaboration. Through these meetings, identify additional training needs including, but not limited to, internal and external procedural justice.

Sole source justification is attached in the application.