

UPCOMING MEETINGS

for the

FORD COUNTY BOARD

Tuesday, June 6, 2023

7:00 A.M. Highway Committee Meeting – Highway Department in Roberts

Wednesday, June 7, 2023

9:00 A.M. Sheriff Committee Meeting – Sheriff's Boardroom at the Jail

Thursday, June 8, 2023

9:00 A.M. Finance Committee Meeting – Small Courtroom in Courthouse

Monday, June 12, 2023

7:00 P.M. County Board Meeting – Sheriff's Boardroom at the Jail



Notes:

- Courthouse will be CLOSED Monday, June 19, 2023 for Juneteenth

MONTH END REPORT

April 2023

TOTAL DEATH INVESTIGATIONS	14
TOTAL RESIDENT DEATHS	11
TOTAL NON-RESIDENT DEATHS	3
Past Inquires or <u>Inquests Pending</u>	0
Inquires Pending this month	0
1) Natural Death Investigations	14
2) Undetermined Death	0
3) Suicide	0
4) Homicide	0
5) Accidental Death	0
5a) Accidental Motor Vehicle Death	0
5b) Accidental Drug or Alcohol Death	0
AUTOPSIES	
TOXICOLOGY	
EXTERNAL EXAMINATIONS	1
HOSPICE CASE-----	9
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESIGATED AND ISSUED	2
NOTIFICATIONS FOR OTHER COUNTIES	
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMIT FEES RECIEVED	\$ 100.00
REPORT FEES	.00
MISC.FEES (Grant)	.00
INVOICES RECEIVED	00.00
TOTAL REVENUE	\$ 100.00

RESPECTFULLY SUBMITTED,



BRANDON RODERICK
FORD COUNTY CORONER

COUNTY CLERK & RECORDER'S OFFICE

To the Chairman of the County Board of Ford County:

I, Amy Frederick, County Clerk and Recorder, in and for the County of Ford and State of Illinois, respectfully present the following report of all the fees and emoluments of my office, for the month of **April 2023** and during the month where I state the gross amount of all fees.

COUNTY CLERK

REVENUE FOR THE MONTH	RECORDING FEES	VITAL RECORDS	MISC FEES	COUNTY TAX STAMPS 1/3	TAX CLERK FEES	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	GIS	DOMESTIC VIOLENCE FUND (DVF)	RENTAL HOUSING SURCHARGE (RHSP)	DSC	DELINQUENT TAXES COLLECTED
Dec-22	4,753.00	1,366.00	611.25	2,283.50	258.00	9,271.75	2,528.00	284.00	4,550.00	5.00	1,548.00	224.00	3,541.68
Jan-23	5,002.00	1,616.00	2,801.00	4,306.50	430.00	14,155.50	3,587.00	368.00	4,777.00	15.00	1,620.00	408.00	17,455.08
Feb-23	3,999.00	1,965.00	1,194.00	3,654.00	2,838.00	13,650.00	4,640.00	538.00	3,811.00	5.00	1,323.00	800.00	58,340.40
Mar-23	4,495.00	2,006.00	1,935.42	3,659.75	2,752.00	14,848.17	2,386.00	474.00	4,302.00	5.00	1,503.00	492.00	51,890.54
Apr-23	3,068.00	1,366.00	1,567.49	2,162.50	1,290.00	9,453.99	2,721.00	332.00	2,950.00	35.00	1,035.00	384.00	40,646.61
May-23						0.00							
Jun-23						0.00							
Jul-23						0.00							
Aug-23						0.00							
Sep-23						0.00							
Oct-23						0.00							
Nov-23						0.00							
MID-YEAR	21,317.00	8,319.00	8,109.16	16,066.25	7,568.00	61,379.41	15,862.00	1,996.00	20,390.00	65.00	7,029.00	2,308.00	171,874.31
TOTAL	21,317.00	8,319.00	8,109.16	16,066.25	7,568.00	61,379.41	15,862.00	1,996.00	20,390.00	65.00	7,029.00	2,308.00	171,874.31

38.36% = Percent of estimated revenue generated for year to date.

Total Estimated Revenue = \$160,000.00 Actual Office Revenue = \$ 61,379.41

Total Receipts = \$280,903.72
 Dedicated Funds = \$ 17,858.00
 Supervisor of Assessments = \$ 20,390.00
 State & Tax Buyers = \$181,276.31

STATE OF ILLINOIS }
 COUNTY OF FORD }

I, Amy Frederick, do solemnly swear that the foregoing account is in all respects just and true according to the best of my knowledge and belief, and that I have neither received directly or indirectly nor directly or indirectly agreed to receive or be paid for my own or another's benefit, any money, article or consideration than therein stated, nor am I entitled to any fee or emolument for the period therein mentioned, other than those specified.

Submitted this 3rd day of May, 2023.

 Ford County Clerk & Recorder



**FORD COUNTY
OFFICE OF EMERGENCY MANAGEMENT
200 W State Street Room B-5
Paxton, IL 60957
Phone 217-379-9415**

Activity Report for 01 Mar. 2023 to 31 Mar. 2023

- 04 Apr. 2023 Illinois Emergency Management Agency IEMA Disaster Declaration & Proclamation Mtg.
- 04 Apr. 2023 Monthly Starcom Radio Drill Hosted by Tazwell County EMA (Paxton)
- 05 Apr. 2023 American Red Cross "Sound the Alarm" Planning Mtg. (Paxton)
- 06 Apr. 2023 Ford County Board Special Mtg. (Paxton)
- 07 Apr. 2023 Red Cross "Sound the Alarm" door hanger activity (Gibson City)
- 10 Apr. 2023 Red Cross "Sound the Alarm" Interview at WCIA 3 Television Station (Champaign)
- 11 Apr. 2023 Red Cross "Sound the Alarm" Installations (Gibson City)
- 12 Apr. 2023 Ford County EMA Meeting (Paxton)
- 13 Apr. 2023 Ford County Finance Committee Meeting (Paxton)
- 14 Apr. 2023 East Central Illinois Community Action Health Fair (Roberts)
- 20 Apr. 2023 Ford County Insurance & Personnel Committee Meeting (Paxton)
HSIN HUG Group Meeting (Paxton)
- 21 Apr. 2023 Memorandum of Agreement (MOA) Meeting at CRCC (Paxton)
- 24 Apr. 2023 Accolade Annual Disaster Exercise (FCEMA Observer) (Paxton)
- 25 Apr. 2023 Ford County LEPC Planning Meeting at Ford County Public Health Department (Paxton)
- 26-28 Apr. 2023 Illinois Emergency Services Management Association (IESMA) Training Summit (Springfield)

This report was Respectably submitted by:

Terry L. Whitebird
Ford County EMA

Monthly Report to the Ford County Board
On Activities at the Highway Department
May, 2023

The Ford County Highway Department completed the following activities during the month April, 2023.

Engineering Division

- Entered claims and allotments to various county and township funds.
- Assisted Maintenance Division.
- Oversee Resurfacing of Buckley Road.

Maintenance Division

- Performed maintenance and repair on County owned equipment.
- Conducted routine inspection and maintenance of roads, entrances, shoulders and signs on county system.
- Replaced field entrance on Buckley Road.
- Replaced traffic control signs on various county roads.

County Engineer

- Assisted commissioners with Drainage Projects.
- Attended Road Commissioner Meeting at Backwoods Diner.
- Attended NACE Annual Convention in Orange Beach, AL.

Ford County Highway Committee Minutes

The Ford County Highway Committee met on May 2, 2023 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting were Chairman Tim Nuss, Ann Ihrke, Lesley King, Chase McCall and Carson Vaughn. County Engineer Greg Perkinson was also present. Mr. Nuss called the meeting to order at 7:00 a.m.

Mr. McCall moved to accept the Agenda as presented. Seconded by Mrs. King. Motion passed.

First on the agenda was the review of the April 11, 2023 minutes. Mrs. Ihrke moved and Mr. Vaughn seconded the motion that they be approved. Motion passed.

There was no public comment.

April bills were read and presented by Mr. Perkinson. Mr. Nuss moved and Mr. McCall seconded the motion to approve the bills and present to the full board. Motion passed.

The committee then reviewed the fund balance report and the highway appropriations and expenses report.

Under old business the following items were discussed:

Mr. Perkinson informed the committee of the activities at the County Highway Department during the month of April and will provide a written report for the full board.

New Business:

Passing of Iroquois County Engineer.

Resolutions:

Resolution to approve Acting Iroquois County Engineer. Mr. McCall moved and Mr. Vaughn Seconded the motion to present to the full board. The committee voice voted unanimously.

Public Comment:

Having no further items to discuss, Mr. Vaughn moved to adjourn at 8:30 am, seconded by Mrs. Ihrke. Motion passed.

FORD COUNTY PROBATION AND COURT SERVICES

Stats for April 2023

April of 2023

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	68	Active	84
Misdemeanors	20	Warrants	144
DUI Cases	16	TOTAL	228
Traffic Cases	1		
TOTAL	105		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	6	Active	3
Cont'd Supervision	1	Inactive	1
Informal	2	TOTAL	4
Other	0		
TOTAL	9		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	53	Cases	2
Hours	6315	Hours	105
TOTAL CASES:	55		
TOTAL HOURS:	6420		

RESTORATIVE JUSTICE / DIVERSION:

Intakes this month	0		
Cases reviewed this month	0		
Active Conference/Diversion Cases		Restorative Justice / Diversion	

INVESTIGATIONS:

PSI's ordered	8	PSI's completed	1
Record Checks completed	0		

INTAKES:

Adults: 6 Juveniles: 0

ELECTRONIC MONITORING / GPS:

Adults: 5 Juveniles: 0

CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police 2 Clients 2

HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 9 School 1

RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month: \$832.69

Community Service collected:

Adults: 0 Juveniles: 0

April 2022 (Same month last year)

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	66	Active	84
Misdemeanors	17	Warrants	144
DUI Cases	16	TOTAL	228
Traffic Cases	1		
TOTAL	100		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	6	Active	6
Cont'd Supervision	0	Inactive	1
Informal	3	TOTAL	7
Other	1		
TOTAL	10		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	53	Cases	3
Hours	6315	Hours	177
TOTAL CASES:	56		
TOTAL HOURS:	6492		

VIOLATIONS:

Adult: 2 Juveniles: 1

COMMUNITY MEETING ATTENDED THIS MONTH:

Ford County Board Meeting ROSC Meeting
Ford County Finance Meeting Outreach Committee
CMO Meeting
Ford County SART

TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

IPCSA Supreme Court Training

TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30: 12

<u>OFFICER CASELOAD</u>	<u>ADULTS</u>	<u>JUVENILES</u>	<u>PRE TRIAL</u>
Jennifer Anderson	100	1	
Ariel Brucker	23	1	
Mallory Lithgow	22	6	
Rocky Marron	43	3	40
Warrant Status	144		

INTAKES THIS MONTH:

<u>Adult:</u>		<u>Juvenile:</u>	
Felony Cases	5	Probation	0
Misdemeanors	3	Cont'd Supervision	0
DUI Cases	0	Informal	0
Traffic Cases	0	Other	0
TOTAL	8	TOTAL	0

