

# **UPCOMING MEETINGS**

## **for the FORD COUNTY BOARD**

### **Tuesday, May 6, 2025**

4:30 P.M. Executive Committee Meeting – Sheriff's Boardroom at the Jail

### **Wednesday, May 7, 2025**

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

### **Wednesday, May 7, 2025**

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

### **Friday, May 9, 2025**

10:00 A.M. Finance Committee Meeting – Small Courtroom in the Courthouse

### **Monday, May 12, 2025**

6:00 P.M. County Board Meeting – Sheriff's Boardroom at the Jail



### **Notes:**

### **Don't Forget:**

- Sunday, April 20, 2025 – Easter Day
- Courthouse closed Monday, May 26, 2025 for Memorial Day



MONTH END REPORT  
March 2025

TOTAL DEATH INVESTIGATIONS	13
TOTAL RESIDENT DEATHS	
TOTAL NON-RESIDENT DEATHS	

PAST INQUIRIES OR <u>INQUESTS PENDING</u>	0
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1) NATURAL DEATH INVESTIGATIONS	13
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	0
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TOXICOLOGY	0
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EXTERNAL EXAMINATIONS	0
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HOSPICE CASES.....	
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INQUESTS CONDUCTED	0
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CREMATION PERMITS INVESTIGATED & ISSUED	7
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NOTIFICATIONS FOR OTHER COUNTIES	0
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ORGAN & TISSUE DONATION	0
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INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
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CREMATION PERMITS FEES RECEIVED	\$ 700.00
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REPORT FEES	.00
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MISC. FEES (GRANTS)	.00
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TOTAL REVENUE	\$ 700.00
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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 **March 2025** 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	RENTAL HOUSING SURCHARGE COUNTY (RHSP)	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	GIS	DOMESTIC VIOLENCE FUND (DVF)	RENTAL HOUSING SURCHARGE (RHSP)	REVENUE STAMP FUND STATE	DEATH SURCHARGE (DSC)	DELINQUENT TAXES COLLECTED
Dec-24	4,865.00	1,379.00	772.75	5,139.00	602.00	190.00	12,947.75	6,900.65	336.00	5,000.00	35.00	3,420.00	10,278.00	432.00	15,297.69
Jan-25	4,184.00	1,963.00	353.00	2,027.25	2,150.00	83.00	10,760.25	5,369.17	1,921.68	4,008.00	10.00	2,988.00	4,054.50	292.00	73,078.28
Feb-25	3,928.00	1,703.00	338.25	2,091.00	1,290.00	75.00	9,425.25	4,734.65	913.36	3,769.00	5.00	2,700.00	4,052.00	440.00	49,011.73
Mar-25	5,272.00	2,635.00	1,255.00	2,533.75	1,204.00	104.00	13,003.75	6,042.73	622.00	5,064.00	15.00	3,744.00	5,067.50	716.00	30,543.98
Apr-25							0.00								
May-25							0.00								
Jun-25							0.00								
Jul-25							0.00								
Aug-25							0.00								
Sep-25							0.00								
Oct-25							0.00								
Nov-25							0.00								
MID-YEAR	18,249.00	7,680.00	2,719.00	11,791.00	5,246.00	452.00	46,137.00	23,047.20	3,793.04	17,841.00	65.00	12,852.00	23,452.00	1,880.00	167,931.68
<b>TOTAL</b>	<b>18,249.00</b>	<b>7,680.00</b>	<b>2,719.00</b>	<b>11,791.00</b>	<b>5,246.00</b>	<b>452.00</b>	<b>46,137.00</b>	<b>23,047.20</b>	<b>3,793.04</b>	<b>17,841.00</b>	<b>65.00</b>	<b>12,852.00</b>	<b>23,452.00</b>	<b>1,880.00</b>	<b>167,931.68</b>

**28.84%** = Percent of estimated revenue generated for year to date.

Total Estimated Revenue = **\$ 160,000.00** Actual Office Revenue = **\$ 46,137.00**

Dedicated Funds = \$ 26,840.24  
 Supervisor of Assessments = \$ 17,841.00  
 State & Tax Buyers = \$206,180.68  
**Total Receipts = \$296,998.92**

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 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 1st day of April 2025.