CONFINEMENTS:

Juvenile Detention	1		
IDOC Commitments	0		
Group Home	0	Adults: 0	Juveniles: 1
Residential Substance Abuse Treatment:		Adults: 5	Juveniles: 1

ADULT PROGRAMS ORDERED THIS MONTH:

COMPLETED THIS MONTH:

Alcohol / Substance Abuse Assessment	0	3
DUI Assessment	0	0
Alcohol / Substance Abuse Treatment	0	1
DUI Education / Treatment	0	1
Victim Impact Panel	0	0
Cognitive Classes	5	1
Anger / Domestic Abuse Classes	4	0
Mental Health	2	2
Sex Offender Treatment	0	1
Shoplifting Course	0	0
Psychiatric / Psychological Assessment	0	0
Traffic School	0	0

**FORD COUNTY SHERIFF'S OFFICE
APRIL 2023
ACTIVITY SUMMARY REPORT**

INCOME RECEIVED

\$7,183.34 – Contracts	\$80.00 – Arrestee Medical Fund
\$3,372.98 – Inmate Phones	\$77.50 – Seized/Forfeiture Drug Fund
\$2,167.76 – Civil Process	\$10.00 – DUI Reinforcement Fund
\$1,121.19 – Misc. Reimbursement	\$10.00 – Report Request

TOTAL FOR THE MONTH OF MARCH

\$14,022.77

FY23 TOTAL TO DATE

\$191,630.22

TRAFFIC ACCIDENTS- 03

WARNING CITATIONS-09

TRAFFIC CITATIONS

05 – Speeding	01 – Uninsured Motor Vehicle
02 – No Driver's License	01 – Permit Unauthorized Person to Drive
01 – Unlawful use of Medical Cannabis	01 – DUI

FIELD INCIDENT/COMPLAINT REPORTS

26 – Civil/Non-criminal Complaint	02 – Burglary	01 – Hit & Run
13 – Other Agency Assist	02 – Domestic Dispute	01 – Repossession
07 – Animal Complaint	02 – E911 Hang-up	01 – Sex Offender Check
07 – Harassment	02 – Missing Person	
07 – Welfare Check	02 – Abuse Complaint	
06 – Suspicious Activity/Person	02 – Criminal Damage	
06 – Suspicious Vehicle	01 – Fight in progress	
06 – Investigation follow-up	01 – Road Hazard	
04 – Theft	01 – Juvenile Complaint	
04 – Traffic Complaint	01 – Man with Gun/Knife	
04 – Security Alarm	01 – Noise Complaint	
04 – Custody Dispute	01 – Trespassing	
03 – Suicide Attempt	01 – Vandalism	
03 – Motorist Assist	01 – Traffic Control	

CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Court Summons: 14/26 Warrants: 21

FORD COUNTY INMATES TOTAL MANDAYS TO DATE (4305)

Monthly Ford County Inmate Mandays: 690



Extension

COLLEGE OF AGRICULTURAL, CONSUMER
& ENVIRONMENTAL SCIENCES

AGREEMENT

Between Ford County Board, (hereinafter, for brevity, termed "Grantor") and The Board of Trustees of the University of Illinois, a public corporation, acting through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences (hereinafter, for brevity, termed "University").

WHEREAS, University, under any by virtue of both state and federal legislation, is in charge of cooperative extension work carried on in the state of Illinois under the Smith-Lever Act and all amendments thereto; and

WHEREAS, Grantor is vitally interested in said work being carried on in the University of Illinois Extension Unit at Ford County and the expansion thereof so as to meet the needs of citizens interested in said Unit; and

WHEREAS, Grantor, because of its interest, is willing to make a contribution to University to partially meet the cost of carrying on and expanding said work in said Unit:

THEREFORE, it is hereby agreed by and between Grantor and University as follows:

1. For and during the period of twelve months beginning with July 1, 2023, and ending with June 30, 2024, Grantor will contribute to University for the carrying on of cooperative extension work by University in said Unit the sum of \$ 50,000, to be paid by Grantor to University in Quarterly, Monthly, x Annual payments of \$ 50,000. All payments to be completed by June 30, 2024.

2. University hereby agrees to accept said contribution to the cost of conduction and carrying on said work in said Unit during said period of twelve months, and hereby agrees that it will expend in said Unit in carrying on such work during said period an amount at least equivalent to said sum paid it by Grantor.

3. University further agrees that during said period it will meet the cost of said work, which includes, but is not restricted to, salaries of its personnel, office space and facilities, secretarial help and transportation for such personnel needed to carry on the cooperative extension work in said Unit at least up to the extent local funds may be made available to the University through the extension Unit council.



Extension

COLLEGE OF AGRICULTURAL, CONSUMER & ENVIRONMENTAL SCIENCES

4. It is understood between Grantor and University that the said contribution to be made to University by Grantor will be used along with public and other funds available to University for carrying on said work in the state of Illinois during said twelve months' period, a portion of which will be allocated by University to carrying on said work in said Unit during said period.

Dated this _____ day of _____, 20_____

GRANTOR

Ford County Board
200 W. State St.
Paxton, IL 60957

By: _____
(Authorized Signature)

Date

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
Through University of Illinois Extension, College of Agricultural, Consumer and Environmental Sciences

Regional Director
University of Illinois Extension

Date

Director or Designee
University of Illinois Extension

Date

*Standard form approved by Legal Counsel 7/20/93

01/13/2023:hc

FORD COUNTY BOARD
FORD COUNTY, ILLINOIS

IN RE THE MATTER OF) FORD #DD09
LYMAN TOWNSHIP DRAINAGE DISTRICT NO. 1)
OF FORD COUNTY, ILLINOIS)
)

APPOINTMENT

I, Debbie Smith, do hereby appoint ROBERT ROCK, 1529 N 1600 East Rd, Roberts, IL 60962, to the Office of Drainage Commissioner of Lyman Township Drainage District No. 1 of Ford County, Illinois, of Ford County, Illinois, for the term to expire on the first Tuesday of September, 2025, or until his successor is appointed and has qualified, subject to approval of the Iroquois County Board.

CONFIRMATION OF APPOINTMENT

On the ____ day of _____, 2023, the Ford County Board did, by vote of its members, approve the appointment of ROBERT ROCK, by the Chairman of the County Board, to the office of Drainage Commissioner of the above named District, for the term to expire on the first Tuesday of September, 2025, or until his successor is appointed and has qualified.

Dated this ____ day of _____, 2023.

FORD COUNTY BOARD

BY: _____
Chairman of the Board

ATTEST:

County Clerk

Prepared By:
MARTENSEN, NIEMANN & SORENSEN
Heather K. Clauss (6315995)
Attorney for Drainage District
130 W. Cherry Street, P.O. Box 319
Watseka, Illinois 60970
(815) 432-1131

**RESOLUTION OF THE COUNTY BOARD OF THE COUNTY
OF FORD, ILLINOIS; APPOINTING TRUSTEE FOR THE
KEMPTON COMMUNITY FIRE PROTECTION DISTRICT**

BE IT RESOLVED by the County Board of the County of Ford, Illinois, that in pursuance of the authority in this Board conferred by the provisions of 70 ILCS 705/4, and in pursuance of the request for the appointment of Philip J. Earing as a Trustee for the Kempton Community Fire Protection District of the Counties of Ford, Livingston and Iroquois, this County Board does now appoint Philip J. Earing whose address is 407 Second Street, Kempton, IL 60946, as Trustee of said Kempton Community Fire Protection District for the term ending on the first Monday of May, 2026.

We do fix the Bond of the said Philip J. Earing in the amount of \$1,000.00.

And now we further find that the said Philip J. Earing has filed with the Clerk of this Board his Bond in the amount of \$1,000.00 with Roger A. Gualandi and Marlin O. Donley as individual sureties, and said Bond is now hereby approved.

We further find that the said Philip J. Earing has filed in the Office of the County Clerk of Ford County, Illinois, the STATEMENT OF ECONOMIC INTERESTS as by Statute required and has filed in the Office of the County Clerk of Ford County, Illinois, his Oath herein for said office.

We, therefore, Order that the County Clerk of the County of Ford, Illinois, as Clerk of this Board, formally notify the said Philip J. Earing of his appointment as Trustee of said Kempton Community Fire Protection District for the term as hereinabove set forth.

APPROVED: _____
Chairman of the County Board of
the County of Ford, Illinois.

The above Resolution was duly adopted at a regular meeting of the County Board of the County of Ford, Illinois, held on the _____ day of _____, 2023.

Secretary



Ford County Public Health Department

Lana Sample, MS
Public Health Administrator

DATE: April 19, 2023
TO: Debbie Smith, Ford County Board Chair
FROM: Lana Sample, Ford County Public Health Department Administrator
RE: Ford County Board of Health

At the April 18, 2023, meeting, the Ford County Board of Health voted to recommend to the Ford County Board the re-appointment of Dr. Mark Spangler to the Ford County Board of Health. This is for a 3-year term that would end June 30, 2026. Dr. Spangler has previously served on the Ford County Board of Health as the Secretary for the past nine years. Dr. Spangler is a Gibson Area Hospital physician with a practice in Gibson City. Members serve without compensation and come from various locations, so there is geographic representation on the Board. All are active members of the Board and are extremely dedicated to public health and serving the citizens of our county efficiently and effectively.

This letter is requesting approval of these recommendations at you next County Board meeting. Please let me know if any further information is needed.

Thank you!

A handwritten signature in black ink, appearing to read "Lana Sample", is written over a horizontal line.

Lana Sample

The Ford County Public Health Department does not discriminate in admission to programs or treatment of employment in programs or activities in compliance with the Illinois Human Rights Act; the U.S. Civil Rights Act; Section 504 of the Rehabilitation Act; the Age Discrimination Act; the Age Discrimination in Employment Act; and the U.S. and Illinois Constitution. If you feel you have been discriminated against, you have the right to file a complaint with the Illinois Department of Aging; for information call 1-800-252-8966 (Voice & TDD), or contact
Ford County Public Health Department at 1-217-379-9281

235 North Taft Street • Paxton, Illinois 60957 • Phone: 217.379.9281 • Fax: 217.379.2802
E-mail address: info@fordcountyphd.org • Website: www.fordcountyphd.org

Resolution 23-
Resolution Allowing the Ford County Engineer to Serve as
Acting Iroquois County Engineer

WHEREAS: a vacancy exists on April 21, 2023 in the office of the County Engineer in Iroquois County, Illinois due the untimely death of the incumbent County Engineer Joel V Moore which occurred on April 21, 2023, and

WHEREAS: the Iroquois County Board, due to this emergency, will on April 30, 2023 appoint Gregory L Perkinson, the current Ford County Engineer as the Acting Iroquois County Engineer.

WHEREAS: Gregory L Perkinson will continue to serve as the Ford County Engineer, as of April 30, 2023 his salary will be adjusted to 60% of his current annual salary, or \$78,624.

WHEREAS: the Iroquois County Board will begin immediately to search for a permanent County Engineer, this agreement will terminate on December 31, 2023 or earlier when the permanent County Engineer is appointed.

THEREFORE: Due to the vacancy that exists in the office of the County Engineer in Iroquois County, the Ford County Board does approve the appointment of Gregory L Perkinson as Acting County Engineer in Iroquois County while concurrently serving as the Ford County Engineer in Ford County in accordance with the above conditions.

Dated: May 8, 2023

Debbie Smith
Ford County Board Chairman

Amy Frederick
Ford County Clerk & Recorder

Farm #1

- #100 - Hunter
- #200 - Dave
- #250 - Collin
- #300 - Hunter
- #325 - Dave
- #330 - Hunter
- #350 - Nick
- #375 - Collin
- #380 - Nick
- #385 - Collin
- #390 - Nick
- #395 - Collin
- #400 - Nick
- #405 - ~~Collin~~
Kolin

Ford Co. Cash Lease

Auction - April 17, 2023

Bids

Kolin

Nick

Farm #2

- #300 - Hunter
- #325 - Dave
- #330 - Collin
- #350 - Nick
- #360 - Collin
- #365 - Nick
- #370 - Collin
- #375 - Nick

Farm #3

- #50 - Kevin
- #60 - Shelby
- #250 - Hunter
- #260 - Collin
- #285 - Hunter
- #290 - Shelby
- #300 - Hunter
- #310 - Shelby
- #325 - Hunter
- #330 - Shelby
- #350 - Nick
- #355 - Hunter
- #360 - Nick
- #365 - Collin
- #370 - Nick

TOTAL
\$46,805

\$11,701.25
Due now

Ford County Liquor Control Ordinance

Drafted by The Ford County Board on May 8th of 2023.

SECTION 1. Legislative Purpose

WHEREAS, the Ford County Board wishes to implement this liquor control ordinance into one comprehensive ordinance, thus clarifying the law with respect to alcoholic beverages in Ford County.

WHEREAS the health, safety and welfare of the people of Ford County Illinois shall be protected and temperance in the consumption of alcoholic liquors shall be fostered and promoted, the following has been adopted by the Ford County Board of Paxton, Illinois.

WHEREAS the Ford County Board Chairman who serves as the “Liquor Control Commissioner” for Ford County, together with the advice and consent of the County Board do believe to be in the best interest of the County and to promote business and tourism throughout Ford County.

THEREFORE, BE IT ORDAINED AND ADOPTED AS FOLLOWS:

That the County Clerk is hereby authorized to distribute a certified copy of this ordinance to the County Board, Liquor Control Commission, elected sheriff and Liquor Commissioner.

Each applicant will get their license by choosing one form of liquor sales. They may add additional endorsements with their corresponding costs to the original license but they will only have one license.

When obtaining a Liquor License, you are agreeing to allow law enforcement, Health Department, Liquor Commissioner of Ford County, or anybody who represents the public well-being, inside the structure where the sale of liquor or the manufacture of liquor are taking place. Any effort to prevent these entities from the performance of their job is grounds for suspension or loss of liquor license.

If the licensee feels the authorities are overstepping the law or interpreting a situation in error, the Licensee may appeal their suspension to the Liquor

Commission. If the Licensee still feels like they have not been represented adequately, they may appeal it to the entire Ford County Board.

The County Board shall be the final say in this decision. The County cannot be charged for loss of sales in the situation, no matter the outcome. The individual licensee has the right to appeal the decisions of the local Liquor Control Commission under 235 ILCS 5/7-9.

It will be the Licensee's responsibility to check with the Ford County Health Department to ensure any type of license or inspections that are required, are complied with.

No one under the age of 18 shall be allowed to serve alcohol. People who do serve alcohol shall be Bassett trained and Certified.

All licensees shall state thereon the fact that it is a retail license for the sale of liquor, the name of the licensee, and the address and description of the premises for which it is granted, the date of its issuance, and expiration, and shall be duly attested by the Liquor Commissioner.

The initial (first time) liquor license and its endorsements need to be approved by the County Liquor Commission. Before a license can be renewed to the initial license issued, the fee of the total license and any endorsements must be paid to the County. Endorsements cannot be added later in the year. They can only be added to a license at the time of renewal or initial application.

If for some reason the Liquor Commission denies the renewal of an annual Liquor License on December 1, the owner of the establishment or his representative may appeal it to the entire County Board. Their decision is final and appealable.

SECTION 2. DEFINITIONS

(see section 5 for LICENSE ENDORSEMENT DEFINITIONS)

(1) Act: The Illinois Liquor Control Act of 1934, as amended (235ILCS 5/1-1 et seq.)

(2) Alcoholic Liquor: " includes alcohol, spirits, wine and beer, and every liquid or solid, patented or not, containing alcohol, spirits, wine or beer, and capable of being consumed as a beverage by a human being.

(3) Club: A corporation organized under the laws of this State, not for pecuniary profit, solely for the promotion of some common object other than the sale or consumption of alcohol liquors, kept, used and maintained by its members through the payment of annual dues, and owning, hiring or leasing a building or space in a building, of such extent and character as may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests and provided with suitable and adequate kitchen and dining room space and equipment and maintaining a sufficient number of servers and employees for cooking, preparing and servicing food and meals for its members and their guests; provided, that such a club files with the Commission at the time of its application for a license under this ordinance that its affairs and management are conducted by a board of directors, executive committee, or similar body chosen by the directors, executive committee, or similar body chosen by the members at their annual meeting and that no member or any officer, agent or employee of the club is paid, or directly or indirectly receives, in the form of salary or other compensation, any profits from the distribution or sale of alcoholic liquor to the club or the members of the club or its guests introduced by members beyond the amount of such salary as may be fixed and voted at any annual meeting by the members or by its board of directors or other governmental body out of the general revenue of the club.

(4) Commissioner: The Chairman of the Board of Ford County

(5) Convenience store: Any public place kept, used maintained, advertised and held out to the public as a place at which the primary purpose is to offer gasoline and/or limited groceries and sundries for sale, the retail sale of alcoholic liquors being incidental thereto.

(6) Liquor Control Commission: Will consist of five(5) members from the County Board (two (2) from each district appointed by the Liquor

Commissioner)of which includes the Chairman of the County Board and the currently Elected Sheriff (1) equals 7 members total.

(7) Person: Any natural person, firm, partnership, association or corporation.

(8) On-Premises Sales: Direct consumer sales for consumption on the premises of an establishment.

(9) Off-Premises Sales: Sales of products such as wine, spirit, or beer sales that happen at retail locations for the consumption at another location, such as one's home. These products must be sold to a customer in packages sealed by the manufacturer.

(10) Restaurant: Any public place kept, used, maintained, advertised and held out to the public as a place where meals are served, and where meals are actually and regularly served, without sleeping accommodations, such space being provided with adequate and sanitary kitchen and dining room equipment and capacity and having employed therein a sufficient number and kind of employees to prepare, cook and serve suitable food for its guests and falls under the inspection of the County Health Department.

(11) Retailer: A person who sells or offers for sale alcoholic liquor for use or consumption and not for resale in any form.

(12) Retail Sale: A sale for use of or consumption and not for resale in any form.

(13) Sale: Any transfer, exchange , delivery or barter in any manner, or by any means whatsoever, including a transfer of alcoholic liquors by and through a transfer or negotiation of warehouse receipts or certificates, and includes and means all sales made by any person, whether principal, proprietor, agent, servant or employee. The term "sale" includes any license to an importing distributor's license even if both licenses are held by the same person.

(14) State Commission (ILCC) The Illinois Liquor Control Commission as created in 235ILCS 5/3-1 and/or otherwise provided for.

(15) Tampered Liquor is any liquor found to laced or infused with illegal drug or unknown manmade substance is not covered under a Ford County Liquor License and may be grounds for criminal action

(16) See Section V for licenses (endorsements) with definitions and fees.

SECTION 3. LIQUOR CONTROL COMMISSION

The Chairman of the Ford County Board of Ford County, Illinois, as determined by that body in the manner provided by law, shall be, that person hereby designated as the Liquor Commissioner of said County for the territory outside the limits of any city or incorporated town in said Ford County, Illinois, and they shall be charged with the administration in such jurisdiction of the appropriate provisions of said Act of the General Assembly and of this Ordinance, and for those purposes shall possess the authority and perform the duties imposed on them by law with respect to said office, in the manner provided by law 235 ILCS 5/7-5 should the situation warrant such action. If the Chairman of the County Board is unavailable, then the Vice Chairman of the County Board shall act as the Liquor Control Commissioner, and shall act as such in and for that area in the County of Ford, State of Illinois, which is not within the limits of any city, incorporated town or village. If the Vice Chairman of the County is unavailable, the Sherriff of Ford County shall act as the Liquor Commissioner, and shall act as such in and for that area in the County of Ford, State of Illinois, which is not within the limits of any city, incorporated town or village.

SECTION 4. LICENSE REQUIRED

No person, firm, partnership, association or corporation shall act as a retailer of alcoholic liquor or engage in a business selling, offering for sale, or keeping with an intention of selling for use or consumption and not for resale or providing for consumption by the public alcoholic liquors in the territory outside the limits of any city or incorporated municipality in Ford County, Illinois without first securing and having a valid license issued by the Liquor Commission of said County.

No person shall manufacture, bottle, sell, barter, transport, deliver, furnish with or without cost or possess any alcoholic liquor for beverage purposes, except for personal use as specifically in the Act and/or this Ordinance.

No person shall manufacture, transport, deliver, furnish, rectify any alcoholic liquor, without first obtaining Federal Permits such as Distilled Spirit Plant (DSP) and show proof of obtainment.

SECTION 5. LICENSE ENDORSEMENT —FEES AND DEFINITIONS

The County Board shall have powers to grant liquor licenses with the prior authorization of the Liquor Commission for the selling of retail alcoholic liquor. The Liquor Ordinance shall allow the licensee to sell and offer for retail sale, on the premises specified in such license, alcoholic liquor for use or consumption, but not for resale in any form.

The County has set a cap of limited liquor licenses per licensed category. If one of the current license holders decides not to renew, then the Liquor Commissioner or Elected Sheriff may suspend the Liquor license until another applicant is chosen who meets the criteria. Any change in the number of licenses will require County Board approval. An applicant for a Liquor License shall have no grounds for grievance if a license is awarded to another applicant.

A. Retailer's License: Fee \$500 annual

A Retailer's Liquor License shall allow the licensee to sell and offer for sale at retail, only at the premises specified in such license, alcoholic liquor for use or consumption, but not for resale in any form; provided that any retail liquor license issued to a manufacturer shall only permit such manufacturer to sell alcoholic beverages at retail on the premises actually occupied by such manufacturer [235ILCS 5/5-1(d)], the only exception being a wine-maker's retail license—2nd location [235 ILCS 5/5-1(i)]. All applicants for licensing as a liquor retailer must complete this application. Respond to all questions on the application and furnish all required supporting documents. Failure to do so will result in the rejection of the application and non-issuance of a state liquor license. The county sets a cap of one (1) license per district.

B. Special Use Permit: Fee \$50 per event

The Special Use Permit Liquor License shall allow an Illinois licensed liquor retailer to transfer a portion of its alcoholic liquor inventory from its licensed retail premises to a designated site for a special event.