  
 Amy Frederick  
 Ford County Clerk & Recorder

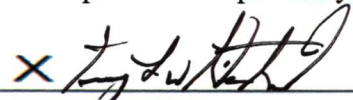


**FORD COUNTY  
OFFICE OF EMERGENCY MANAGEMENT  
200 W. State Street Room B-5  
Paxton, IL 60957  
Phone 217-379-9415**

**Activity Report 01 Mar. 2025 - 31 Mar. 2025**

04 March 2025	Monthly Starcom Radio Drill (Paxton) Ford County Executive Committee Meeting (Paxton)
05 March 2025	Ford County Highway Committee Meeting (Roberts) Ford County Sheriff's Committee Meeting (Paxton) FCEMA Meeting (Paxton)
06 March 2025	IEMA-OHS Region 7 Meeting (ILEAS-Urbana)
07 March 2025	Goldwater Care THIRA meeting (Gibson City)
10 March 2025	Ford County Finance Committee (Paxton) Ford County Board Meeting (Paxton)
12 March 2025	Ford County EMA Meeting (Paxton)
14 March 2025	"Sound the Alarm Smoke" Program Alarm Install (Elliott)
19 March 2025	Ford County EMA Weather Watch (Countywide)
22 March 2025	Fire Response, with Paxton FPD & Red Cross (Paxton)
24 March 2025	Assisted at Food Pantry & Health Fair (Roberts)
26 March 2025	Hazardous Materials Incident Response (Sibley)
29 March 2025	Co-hosted Traffic Incident Management (TIM) with Cabery FPD, Cabery)
31 March 2025	Ford County EMA Weather Watch (Countywide)

This report was respectfully submitted by:

  
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Jerry L. Whitebird  
Ford County EMA

**Acronyms used in this Report**

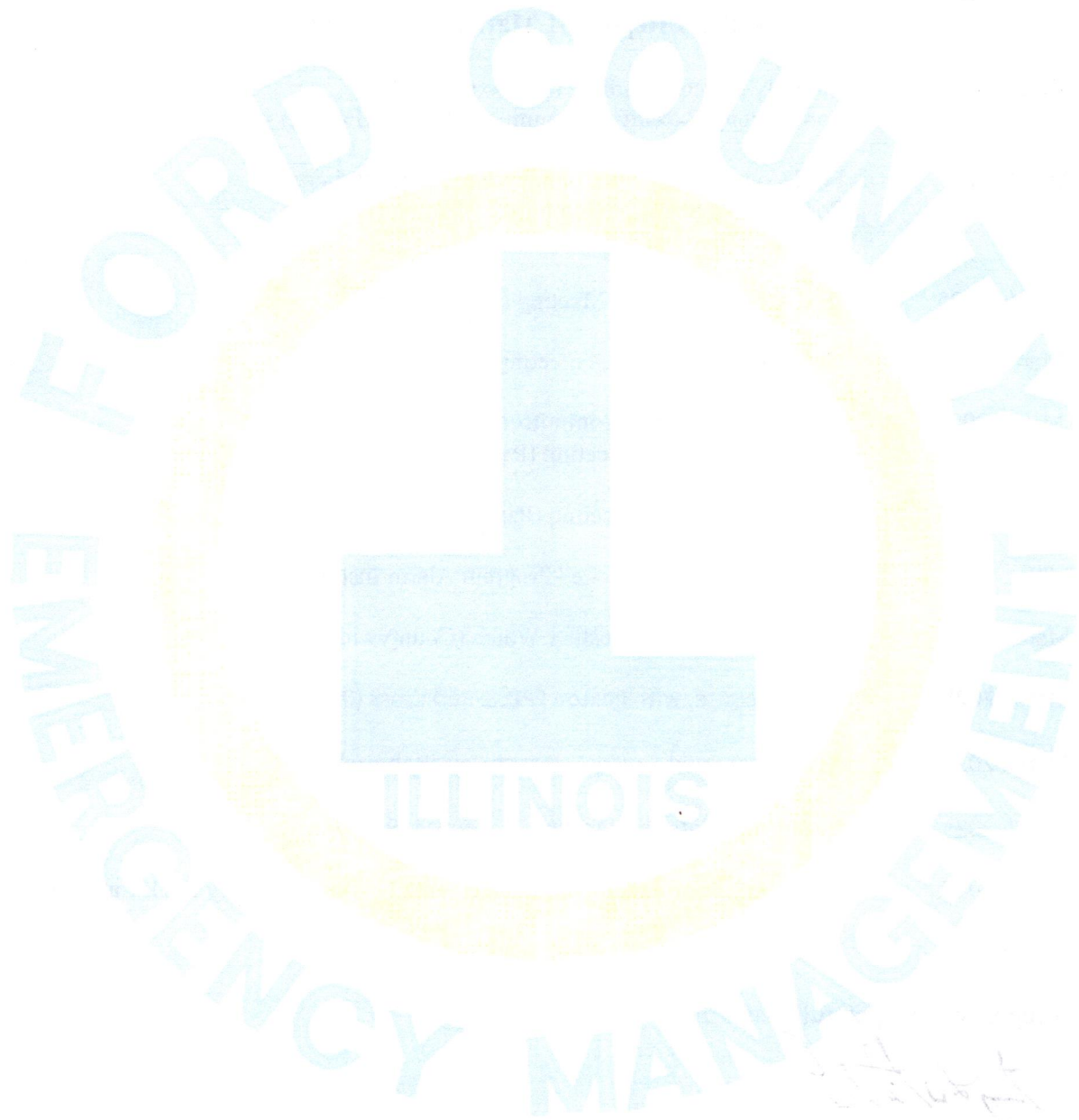
FCEMA – Ford County Emergency Management Agency

FPD – Fire Protection District

IEMA– OHS Illinois Emergency Management Association -Office of Homeland Security

ILEAS - Illinois Law Enforcement Alarm System

THIRA- Threat Hazard Identification Risk Assessment





Monthly Report to the Ford County Board  
On Activities at the Highway Department  
April, 2025

The Ford County Highway Department completed the following activities during the month of March, 2025.

Engineering Division

- Entered Claims and Allotments to various County and Township funds.
- Worked on Township MFT Proposals.

Maintenance Division

- Performed Maintenance and Repair on County owned equipment.
- Replaced Damaged Traffic Control Signs.

County Engineer

- Reviewed Plans for Button Township Bridge Replacement.
- Bridge Work Resumed on Thawville Road (1900N) just East of IL 115.
- Attended Highway Commissioners Meeting in Kempton.
- Attended District 3 County Engineers Meeting in Grundy County.

## Ford County Highway Committee Minutes

The Ford County Highway Committee was scheduled to meet on April 09, 2025 at the Ford County Highway Department in Roberts, Illinois.

No quorum was present.

Meeting adjourned at 7:10 a.m.

Next Meeting will be **Wednesday May 07, 2025 at 7:00 a.m.**

# FORD COUNTY PROBATION AND COURT SERVICES

## Stats for March 2025

### MARCH of 2025

#### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	70	Active	90
Misdemeanors	25	Warrants	147
DUI Cases	26	TOTAL	237
Traffic Cases	0		
TOTAL	121		

#### JUVENILES:

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

#### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	72	Cases	1
Hours	7715	Hours	75
TOTAL CASES:	73		
TOTAL HOURS:	7790		

#### RESTORATIVE JUSTICE / DIVERSION:

Intakes this month	0		
Cases reviewed this month	0		
Active Conference/Diversion Cases		Restorative Justice / Diversion	9

#### INVESTIGATIONS:

PSI's ordered	1	PSI's completed	5
Record Checks completed	0		

#### INTAKES:

Adults: 6      Juveniles: 0

#### ELECTRONIC MONITORING / GPS:

Adults: 1      Juveniles: 0

#### CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police: 0      Clients: 3

#### HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 1      School: 4

#### RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month: \$1,545.00

Community Service collected:

Adults: 149      Juveniles: 0

### MARCH 2024 (Same month last year)

#### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	73	Active	93
Misdemeanors	29	Warrants	144
DUI Cases	22	TOTAL	237
Traffic Cases	0		
TOTAL	124		

#### JUVENILES:

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

#### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	62	Cases	1
Hours	7195	Hours	75
TOTAL CASES:	56		
TOTAL HOURS:	7270		

#### VIOLATIONS:

Adult: 5      Juveniles: 0

**COMMUNITY MEETING ATTENDED THIS MONTH:**

Ford County Board Meeting (outside regular hours)	ROSC
Ford County Finance Meeting	FC Executive Board Meeting
CMO Meeting	
Ford County SART	

**TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:****TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30:** 12