C. Special Retailer Liquor Application

i. Brew Pub: \$50 annual (Manufacturer License required in addition) A “brew pub” means a person who manufactures no more than 155,000 gallons (5,000 barrels) per year only at a designated licensed location, to make sales to importing distributors, distributors, and to non-licensees for use and consumption only, who stores beer at the designated location and who is allowed to sell at retail from the licensed location, provided that a brew pub licensee shall not sell for off-location consumption more than 155,000 gallons (5,000 barrels) per year (235 ILCS 5/1-3.33). The county sets a cap of one (1) license per district.

ii. Distilling Pub: \$50 annual (Manufacturer License required in addition) A “distilling pub” license shall allow the licensee to only (i) manufacture up to 5,000 gallons of spirits per year only on the premises specified in the license, (ii) make sales of the spirits manufactured on the premises or, with the approval of the State Commission, spirits manufactured on another distilling pub licensed premises that is wholly owned and operated by the same licensee to importing distributors and distributors and to non licensees for use and consumption, (iii) store the spirits upon the premises, (iv) sell and offer for sale at retail from the licensed premises for off premises consumption no more than 5,000 gallons per year so long as such sales are only made in-person, (v) sell and offer for sale at retail for use and consumption on the premises specified in the license any form of alcoholic liquor purchased from a licensed distributor or importing distributor, and (vi) with the prior approval of the State Commission, annually transfer no more than 5,000 gallons of spirits manufactured on the premises to a licensed distilling pub wholly owned and operated by the same licensee. The county sets a cap of one (1) license per district.

iii. Caterer Retailer: \$50 annual (Manufacturer or Retail License required in addition) A “caterer retailer” means a person who serves alcoholic liquors for consumption, either on-site or off-site, whether the location is licensed or unlicensed. A Caterer Retailer license must be connected to an established manufacturer, retailer, rectifier, or distributor.

iv. Wine Maker Retailer: Fee \$100 annual (Manufacturer License required in addition) A wine-maker's retail license shall allow the licensee to sell and offer for sale at retail in the location specified on the license not more than 50,000 gallons of wine per year for use or consumption, but not for resale in any form. This license shall be issued only to a person licensed as a first-class or second-class wine-maker. A wine-maker's retail licensee, upon receiving permission from the Commission, may conduct business at a second location that is separate from the location specified in its wine-maker's retail license. The county sets a cap of one (1) license per district.

D. Homebrewer Special Event: \$50 per event

"Homemade brewed beverage" means beer or any other beverage obtained by the alcoholic fermentation of an infusion or concoction of grains, sugars, or both in water and includes, but is not limited to, beer, mead, and cider made by a person 21 years of age or older, through his or her own efforts, fermented at his or her place of residence, fermented at another place of residence of a homemade brewed beverage brewer, or fermented at a premises of a commercial enterprise that is engaged primarily in selling supplies and equipment for use by home brewers and not for a commercial purpose but for consumption by that person or his or her family, neighbors, guests, and friends or for use at an exhibition, demonstration, judging, tasting, or sampling with sampling sizes as authorized by Section 6-31 of the Illinois Liquor Control Act or as part of a contest or competition authorized by Section 6-36 of this Act.

E. Distributor License: Fee \$750 annual

A distributor license, granted pursuant to the Illinois Liquor Control Act, permits an entity other than a manufacturer, non-resident dealer, or retailer to purchase, store, possess, or warehouse any alcoholic liquors for resale or reselling at wholesale whether within or without Illinois. The county sets a cap of one (1) license per County.

An Importing Distributor's License, granted pursuant to the Illinois Liquor Control Act, permits an already licensed Illinois distributor to import into this state, from any point in the United States outside of Illinois, from an Illinois-

licensed, non-resident dealer or foreign importer, whether for itself or another, any alcoholic liquors for sale or resale, or for use in the manufacture, preparation or compounding of products other than alcoholic liquors, or for importing more than one gallon of such liquors from any point in the United States outside of Illinois for consumption in any one calendar year. A licensed importing distributor may purchase alcoholic liquor in barrels, casks or other bulk containers, and the bottling of such alcoholic liquors before resale thereof, but all bottles or containers so filled shall be sealed, labeled, stamped and otherwise made to comply with all provisions, rules and regulations governing manufacturers in the preparation and bottling of alcoholic liquors.

A foreign importer's license, granted pursuant to the Illinois Liquor Control Act, permits an already-licensed Illinois distributor to import into Illinois from any point outside of the United States, any alcoholic liquors other than bulk, for sale to a licensed importing distributor. A foreign importer shall not hold a non-resident dealer license. A foreign importer shall be required to purchase alcoholic liquor from a non-resident dealer within the United States or any other person located outside the United States.

F. Wine Shipper's License: Fee \$350 annual

A Winery Shipper's License allows a person with 1) a first-class or second-class wine manufacturer's license; 2) a first-class or second-class wine-maker's license; or 3) a limited wine manufacturer's license or who is licensed to make wine under the laws of another state, to ship wine made by that licensee directly to a resident of Illinois, who is 21 years of age or older, for that resident's personal use and not for resale. The county sets a cap of one (1) license per district.

G. Broker's License: Fee \$500 annual

"Broker" means (i) a person who solicits orders for or offers to sell or supply alcoholic liquors to retailers for a fee or commission, for or on behalf of a person authorized to manufacture or sell at wholesale alcoholic liquors within or without the state, or (ii) a person within this state, other than a retail licensee, who, for a fee or commission, promotes, solicits, or accepts orders for alcoholic liquor, for use or consumption and not for resale, to be shipped from

this state and delivered to residents outside of this state by an express company, common carrier, or contract carrier. The county sets a cap of one (1) license per county.

H. Non-Beverage User License: Fee broken out by class

A non-beverage user's license shall allow the licensee to purchase alcoholic liquor from a licensed manufacturer or importing distributor, without the imposition of any tax upon the business of such licensed manufacturer or importing distributor as to such alcoholic liquor to be used by such licensee solely for the non-beverage purposes set forth in Section 8-1 of the Illinois Liquor Control Act, and such licenses shall be divided and classified and shall permit the purchase, possession and use of limited and stated quantities of alcoholic liquor. The county sets a cap of one (1) license per district per class.

- i. CLASS 1 - Not to exceed 500 Gal \$24.00
- ii. CLASS 2 - Not to exceed 1,000 Gal \$60.00
- iii. CLASS 3 - Not to exceed 5,000 Gal \$120.00
- iv. CLASS 4 - Not to exceed 10,000 Gal \$240.00
- v. CLASS 5 - Not to exceed 50,000 Gal \$600.00

I. Tasting Representative: Fee \$50 annual.

“Tasting” means a supervised presentation of alcoholic products to the public at an off- premises licensed retailer for the purpose of disseminating product information and education, with consumption of alcoholic products being an incidental part thereof. Only products registered with the Illinois Liquor Control Commission may be tasted in the following amounts: Distilled Spirits - 1/4 oz., Wine - 1oz., and Beer

- 2oz.; notice of the tasting may be given. A tasting must be done by a licensee and/or a registered tasting representative in accordance with Section 100.40 of the Illinois Liquor Control Commission Rules. The county sets a cap of one (1) license per district.

J. Special Event Retailer: Fee \$25 per day OR \$50 for 3 day event OR \$200 from 4-15 day event.

A Special Event Retailer's License shall permit the licensee to purchase alcoholic liquors from an Illinois licensed distributor and shall allow the licensee to sell and offer for sale, at retail, alcoholic liquors for use or consumption, but not for resale in any form, and only at the location and on the specific date(s) designated for the special event on the license. An "event" can be defined as a single theme. A Special Event Retailer's License must be obtained for each single theme per location with a maximum duration of 15 days. All are required to secure a license for each 15-day increment and each special "event".

K. Warehouse License: Fee \$50 annual per Federally bonded site

A brewer warehouse permit may be issued to the holder of a class 1 brewer license or a class 2 brewer license. If the holder of the permit is a class 1 brewer licensee, the brewer warehouse permit shall allow the holder to store or warehouse up to 930,000 gallons of tax-determined beer manufactured by the holder of the permit at the premises specified on the permit. If the holder of the permit is a class 2 Brewer licensee, the brewer warehouse permit shall allow the holder to store or warehouse up to 3,720,000 gallons of tax-determined beer manufactured by the holder of the permit at the premises specified on the permit. Sales to non-licensees are prohibited at the premises specified in the brewer warehouse permit.

A craft distiller warehouse permit may be issued to the holder of a class 1 craft distiller or class 2 craft distiller license. The craft distiller warehouse permit shall allow the holder to store or warehouse up to 500,000 gallons of spirits manufactured by the holder of the permit at the premises specified on the permit. Sales to non-licensees are prohibited at the premises specified in the craft distiller warehouse permit.

L. Brewery License (Class 1,2,3): Fee \$100 annual (Manufacturer License required in addition) The county sets a cap of one (1) license per district per Class.

i. Class 1: SUMMARY: • 930,000 gallons (30,000 barrels) production limit • Self- distribution eligible • May not hold a Brew Pub License
DEFINITION: A “Class 1 Brewer” is a licensed brewer or licensed non-resident dealer who manufactures not more than 930,000 gallons (30,000 barrels) of beer per year and is not a member of, or affiliated with - directly or indirectly - a manufacturer that produces more than 930,000 gallons (30,000 barrels) of beer or any other alcoholic liquor per year. A Class 1 Brewer may make sales and deliveries to distributors and importing distributors. A Class 1 Brewer may make application to the Commission for a self-distribution exemption to allow the sale of not more than 232,500 gallons (7,500 barrels) of the exemption holder’s beer to retailers annually [235 ILCS 5/3-12(18)(a) of the Liquor Control Act].

ii. Class 2: SUMMARY: • 3,720,000 gallons (120,000 barrels) production limit • Not eligible to self-distribute • May transfer to commonly-owned Class 2 brewer locations up to 3,720,000 gallons (120,000 barrels) of manufactured beer • May hold no more than three (3) Brew Pub Licenses
DEFINITION: A Class 2 Brewer is a licensed brewer or licensed non-resident dealer, who is not a Class 1 Brewer, who manufactures up to 3,720,000 gallons (120,000 barrels) of beer per year provided that the Class 2 Brewer licensee is not a member of, or affiliated with - directly or indirectly - a manufacturer that produces more than 3,720,000 gallons (120,000 barrels) of beer per year or any other alcoholic liquor. A Class 2 Brewer licensee may make sales and deliveries to distributors and importing distributors but shall not make sales or deliveries to any other licensee. If the Commission provides prior approval, a Class 2 Brewer licensee may annually transfer up to 3,720,000 gallons (120,000 barrels) of beer manufactured by that Class 2 Brewer licensee to the premises of a licensed Class 2 Brewer wholly owned and operated by the same licensee [235 ILCS 5/3-12(18)(a) of the Liquor Control Act].

iii. Class 3: SUMMARY: • 155,000 gallons (5,000 barrels) at any single brewery premises (production limit) and no more than 465,000 gallons (15,000 barrels) of beer in the aggregate (production limit) • Self- distribution eligible • May transfer up to 155,000 gallons of beer manufactured by that Class 3 brewer to the premises of a licensed Class 3 brewer wholly owned and

operated by the same licensee • Permitted to sell on licensed premises to non-licensees for on or off premise consumption beer manufactured by the Class 3 brewer on the premises, beer manufactured by any other brewer, Class 1 brewer, Class 2 brewer, or Class 3 brewer, and cider, wine and spirits.