<b><u>OFFICER CASELOAD</u></b>	<b><u>ADULTS</u></b>	<b><u>JUVENILES</u></b>	<b><u>PRE TRIAL</u></b>
Jennifer Anderson	98	0	
Ariel Brucker	51	0	
Mallory Lithgow	45	4	
Sarah Uden	16	0	
Warrant Status	144	1	

**INTAKES THIS MONTH:**

<b><u>Adult:</u></b>		<b><u>Juvenile:</u></b>	
Felony Cases	4	Probation	0
Misdemeanors	3	Cont'd Supervision	0
DUI Cases	1	Informal	0
Traffic Cases	0	Other	0
<b>TOTAL</b>	<b>8</b>	<b>TOTAL</b>	<b>0</b>

**CONFINEMENTS:**

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

**ADULT PROGRAMS ORDERED THIS MONTH:****COMPLETED THIS MONTH:**

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



**FORD COUNTY SHERIFF'S OFFICE  
MARCH 2025  
ACTIVITY SUMMARY REPORT**

**INCOME RECEIVED**

\$86,156.00 – Boarding	\$1,720.00 – Seized/Forfeiture Fund	\$230.00 – Civil Process
\$29,166.67 – Contracts	\$ 808.00 – Work Release	
\$ 4,838.22 – Inmate Phones	\$ 475.55 – Transports	

**TOTAL FOR THE MONTH**

**\$123,394.44**

**FY25 TOTAL TO DATE**

**\$254,697.21**

**TRAFFIC ACCIDENTS- 04**

**WARNING CITATIONS-35**

**TRAFFIC CITATIONS-23**

12 – Speeding	01 – Operate Uninsured Vehicle	01 – No Driver's License
02 – Driving Revoked/Suspended	01 – Fail to Transfer Title	01 – Reckless Driving
01 – Disregard Stop Sign	01 – Expired Registration	01 – Expired Driver's Lic.
01 – Fail to Yield to Emergency Vehicle	01 – Illegal Transportation/Alcohol	

**CRIMINAL CITATIONS-03**

02 – Possession of Controlled Substance	01 – Possession of Drug Paraphernalia
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**FIELD INCIDENT/COMPLAINT REPORTS**

24 – Assist other agencies	03 – Animal complaint	01 – Fraud
16 – Traffic complaint	02 – Burglary	01 – Item found
13 – Suspicious Activity/Person	02 – Burning complaint	01 – Fire call
11 – Investigation follow-up	02 – Domestic trouble	01 – Damage to Property
07 – Security Alarm	02 – E911 hang-up	01 – Assist Public
07 – Suspicious Vehicle	02 – Harassment	
05 – Civil/Non-criminal complaint	02 – Juvenile complaint	
05 – Motorist Assist	02 – Sex offender notification	
04 – Welfare Check	01 – Court Order Violation	
04 – Theft	01 – Noise complaint	
04 – Road Hazard	01 – House check	

**CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)**

Court Summons: 38/64	Warrants: 17
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**FORD COUNTY INMATES TOTAL FY25 MANDAYS TO DATE (2847)**

Monthly Ford County Inmate Mandays: 932

# **Ford County Probation and Court Services**

## **Facility Dog Policy and Procedure**

### **Applicability:**

Ford County Probation Officers and Staff of the Department

### **Purpose:**

This policy and procedures address the process under which Ford County Probation and Court Services Officers, Staff and our Facility Dog (Emotional & Support) will be utilized within the Ford County Probation Department and within the Ford County Courthouse. Facility dogs are trained and certified and only qualified handlers can use the dogs for comfort and companion enrichment of others and may help assist other programs within the courthouse to provide a sense of calm, security, and non-judgmental support during legal proceedings when children and/or adults are involved.

### **Definition:**

Our Facility Dog is a professionally trained assistance facility dog for Emotional and Support. They are trained and certified and are always escorted by qualified handlers. A facility dog does not have public access under the Americans with Disabilities Act. The Facility Dog is not trained to provide de-escalation or intervention during the emerging or immediate aftermath of a crisis or traumatic situation. The primary objective of a facility dog and handler is to provide comfort and companionship to others by sharing the dog with clients, facility employees, visitors, attorneys, victims, and people involved in court proceedings. This is done in a way that increases emotional well-being, decreases anxiety and stress, helps people cope and address prior trauma and improves the quality of life for the people visiting our department and/or courthouse.

### **Therapy Dog Requirements and Regulations:**

1. The Facility Dog is only allowed in the Ford County Probation and Court Services Department, common areas of courthouse, courtroom and possibly in other specified areas with advanced approval.
2. The Facility Dog must be accompanied by one of the certified handlers at all times. At no time should the facility dog be left alone with a client or family member.
3. The rights of clients, visitors and staff not wishing to have contact with the dog will be respected.
4. Handlers must keep the dog on leash and under control at all times while wearing identifying badges and program uniform on Ford County Courthouse Property. The dog will not be allowed to run loose unless engaged in authorized training or exercise.
5. Handlers are responsible for providing water, food (if needed), bathroom breaks, exercise breaks during working hours.

6. Should an accident occur, it is the handler's responsibility to clean it up and properly dispose of the waste. The area will then be cleaned and disinfected immediately with provided cleaning supplies.
7. Any pet waste deposited on Ford County courthouse property shall be removed and properly disposed of by the handler.
8. If a high-risk situation happens in the dog's presence, it's the responsibility of one of the handlers to relocate the dog to a safe place within the Ford County Probation and Court Services Department to ensure the safety of the Facility Dog.
9. In the rare event an incident should occur (scratch, bite, allergic response, etc.), the handler will immediately notify the Director and document the incident.
10. The primary handler is personally responsible for the daily care and feeding of the facility dog to include:
  - Maintenance and cleaning of any kennel and yard area where the facility dog is housed.
  - Provide daily food, water and general diet maintenance as prescribed by the Facility Dog's Vet Clinic.
  - Groom on a daily basis or more often as required by weather, working conditions or other factors.
  - Daily exercise and general medical attention and maintenance of health care records.

When the primary handler is unable to perform these related duties due to illness, injury, leave or vacation, another handler will be assigned temporary care of the dog and the dog may be housed with the secondary handler.

11. The Primary Handler may take possession of his/her dog when the dog is retired from duty or retired due to injury or illness.

### **Complaints Involving the Use of the Facility Dog:**

If any person within the Ford County Courthouse has a question about the certification of the Facility Dog or a dispute, disagreement or complaint as to an individual's use of such facility dog and/or it's handler/owner under this policy, or said person suspects or has observed animal abuse or neglect of an animal, they should contact Jennifer Harrison, CMO/Director of Ford County Probation and Court Services at 217-379-9450.

**RESOLUTION NO. 25-**

**A RESOLUTION APPROVING THE APPOINTMENTS OF KAYLYN DAVIS,  
DOMINIC BRACKENOFF, ROBYN HILL, ERIC ZIMMERMAN, AND PETE  
HORNSTEIN TO THE FORD COUNTY, ILLINOIS PLANNING COMMISSION**

**WHEREAS**, the Ford County Board has the authority to appoint members to the Ford County Planning Commission in accordance with the laws and regulations governing the County of Ford; and

**WHEREAS**, the positions on the Ford County Planning Commission have become vacant with no prior due diligence to ensure the functionality of said Commission; and

**WHEREAS**, the following individuals have been nominated for appointment to the Ford County Planning Commission:

- Kaylyn Davis
- Dominic Brackenoff
- Robyn Hill
- Eric Zimmerman
- Pete Hornstein

**NOW, THEREFORE, BE IT RESOLVED** by the Ford County Board as follows:

1. **Approval of Appointments:** The Ford County Board hereby approves the appointments of Kaylyn Davis, Dominic Brackenoff, Robyn Hill, Eric Zimmerman, and Pete Hornstein to the Ford County Planning Commission.
2. **Terms of Appointment:** The terms of these appointments shall commence immediately upon approval and shall be three (3) years in accordance with the applicable guidelines governing the Planning Commission.
3. **Authorization to Take Action:** The Chairman of the Ford County Board is hereby authorized and directed to notify the appointed individuals of their appointments and to take any further actions necessary to effectuate these appointments.
4. **Effective Date:** This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** by the Ford County Board this 14<sup>th</sup> day of April, 2025.