DEFINITION: A class 3 brewer license, which may be issued to a brewer or a non-resident dealer, shall allow the manufacture of no more than 465,000 gallons of beer per year and no more than 155,000 gallons at a single brewery premises, and shall allow the sale of no more than 6,200 gallons of beer from each in-state or out-of-state class 3 brewery premises, or 18,600 gallons in the aggregate, to retail licensees, class 1 brewers, class 2 brewers, and class 3 brewers as long as the class 3 brewer licensee does not manufacture more than a combined 465,000 gallons of beer per year and is not a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 465,000 gallons of beer per year to make sales to importing distributors, distributors, retail licensees, brewers, class 1 brewers, class 2 brewers, and class 3 brewers in accordance with the conditions set forth in paragraph (20) of subsection (a) of Section 3-12. [235 ILCS 5/3- 12(20)(a) of the Liquor Control Act] Any brewer or non-resident dealer which holds self-distribution privileges pursuant to a Class 1 brewer license or a Class 3 Brewer license under this act shall deliver beer to any retailer in the brewer's wholly owned or leased vehicles or through a freight forwarding service, excluding common carriers such as Federal Express, United Parcel Service, or similar common carriers, and shall provide services to the retailer upon the request of the retailer if such services are permitted under this Act and the rules of the Commission.

M. Craft Distiller (Class 1& 2): Fee \$100 annual (Manufacturer License required in addition) The County sets a cap of one (1) license per District per Class.

i. Class 1: SUMMARY: • 50,000 gallons production limit • Self-distribution eligible • May not hold a Distilling Pub License CLASS 1 CRAFT DISTILLER'S LICENSE FEE: \$75.00 DEFINITION: A class 1 craft distiller license, which may only be issued to a licensed craft distiller or licensed non-resident dealer, shall allow the manufacture of up to 50,000 gallons of spirits

per year provided that the class 1 craft distiller licensee does not manufacture more than a combined 50,000 gallons of spirits per year and is not a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 50,000 gallons of spirits per year. If a class 1 craft distiller manufactures beer, it shall also obtain and shall only be eligible for, in addition to any current license, a class 1 brewer license, shall not manufacture more than 930,000 gallons of beer per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 930,000 gallons of beer per year. If a class 1 craft distiller manufactures wine, it shall also obtain and shall only be eligible for, in addition to any current license, a first-class wine-manufacturer license or a first-class wine-maker's license, shall not manufacture more than 50,000 gallons of wine per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 50,000 gallons of wine per year. A class 1 craft distiller licensee may make sales and deliveries to importing distributors and distributors and to retail licensees in accordance with the conditions set forth in paragraph (19) of subsection (a) of Section 3-12 of this Act. However, the aggregate amount of spirits sold to non-licensees and sold or delivered to retail licensees may not exceed 5,000 gallons per year. A class 1 craft distiller licensee may sell up to 5,000 gallons of such spirits to non-licensees to the extent permitted by any exemption approved by the State Commission pursuant to Section 6-4 of this Act. A class 1 craft distiller license holder may store such spirits at a non-contiguous licensed location, but at no time shall a class 1 craft distiller license holder directly or indirectly produce in the aggregate more than 50,000 gallons of spirits per year. A class 1 craft distiller licensee may hold more than one class 1 craft distiller's license.

However, a class 1 craft distiller that holds more than one class 1 craft distiller license shall not manufacture, in the aggregate, more than 50,000 gallons of spirits by distillation per year and shall not sell, in the aggregate, more than 5,000 gallons of such spirits to non-licensees in accordance with an exempt.

ii. Class 2: Summary • 100,000 gallons production limit • Not eligible to self-distribute • May transfer to commonly-owned Class 2 Craft Distiller's locations up to 100,000 gallons of manufactured distilled spirits • May hold no

more than three (3) Distilling Pub Licenses SUMMARY: DEFINITION: A class 2 craft distiller license, which may only be issued to a licensed craft distiller or licensed non- resident dealer, shall allow the manufacture of up to 100,000 gallons of spirits per year provided that the class 2 craft distiller licensee does not manufacture more than a combined 100,000 gallons of spirits per year and is not a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 100,000 gallons of spirits per year. If a class 2 craft distiller manufactures beer, it shall also obtain and shall only be eligible for, in addition to any current license, a class 2 brewer license, shall not manufacture more than 3,720,000 gallons of beer per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 3,720,000 gallons of beer per year. If a class 2 craft distiller manufactures wine, it shall also obtain and shall only be eligible for, in addition to any current license, a second-class wine- maker's license, shall not manufacture more than 150,000 gallons of wine per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 150,000 gallons of wine per year. A class 2 craft distiller licensee may make sales and deliveries to importing distributors and distributors but shall not make sales or deliveries to any other licensee. If the State Commission provides prior approval, a class 2 craft distiller licensee may annually transfer up to 100,000 gallons of spirits manufactured by that class 2 craft distiller licensee to the premises of a licensed class 2 craft distiller wholly owned and operated by the same licensee. A class 2 craft distiller may transfer spirits to a distilling pub wholly owned and operated by the class 2 craft distiller subject to the following limitations and restrictions: (i) the transfer shall not annually exceed more than 5,000 gallons; (ii) the annual amount transferred shall reduce the distilling pub's annual permitted production limit; (iii) all spirits transferred shall be subject to Article VIII of this Act; (iv) a written record shall be maintained by the distiller and distilling pub specifying the amount, date of delivery, and receipt of the product by the distilling pub; and (v) the distilling pub shall be located no farther than 80 miles from the class 2 craft distiller's licensed location. A class 2 craft distiller shall, prior to transferring spirits to a distilling pub wholly owned by the class 2 craft distiller, furnish a written notice to the State Commission of intent to transfer spirits setting

forth the name and address of the distilling pub and shall annually submit to the State Commission a verified report identifying the total gallons of spirits transferred to the distilling pub wholly owned by the class 2 craft distiller. A class 2 craft distiller license holder may store such spirits at a non-contiguous licensed location, but at no time shall a class 2 craft distiller license holder directly or indirectly produce in the aggregate more than 100,000 gallons of spirits per year. [235 ILCS 5/3-12(19)(a) of the Liquor Control Act].

N. Manufacture: Fee \$750 annual

A manufacturer is every brewer, fermenter, distiller, rectifier, wine maker, blender, processor, bottler or person who fills or refills an original package, whether for himself or for another, and others engaged in brewing, fermenting, distilling, rectifying or bottling alcoholic liquors as above defined. To manufacture means to distill, rectify, ferment, brew, make, mix, concoct, process, blend, bottle or fill an original package with an alcoholic liquor, whether for oneself or for another, and includes blending but does not include the mixing or other preparation of drinks for serving by those persons authorized and permitted in this Act to serve drinks for consumption on the premises where sold. All containers or packages of blended alcoholic liquors shall have affixed thereto a label setting forth and stating clearly the names of all ingredients which the blended alcoholic liquors offered for sale shall contain. The County sets a cap of twelve (12) licenses per District.

i. Distiller: A Distiller is a person who distills, ferments, brews, makes, mixes, concocts, processes, blends, bottles or fills an original package with any alcoholic liquor. A distiller may make sales and deliveries of alcoholic liquor to distillers, rectifiers, importing distributors, distributors, and non-beverage users and to no other licensees. This includes a manufacturer of wine but does not include a manufacturer of beer or bottler of wine.

ii. Rectifier: A Rectifier is any person who rectifies, ferments, brews, makes, mixes, concocts, processes, blends, bottles or fills an original package with any alcoholic liquor, other than by original or continuous distillation.

iii. Brewer: A Brewer may make sales and deliveries of beer to importing distributors and distributors and may make sales as authorized under subsection (e) of Section 6-4 of this Act, including any alcoholic liquor that subsection (e) of Section 6-4 authorizes a brewer to sell in its original package only to a non- licensee for pick-up by a non-licensee either within the interior of the brewery premises or at outside of the brewery premises at a curb-side or parking lot adjacent to the brewery premises, subject to any local ordinance.

iv. First Class Wine Manufacturer: A first class wine-manufacturer may make sales and deliveries of up to 50,000 gallons of wine to manufacturers, importing distributors and distributors, and to no other licensees. If a first-class wine- manufacturer manufactures beer, it shall also obtain and shall only be eligible for, in addition to any current license, a class 1 brewer license, shall not manufacture more than 930,000 gallons of beer per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 930,000 gallons of beer per year. If the first-class wine- manufacturer manufactures spirits, it shall also obtain and shall only be eligible for, in addition to any current license, a class 1 craft distiller license, shall not manufacture more than 50,000 gallons of spirits per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 50,000 gallons of spirits per year. A first-class wine-manufacturer shall be permitted to sell wine manufactured at the first-class wine-manufacturer premises to non- licensees.

v. Second Class Wine Manufacturer: A wine-manufacturer means a person who is engaged in the manufacture of wine. A second-class wine-manufacturer may make sales and deliveries of more than 50,000 gallons of wine to manufacturers, importing distributors and distributors and to no other licensees.

vi. First Class Wine Maker: A first-class wine-maker's license shall allow the manufacture of up to 50,000 gallons of wine per year, and the storage and sale of such wine to distributors in the State and to persons without the State, as may be permitted by law. If a first-class winemaker

manufactures beer, it shall also obtain and shall only be eligible for, in addition to any current license, a class 1 brewer license, shall not manufacture more than 930,000 gallons of beer per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 930,000 gallons of beer per year. If the first-class winemaker manufactures spirits, it shall also obtain and shall only be eligible for, in addition to any current license, a class 1 craft distiller license, shall not manufacture more than 50,000 gallons of spirits per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 50,000 gallons of spirits per year. A first-class winemaker holding a class 1 brewer license or a class 1 craft distiller license shall not be eligible for a wine-maker's premises license but shall be permitted to sell wine manufactured at the first-class wine-maker premises to non licensees.

vii. Second Class Wine Maker: A second-class wine-maker's license shall allow the manufacture of up to 150,000 gallons of wine per year, and the storage and sale of such wine to distributors in this State and to persons without the State, as may be permitted by law. If a second-class winemaker manufactures beer, it shall also obtain and shall only be eligible for, in addition to any current license, a class 2 brewer license, shall not manufacture more than 3,720,000 gallons of beer per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 3,720,000 gallons of beer per year. If a second-class wine-maker manufactures spirits, it shall also obtain and shall only be eligible for, in addition to any current license, a class 2 craft distiller license, shall not manufacture more than 100,000 gallons of spirits per year, and shall not be a member of or affiliated with, directly or indirectly, a manufacturer that produces more than 100,000 gallons of spirits per year.

viii. Limited Wine Manufacturer: A limited wine-manufacturer may make sales and deliveries not to exceed 40,000 gallons of wine per year to distributors and to non licensees in accordance with the provisions of the Illinois Liquor Control Act. A limited wine manufacturer uses only grapes, berries, other fruits, fruit products, honey and vegetables produced or grown in Illinois, except as defined in the Illinois Liquor Control Act, Section 5/1-

3.31.

ix. Craft Distiller: A craft distiller license shall allow the craft distiller to apply for either a Class 1 Craft Distiller License or a Class 2 Craft Distiller License, but not both.

O. Club License: Fee \$200 annual

Private clubs, including private entities, shall have the right to sell, at retail for consumption on the premises only, to authorized members and guests of said private entities. The County sets a cap of one (1) license per District.

SECTION 6. PERSONS/ENTITIES INELIGIBLE TO RECEIVE LICENSE

No license of any kind issued by the Ford County Board shall be issued to:

- (1) A person who is not a citizen of the United States.
- (2) A person who has been convicted of a felony under any Federal or State law, if the Commissioner determines, after investigation, that such person has not been sufficiently rehabilitated to warrant the public trust. Burden of proof to show sufficient rehabilitation shall be on the applicant.
- (3) A person who has been convicted of being the keeper or is keeping a house of prostitution and/or gambling.
- (4) A person who has been convicted of pandering or other crime or misdemeanor opposed to decency and morality.
- (5) A person whose license issued under this Ordinance, or the Act has been revoked or suspended for cause unless approved unanimously by the Ford County Liquor Commission
- (6) A partnership, if any general partner thereof, or limited partner thereof owning more than five percent (5%) of the aggregate partner interest in such partnership would not be eligible to receive a license hereunder, for any reason other than citizenship and residence within the County of Ford.
- (7) Corporation, if any officer, manager or director thereof; or any stockholders owning in aggregate more than five percent (5%) of the stock of

such corporation, would not be eligible to receive a license hereunder, for any reason other than citizenship and residence with the County of Ford.

(8) A Corporation unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the "Business Corporation Act of 1983" (805 ILCS 5/101 et seq).

(9) A person whose place of business is conducted by a manager or agent unless the manager/agent resides in Ford County and the manager or agent possess the same qualifications required by the licensee.

(10) A person who has been convicted of a violation of any Federal or State law concerning manufacture, possession or sale of alcoholic liquor or has forfeited his/her bond to appear in court to answer questions for any such violation.

(11) A person or applicant who neither beneficially owns or leases for the full license from the premises for which the license is issued. No Ford County Liquor Control Commission member shall be interested directly in manufacture, sale or distribution of alcoholic liquor, except that license may be granted to such official, whose premises are not located within the territory subject to the jurisdiction of that official if the issuance of such a license is approved by the State Liquor Control Commission

(12) A person who is neither an owner nor a beneficial owner or an employee of the business to be operated by the licensee.

(13) A person who has been convicted of a gambling offense as prescribed by any kind of subsections (a) (3) through (a) (10) or section 28-1; or as prescribed by section 28-3 of the "Criminal Code of 1961" approved July 28, 1961, as heretofore amended (720 ILCS 5/28- 1, 5/28-3) or as prescribed by a statute or replaced by any kind of the aforesaid statutory provisions.

(14) A person to whom a Federal Wagering Stamp has been issued by the Federal Government for the current tax period

(15) A partnership to which a Federal Wagering Stamp has been issued by the Federal Government for the current tax period, or if any of the partners

have been issued a Federal Gambling device stamp or Federal Wagering Stamp by the Federal Government for the current tax period.

(16) A corporation, if any officer, manager or direct thereof; or any stockholder owning in an aggregate more than twenty percent (20%) of such corporation's stock has been issued a Federal Wagering Stamp for the current tax period

(17) Any premises for which a Federal Wagering Stamp has been issued by the Federal Government for the current tax period

(18) Any person or entity indebted for any delinquent real estate or personal property taxes, Retailers Occupation (sales) taxes debt or other financial obligation to the County of Ford

(19) Any person or entity not able to provide a Certificate of Insurance that shows currently in force Liquor Law liability (Dram Shop) insurance

(20) For any other reason as outlined in the Act or voted on by The Ford County Commission.

If any of the foregoing grounds for ineligibility for a license is found by a court to be contrary to or not authorized by the state law, such ground(s) shall not apply.

SECTION 7. FORM OF LICENSE ISSUED

(1) An applicant for a retail license shall submit to the liquor control commissioner an application, in writing, under oath and in duplicate, which shall be in the same form and content required to be filed with the Liquor Control Commissioner of the State of Illinois, setting forth, in detail, all information and statements required by Section I of Article 7 of said, Act "Relating to Alcoholic Liquors".

(2) One copy of such application shall be filed with the County Clerk of said county, and the other copy shall be retained by the Ford County Liquor Control Commissioner.

(3) No applicant for a liquor license shall be eligible to receive the same unless he possesses the qualifications required by law for that particular state liquor license; and if it appears from such application, or said Liquor Commissioner shall otherwise ascertain, that the applicant is not a suitable person to conduct such business, they shall reject said application, and order the refund of such license fee to be paid to said applicant, minus any expenses incurred by the County which refund shall be made by the County Treasurer in the manner provided by law.

(4) The Liquor Control Commissioner may revoke any license issued by the County Board if they determine that the licensee has violated any of the provisions of said "Act Relating to Alcoholic Liquors", or of this Resolution, or any applicable rule or regulation established or promulgated by the Liquor Control Commissioner not consistent with the law.

(5) All proceedings for the revocation of a license shall be before the County Liquor Control Commission and shall be conducted and determined in the manner provided by law. Whenever any license shall have been revoked by said liquor control commissioner, the licensee, his or her agents, servants and employees shall immediately cease or discontinue the conduct of such business in the premises described in said license.

(6) The license renewal date will not change because of a suspension or revocation. If the licensee does not agree with the suspension, they may appeal to the Liquor Control Commission and ultimately, the entire County Board, in the event of a violation of any of the regulations imposed herein are not addressed. Any lost income due to the suspension of a license cannot be charged to the County under any circumstances, whether the licensee is successful or not.

SECTION 8. DISPLAY OF LICENSE

The licensee shall cause his license and each endorsement issued under the provisions of their Ordinance to be framed and hung in plain view in a conspicuous place on the licensed premises. All licenses shall comply with the State mandated display of warning signs as cited in the Act.

SECTION 9. PRIVILEGE GRANTED BY LICENSE- NATURE AS PROPERTY- EXPIRATION OF LICENSE-NOT LIABLE TO ATTACHMENT, GARNISHMENT OR EXECUTION- TRANSFERABILITY

A license shall be purely a personal privilege and shall expire on November 30th and renew December 1st following the date of issuance, unless revoked earlier as provided in this Ordinance.

(1) No license shall subject to attachment, garnishment or execution, nor shall it be alienable or transferable voluntarily or involuntarily and shall not descend by the laws of testate or intestate devolution, but it shall cease upon death of the licensee. Provided always, that the executor or administrator of any deceased licensee, and the trustee of any insolvent or bankrupt licensee, when such estate consists in part of alcoholic liquor, may continue the business of the sale of said alcoholic liquor under order of the appropriate court, and may exercise the privileges of the deceased, or insolvent bankrupt licensee after the death of such decedent or such insolvency or bankruptcy until the expiration of such license, but not longer than six (6) months therefrom; nor shall any part of such license fee be refunded because of the discontinuance of the business.

SECTION 10. RENEWAL OF LICENSE

(1) All licenses shall be renewed annually on December 1st of each year. Applications for renewal must be submitted to the liquor control commissioner by the 1st day of November of the same year under consideration for the County Board to vote on. All new applications must be submitted 30 days prior to issuance of license and must include on the application all stockholders, their % of holdings in the corporation. Renewal of licensure shall be submitted 1 week prior to issuance of license. All out-of-State corporations must be registered with the Secretary of State prior to applying for an Illinois Liquor License.

When a simple annual renewal is needed and no infractions have taken place over the past year, the liquor commission may approve the renewal.

Any licensee may renew his license at the expiration thereof, provided they are qualified to receive a license and the premise for which such renewal license is sought for such purpose; and provided further that the renewal

privilege herein provided for shall not be construed as a vested right which shall in any case prevent the County Board for Ford County from decreasing the number of licenses to be issued within County of Ford.

(2) Any license issued to a corporation for profit shall terminate upon transfer of a majority of ownership of the corporation to another individual unless said individual continues to meet the Ford County Ordinance requirements.

(3) Whenever a non-corporate licensee under this Ordinance forms a corporation to operate in lieu of said licensee, an application and transfer filling fee is required. The said Corporation must follow all rules previously outlined in this ordinance.

(4) Failure to apply for renewal of a liquor license and to accompany such renewal application with the corresponding fee will be considered by the Liquor Committee a decision not to renew.

SECTION 11. SALES

No licensee, nor officer, associate, member, representative, agent or employee of such licensee shall sell, give or deliver alcoholic liquor according to current State of Illinois alcohol law. No person, after purchasing or otherwise obtaining alcoholic liquor, shall sell, give or deliver such alcoholic liquor to another person in accordance with Illinois State alcohol laws. except in the performance of a recognized religious ceremony or service. No person under eighteen (18) years of age, may sell or serve alcoholic liquor.

SECTION 12. SANITARY AND SAFETY CONDITIONS

Failure to conform to the Ford County Health Department Ordinance or violation of any county and/or State codes may be considered sufficient cause for revocation or suspension of license.

SECTION 13. DISORDERLY CONDUCT NOT TO BE PERMITTED

No licensee under this Ordinance shall permit any disorderly conduct or disturbance of the peace thereon on the premises listed on the liquor license. Failure to control the conduct of patrons on the property may be considered

sufficient cause for revocation or suspension of a license.

SECTION 14. RECORDS OF LICENSES ISSUED

The Commissioner shall cause to keep a public record of all such licenses issued by the County Board or Liquor Committee.

SECTION 15. NUMBER OF LICENSES ISSUED

The Ford County Board has agreed to place a cap on number of licenses issued in Ford County. The cap, according to each license listed in section V is unlimited licenses in the County. Each license may have multiple endorsements for the sale of alcohol

SECTION 16. OPENING AND CLOSING HOURS

The hours of sale of Liquor under this ordinance are 9am to 1am

SECTION 17. REVOCATION OR SUSPENSION OF LOCAL LICENSE

The Liquor Commissioner shall have the authority to suspend or revoke a license pursuant to this ordinance under the following circumstances:

(1) If the Liquor Commissioner has reason to believe that the continued operation of a particular licensee will immediately threaten the welfare of the community, the Liquor Control Commissioner may issue a temporary suspension for the licensed premises to be closed for not more than seven (7) days upon the written issuance of a written order stating the reason for the suspension and without notice of hearing to the licensee. The Liquor Commissioner shall have a hearing before the end of the seven (7) day suspension for a license suspension to extend beyond seven (7) days. It should be remembered that possession of a Liquor License and any endorsements corresponding with that License is a privilege and not a right. That privilege can be revoked at any time by violation of the rules of this Ordinance in accordance with 235 ILCS 5/7-5 after said public hearing.

OR

(2) The licensee shall not sell, give or deliver alcoholic beverages in violation of The State Of Illinois Law and Federal Law.

OR

(3) When requested by the liquor Commissioner, the licensee fails to provide the necessary costs and expenses of adequate police protection and supervision of the licensed premises if an event on the licensee's property or place of business dictates that a potential safety situation may exist.

OR

(4) The licensee fails, refuses, or neglects to permit or authorize the Liquor Commissioner, Health Department or anyone representing public safety to have access to the licensee's premises. This includes any law enforcement officer to enter at any time upon the premises licensed hereunder to determine whether not any of the provisions of said "Act Relating to Alcoholic Liquors", or any rules or regulations adopted by the State Liquor Control Commission, or any of the provisions of this Ordinance have been, or are being violated therein and at such a time to examine the premises of the licensee in connection therewith.

SECTION 18. PENALTIES

The Liquor Control Commission may revoke or suspend any Ford County license if it is determined that the licensee has violated any of the provisions of this ordinance or any applicable rules or regulations established by the liquor control commissioner, the Liquor Control Commission, or the State Commission, or any provision of the Liquor Control Act; however, no license shall be suspended or revoked and no license shall be fined except after a public hearing by the liquor control commissioner with a three (3) day written notice to the licensee and affording the licensee an opportunity to appear and defend, except as provided in section 17 (a) of this ordinance which allows for a seven (7) day immediate suspension if the welfare of the community is immediately threatened. In lieu of suspension or revocation, the liquor control commissioner may, at their discretion, levy a fine on the license for such violation. In addition to the suspension, the local liquor control commissioner in any county or municipality may levy a fine on the licensee for such violations. The fine imposed shall not exceed \$1000 for a first violation within a 12-month period, \$1,500 for a second violation within a 12-month period,

and \$2,500 for a third or subsequent violation within a 12-month period. Each day on which a violation continues shall constitute a separate violation. Not more than \$15,000 in fines under this Section may be imposed against any licensee during the period of his license. Proceeds from such fines shall be paid into the general corporate fund of the county or municipal treasury, as the case may be.

SECTION 19. SEVERABILITY CLAUSE

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance.

This Ordinance shall repeal and otherwise supersede all preceding ordinances. ADOPTED AND APPROVED this 8th day of May, 2023 at the regular meeting of the Ford County Board by its Chairman.

Ford County Chairman of the Board
Debbie Smith

ATTESTED _____
Ford County Clerk & Recorder
Amy Frederick



ILLINOIS EMERGENCY MANAGEMENT AGENCY

JB Pritzker
Governor

Alicia Tate-Nadeau
Director

April 17, 2023

Terry Whitebird
Ford County EMA
200 West State Street
Paxton, IL 60957

Dear Terry Whitebird:

IEMA is pleased to announce that your organization has been selected to receive FEMA Hazard Mitigation Program (HMGP) funding under FEMA Disaster Declaration FEMA-DR-4489-IL. The table below lists details of your jurisdiction's award, including amount awarded and the performance period for this grant.

FEMA HMGP-4489-DR-IL

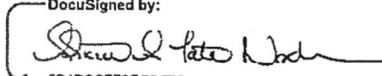
Subrecipient:	Ford County
Application:	<u>HMGP-4489.17-P</u>
Federal Award Amount:	\$46,900.00
Sub-Recipient Management Costs:	\$3,126.67
Period of Performance:	August 21, 2022 through February 1, 2026

This funding is specifically awarded to assist your organization in the creation of a long-term Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000. The Illinois Emergency Management Agency (IEMA) will administer and provide oversight of these awarded funds. An IEMA Hazard Mitigation Disaster Services Planner (DSP) will be assigned to provide further assistance to your organization. The DSP will contact you soon.

While the grant will be administered through the Illinois Emergency Management Agency's Hazard Mitigation Program, quarterly reporting will be required as a condition of the FEMA grant award and reporting process.

Should you have any questions, please do not hesitate to contact the State Hazard Mitigation Officer, Sam Al-Basha, at 217-785-9942 or by email at ema.mitigation@illinois.gov.

Sincerely,

DocuSigned by:

 Alicia Tate-Nadeau
 Director

cc: Sam Al-Basha, State Hazard Mitigation Officer
 Greg Nimmo, Recovery Bureau Chief



**INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
Ford County, IL**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and Ford County (Grantee), with its principal office at 200 West State Street, Paxton, IL 60957 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

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

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

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 097313282 is Grantee's correct DUNS number, that GRSBZHJW3UB6 is Grantee's correct UEI, if applicable, that 37-6000821 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. The total amount of the grant funds received by Grantee pursuant to this agreement shall not exceed \$65,660.00. Grantee shall receive Grant in the amount of \$50,026.67, of which \$46,900.00 are federal funds. (IEMA's share not to exceed \$46,900.00). Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in Exhibit C. **As part of this award, the Grantee is receiving \$3,126.67 in Sub-Recipient Management Cost. All Sub-Recipient Management Costs are 100% federally funded and require no non-Federal contribution match as outlined in Exhibit C.**

1.3. Identification Numbers. The Federal Award Identification number is FEMA-4489-DR-IL, the federal awarding agency is FEMA and the Federal Award date is September 12, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is Hazard Mitigation Grant Program (HMGP) and Number is 97.039. The Catalog

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of State Financial Assistance (CSFA) Number is 588-40-0449. The State Award Identification Number (SAIN) is 449-34663.

1.4. Term. This Agreement shall be effective on 08/21/2021 and shall expire on 02/01/2026, unless terminated pursuant to this Agreement.

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

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

Illinois Emergency Management Agency

Ford County

By: _____
Alicia Tate-Nadeau, Director

By: _____
Terry Whitebird, Representative

Date: _____

Date: _____

By: _____
Signature of Designee

By: _____
Signature of Designee

Printed Name: _____

Printed Name: Terry Whitebird

Printed Title: _____

Printed Title: Ford County EMA Coordinator

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.
- (d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

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

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in

and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

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

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

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

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

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

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

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

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

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

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"DUNS Number" has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.30. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.30.

"GATU" means the Grant Accountability and Transparency Unit within the Governor's Office of Management and Budget.

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

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

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

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

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base.

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If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Obligations” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Period of Performance” has the same meaning as in 44 Ill. Admin. Code 7000.30.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

“Program” means the services to be provided pursuant to this Agreement.

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

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

“SAM” means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

**ARTICLE IV
PAYMENT**

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

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the

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case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. A Grantee who is required to reimburse Grant Funds and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986. 30 ILCS 210; 44 Ill. Admin. Code 7000.450(c). In addition, as required by 44 Ill. Admin. Code 7000.440(b)(2), unless granted a written extension, Grantee must liquidate all obligations incurred under the Award at the end of the period of performance.

4.4. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

4.5. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

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

4.7. Interest.

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

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

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in **PART TWO**, **PART THREE** or **Exhibit C**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

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

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

**ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

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

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

**ARTICLE VI
BUDGET**

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

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized

representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

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

ARTICLE VII ALLOWABLE COSTS

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

7.2. **Indirect Cost Rate Submission.**

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

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

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

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% of modified total direct costs which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

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

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

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

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

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

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

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

(iii) Formal agreements with independent contractors, such as consultants, must

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include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

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

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

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

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

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

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

**ARTICLE VIII
REQUIRED CERTIFICATIONS**

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

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

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

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

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the

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provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

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

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

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

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

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

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

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

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

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

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information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

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

(o) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(p) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

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

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

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

(t) **Illinois Works Review Panel.** For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or sub-contractor(s) that performs work using funds from this Award, shall, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

**ARTICLE IX
CRIMINAL DISCLOSURE**

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

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

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

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

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

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to

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lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

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

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

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

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

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.

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

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**, unless additional information regarding required financial reports is set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 200(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO**, **PART THREE** or **Exhibit G**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in **PART TWO** or **PART THREE**. For certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in **PART TWO** or **PART THREE**, which must be

no later than 60 calendar days following the end of the period of performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b)(1).

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all Performance Reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

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

ARTICLE XV AUDIT REQUIREMENTS

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

15.2. Consolidated Year-End Financial Reports (CYEFR). All grantees are required to complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in the Grantee's audit report if the Grantee is required to complete and submit an audit report as set forth herein.

(a) This Paragraph 15.2 applies to all grantees, unless exempted pursuant to a federal or state statute or regulation, which is identified in **PART TWO** or **PART THREE**.

(b) The CYEFR must cover the same period as the Audited Financial Statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Audited Financial Statements are not required, however, then the CYEFR must cover the Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(c) CYEFRs must include an in relation to opinion from the auditor of the financial statements included in the CYEFR.

(d) CYEFRs shall follow a format prescribed by Grantor.

15.3. Entities That Are Not "For-Profit".

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and

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other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

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

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

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

15.4. **"For-Profit" Entities.**

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

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

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

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

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

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

**ARTICLE XVI
TERMINATION; SUSPENSION; NON-COMPLIANCE**

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

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

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

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

(iii) If the Award no longer effectuates the program goals or agency priorities as set forth in Exhibit A, PART TWO or PART THREE; or

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

prior to the date of termination.

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

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

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

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

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

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

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS**

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved. Grantee must notify any potential sub-recipient that the sub-recipient shall obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. The terms of this Agreement shall apply to all subawards authorized in accordance with Paragraph 17.1. 2 CFR 200.101(b)(2).

17.3. Liability as Guaranty. Grantee shall be liable as guarantor for any Grant Funds it obligates to a sub-grantee or sub-contractor pursuant to Paragraph 17.1 in the event the Grantor determines the funds were either misspent or are being improperly held and the sub-grantee or sub-contractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XVIII
NOTICE OF CHANGE**

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

18.2. Failure to Provide Notification. To the extent permitted by Illinois law, Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

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

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

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

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

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

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

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

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

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

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor shall notify Grantee in writing that the purchase of equipment is disallowed.

22.2. Prohibition against Disposition/Encumbrance. Any equipment, material, or real property that Grantee purchases or improves with Grant Funds may not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Grant Term without Prior Approval of Grantor unless a longer period is required in **PART TWO** or **PART THREE** and permitted by 2 CFR Part 200 Subpart D. Any real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Grantee acknowledges that real property, equipment, and intangible property that are acquired or improved in whole or in part by Grant Funds are subject to the provisions of 2 CFR 200.316 and the Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

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

22.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, are no longer needed for their original purpose. Notwithstanding anything to the contrary contained within this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. The Grantee shall properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer’s guidelines, federal and state laws or rules, and Grantor requirements stated herein.

22.5. Domestic Preferences for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, the Grantee should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written

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materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XXIV
INSURANCE**

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

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

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

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

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental

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entity. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXVI
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable state

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and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

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

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

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

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

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

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

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

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

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e)

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property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XXII; or (f) records related requirements pursuant to ARTICLE XII. 44 Ill. Admin. Code 7000.450.

EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant, FEMA-4489-DR-IL from the Federal Emergency Management Agency (FEMA) in accordance with the Hazard Mitigation Grant Program. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation planning program is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse Grantee for costs to develop the State of Illinois Hazard mitigation plan as required by the Disaster Mitigation Act of 2000 (DMA2k). The function of the plan is to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters. Section 322 of the Act specifically addresses mitigation planning and requires the State to prepare a multi-hazard mitigation plan as a precondition for receiving FEMA mitigation project grants.

Scope of Work

The selected contractor will be responsible for conducting tasks as follows, they are:

1. Application Development
2. Hire Consultant
3. Organize Countywide Mitigation Planning Committee
4. Public Involvement
5. Coordination
6. Risk Assessment
7. Goal Setting
8. Mitigation Activities
9. Adoption of the Plan
10. Draft the Plan
11. Finalize the Plan

EXHIBIT B

DELIVERABLES OR MILESTONES

Deliverables are directly related to the successful completion of the approved Scope of Work.

The Grantee is required to provide an approved and adopted DMA2K Hazard Mitigation Plan. Components of this plan must include, but are not limited to:

- Identify actions for risk reduction that are agreed upon by stakeholders and the public.
- Increase education and awareness regarding threats, hazards and vulnerabilities;
- Build partnerships for risk reduction involving government, organizations, businesses and the public;
- Identify long-term, broadly-supported strategies for risk reduction;
- Align risk reduction with other state, tribal or community objectives;
- Identify implementation approaches that focus on the greatest risks and vulnerabilities; and
- Communicate priorities to potential sources of funding.

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EXHIBIT C

PAYMENT

Grantee shall receive approximately **\$46,900.000** and a Sub-Recipient Management Cost of approximately **\$3,126.67** under this Agreement.

Federal Cost Share 75%					
Task	Personnel	Unit	Unit	Unit	Total Cost
1. Organize Committee	Contractor	20	Hour	\$125.00	\$2,500.00
2. Public Involvement	Contractor	78	Hour	\$125.00	\$9,750.00
3. Coordination	Contractor	7	Hour	\$125.00	\$875.00
4a. Risk Assessment & Vulnerability Analysis	Contractor	82	Hour	\$125.00	\$10,250.00
4b. GIS Services	Contractor	7	Hour	\$125.00	\$875.00
5. Mitigation Strategy & Goal Development	Contractor	78	Hour	\$125.00	\$9,750.00
6. Draft Plan	Contractor	64	Hour	\$125.00	\$8,000.00
7. Finalize Plan & Adopt	Contractor	28	Hour	\$125.00	\$3,500.00
2. Direct Costs (Travel & Printing)	---	1	---	---	\$1,400.00
Total Federal Share:					\$46,900.00

Non-Federal Cost Share 25%					
Task	Personnel Class	Unit Quantity	Unit Measure	Unit Cost	Total Cost
Global Match	---	1	---	---	\$15,633.33
Total Non-Federal Share:					\$15,633.33

TOTAL COST:	\$62,533.33
--------------------	--------------------

Ford/4489.17-P	Total	Federal Share	Local Share
Project Cost	\$62,533.33	\$46,900.00	\$15,633.33
Project Management Cost	\$3,126.67	\$3,126.67	
Total Project Cost	\$65,660.00	\$50,026.67	\$15,633.33

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA
 Attention: State Hazard Mitigation Officer
 1035 Outer Park Drive
 Springfield, IL 62704
 Fax: (217)782-8753

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

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

GRANTOR CONTACT

Name: Sam Al-Basha
Title: State Hazard Mitigation Officer
Address: 1035 Outer Park Drive, Springfield, IL, 62704
Phone: 217-785-9942
TTY#: _____
Fax#: 217-785-8753
E-mail Address: sam.al-basha@illinois.gov

GRANTEE CONTACT

Name: Terry Whitebird
Title: EMA Coordinator
Address: 200 West State Street, Paxton, IL 60957
Phone: 217-379-9415
TTY #: _____
Fax #: _____
E-mail Address: twhitebird@fordcounty.illinois.gov
Additional Information: _____

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget, and the terms outlined in this Agreement.
2. The timely submittal of required documentation as defined in Exhibit E of this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

EXHIBIT G

STATE AGENCY CONTRACTS

N/A

EXHIBIT H

SPECIFIC CONDITIONS

1. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
2. If the Grantee fails to expend or is over-advanced grant funds, the Grantor reserves the right to recapture funds in accordance with the applicable Federal or State laws and requirements.
3. The Grantor and FEMA retain statutory rights to use and to authorize others to use the Grantee's plan document
4. The Grantee will begin the project work within 30 days of the execution of the Agreement and complete all items of work within the term of the agreement unless an amendment is executed in accordance with Paragraph 26.5.
5. **The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) and that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.**

Financial and Programmatic Reporting

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's financial and programmatic reporting. Best practice warrants that an organization have a direct correlation to a result, invoice, completed job, and/or benefit that equates or indicates a "performance measure." These "performance measures" may then be directly related to the costs presented within financial records and reports.

How to Resolve: The grantee should review their internal controls for costing within each grant to determine what performance measures ties to the financial data. The internal controls/fiscal policies should include the defined performance measures and how these measures translate to the financial data. The organization should have a written process for financial and programmatic reporting and financial statements should be prepared in accordance with Generally Accepted Accounting Principles (GAAP) or another regulatory agency.

Timeframe: The grantee must ensure the internal controls include the performance measures that tie to financial data and that proper policies and procedures are in place for financial reporting within 1 year, or prior to the next financial review.

Audit

Problem for Clarification/Resolution: The grantee indicated a weakness in regard to the organization's management and audit history. Best practice warrants that an organization have regular audits conducted in accordance with the appropriate regulatory standards. Weaknesses and deficiencies that are discovered should be remedied in a timely manner or with a corrective action plan.

How to Resolve: The grantee should review their management and audit policies. The organization should have annual audits performed and a written process for correcting audit findings.

Timeframe: The grantee must ensure the that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.

**FORD COUNTY BOARD SPECIFICALLY
INSURANCE & PERSONNEL COMMITTEE MEETING MINUTES
APRIL 20, 2023**

The Insurance & Personnel Committee met on Thursday, April 20, 2023 at 9:00 A.M. in the Sheriff's Boardroom at the Jail.

Roll Call showed the following in attendance: Chairman Lesley King, Mr. Ferguson, Mr. McQuinn and Mr. Tim Nuss. Also in attendance were Sheriff Johnson, Kasey Northway attended as the Ford County FOP Union representative, Treasurer Whitcomb, Chief Probation Officer Anderson, Circuit Clerk Johnson Anderson, EMA Whitebird and Clerk & Recorder Frederick. Mrs. Mussman was not present.

Mr. Ferguson made a motion to approve the Agenda. Mr. McQuinn seconded. Voice Vote – Carried

The committee discussed issuing a certificate for recognizing employees, the Paid Leave Act for employees, and an Ordinance for Risk Management. Mrs. King read an email from broker Marty Nuss updating the committee on the 2023/2024 Employee Health insurance and then the committee decided to get more information on CIRMA/County Group Health Insurance.

Mrs. King stated she will set up a meeting for May 2023 soon.

Mr. Nuss made the motion to end the meeting. Mr. Ferguson seconded it. Voice Vote – Carried

The meeting adjourned at 9:50 A.M.

Respectfully Submitted,

Amy Frederick
Ford County Clerk & Recorder

**FORD COUNTY BOARD SPECIFICALLY
ZONING COMMITTEE MEETING
TUESDAY, APRIL 25, 2023**

The Zoning Committee met on Tuesday, April 25, 2023 at 4:00 P.M. in the Small Courtroom in the Courthouse. Roll Call showed the following in attendance: Chairman A. Ihrke, Mrs. C. Ihrke and Mr. McQuinn. Mr. May and Mr. McCall were not present.

The committee went through the suggested changes for the Ford County Liquor License Ordinance from Mr. Killian. Mr. McQuinn made a motion to accept the changes and send the Ordinance to the full Board for adoption at the May 9th Board meeting. Mrs. C Ihrke seconded. Motion passed unanimously.

The Committee discussed the changes to the Ford County Solar Ordinance suggested by Mr. Killian. Mrs. A Ihrke made a motion to accept the changes and pass the Ordinance on to the ZBA for the Public Hearing. Mr. McQuinn seconded the motion. The motion passed unanimously.

The Committee discussed the text amendments and updates to the WECS Ordinance for review. Mrs. A Ihrke made a motion to send the edited Ordinance to Mr. Killian for his suggestions. Mr. McQuinn seconded, and the motion passed unanimously.

Mrs. C Ihrke made a motion to adjourn at 5:57. Mrs. A Ihrke seconded and the motion passed. Meeting adjourned.

Respectfully Submitted,

Ann Ihrke
Chairman of the Ford County Zone Committee

**FORD COUNTY BOARD SPECIFICALLY
OVERVIEW COMMITTEE MEETING
MONDAY, MAY 1, 2023**

The committee members met in the Small Courtroom in the Courthouse on Monday, May 1, 2023 at 4:30 P.M. The roll call showed the following people in attendance: Mr. Aubry, Mrs. King, Mr. McQuinn and Mrs. Smith. Also in attendance was Kevin Boss to speak on crop share farming. Chairman Mrs. C. Ihrke was not present.

Mr. McQuinn made the motion to approve the agenda. Mr. Aubry seconded it. Voice Vote – Carried

Kevin Boss spoke to the committee about Crop Sharing Farming.

Mr. Aubry made the motion to reconsider the bids to Cash Lease Ford County Farm #1 & Farm #2 from the April 17, 2023 Auction and to pass the reconsideration onto the full board. Mr. McQuinn seconded it. Roll Call – Unanimous

At 5:46 P.M., Mrs. King made the motion to adjourn. Mr. Aubry seconded it. Voice Vote – Carried

Respectfully Submitted,

Debbie Smith
Ford County Board Chairman

**FORD COUNTY BOARD SPECIFICALLY
ZONING COMMITTEE MEETING
TUESDAY, MAY 2, 2023**

The Zoning Committee met on Tuesday, May 2, 2023 at 4:00 P.M. in the Small Courtroom in the Courthouse. Roll Call showed the following in attendance: Chairman A. Ihrke, Mrs. C. Ihrke, Mr. McCall and Mr. McQuinn. Also present was Sheriff Johnson. Mr. May was not present.

The committee went through the suggested changes for the Ford County Liquor License Ordinance from Mr. Killian. Mr. McCall made a motion to accept the changes and send the Ordinance to the full Board for adoption at the May 8th Board meeting. Mrs. C Ihrke seconded. Motion passed unanimously.

The Committee discussed the text amendments and updates to the WECS Ordinance. Mrs. A Ihrke made a motion to send the edited Ordinance to Mr. Killian for his review. Mr. McQuinn seconded, and the motion passed unanimously. Mr. McCall stated he would work on the revisions to the ordinance and then he will send it to Mr. Killian.

Mrs. C Ihrke made a motion to adjourn at 5:57. Mrs. A Ihrke seconded and the motion passed. Meeting adjourned.

Respectfully Submitted,

Ann Ihrke
Chairman of the Ford County Zone Committee