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Chase McCall  
Chairman of the Ford County Board

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Attest: Amy Frederick  
Ford County Clerk & Recorder

**Resolution 25-**

**A RESOLUTION APPOINTING NEREYDA SANTIBANEZ TO THE FORD COUNTY  
HOUSING AUTHORITY BOARD**

**WHEREAS**, the Ford County Board has the authority to make appointments to the Ford County Housing Authority Board in accordance with applicable laws and regulations; and

**WHEREAS**, the Ford County Board desires to make the following appointment to the Ford County Housing Authority Board to serve five-year terms;

**NOW, THEREFORE, BE IT RESOLVED** by the Ford County Board, as follows:

1. **Appointment of Member:** The following individual is hereby appointed to serve as member of the Ford County Housing Authority Board for a term of five (5) years, effective immediately upon adoption of this resolution and expiring on April 14, 2030:
  - o **Nereyda Santibanez**
2. This appointment replaces John Cole, who resigned from the Ford County Housing Authority Board at their March 18 meeting.
3. **Effective Date:** This resolution shall take effect immediately upon its adoption.
4. **Confirmation:** The Ford County Board recognizes that this appointment made in accordance with all applicable statutory and procedural requirements.

**PASSED AND ADOPTED** by the Ford County Board this 14<sup>th</sup> day of April, 2025.

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**Chase McCall**

Chairman of the Ford County Board

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Attest: **Amy Frederick**

Ford County Clerk & Recorder

**ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT  
FROM THE ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS TO THE  
OFFICE OF STATEWIDE PRETRIAL SERVICES**

**AOIC Contract Number:** 23LPS20

**Lease Term:** 02/01/23 – 01/31/28

**Address of Leased Premises:** 200 West State Street, Paxton, Illinois 60957

**Lessor:** Ford County  
200 West State Street  
Paxton, Illinois 60957  
217-379-9400  
[cmccall@fordcounty.illinois.gov](mailto:cmccall@fordcounty.illinois.gov)

**Agreement**

The Administrative Office of the Illinois Courts (hereinafter referred to as "AOIC"), as assignor; the Office of Statewide Pretrial Services (hereinafter referred to as "OSPS"), as assignee; and Ford County (hereinafter referred to as "Lessor"), as lessor do hereby agree as follows:

- (1) The AOIC on behalf of OSPS entered into a lease agreement with Lessor. This lease agreement (hereinafter referred to as "the Lease") is attached hereto as Exhibit A.
- (2) At the time of execution of the Lease, OSPS was a division of the AOIC.
- (3) The State of Illinois has enacted Public Act 103-0602 which establishes OSPS as an independent Illinois state judicial branch agency separate and apart from the AOIC as of July 1, 2025.
- (4) The Lease provides that AOIC may assign or transfer the Contract upon notice to Vendor.
- (5) AOIC does hereby assign the Lease including but not limited to all of its terms, rights, benefits, duties, liabilities and obligations under the Lease to OSPS.
- (6) OSPS does hereby accept the assignment of the Lease, including but not limited to all the terms, rights, benefits, duties, liabilities and obligations and agrees to perform all remaining obligations of the AOIC thereunder.
- (7) Lessor does hereby agree to the assignment of the Lease and to be bound by the terms of this assignment agreement. Lessor further agrees Lessor received notice of assignment as required by the Contract.
- (8) This assignment agreement is effective on July 1, 2025, regardless of execution date.
- (9) Payment for rent or other payments related to the lease incurred prior to July 1, 2025 shall remain the responsibility of AOIC. Payment for rent or other payments related to the lease on July 1, 2025 or after shall be the responsibility of OSPS as an independent agency. Lessor agrees to seek payment under these terms.
- (10) Lessor certifies that Lessor has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 5/33E-4.

(11) AOIC and OSPS certify that this Assignment is necessary because it is in the best interest of the State.

UNDER PENALTIES OF PERJURY, THE UNDERSIGNED PERSON SIGNING THIS AGREEMENT ON BEHALF OF EACH PARTY AFFIRMS THEY ARE AUTHORIZED TO EXECUTE THE CERTIFICATIONS CONTAINED HEREIN ON BEHALF OF THE PARTY AND THEY HAVE THE AUTHORITY TO BIND THE PARTY TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. Representatives of the Administrative Office of the Illinois Courts and Office of Statewide Pretrial Services execute this document in their official capacity only and not as individuals.

**Administrative Office of the Illinois Courts**

**Office of Statewide Pretrial Services**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Erin Moe  
\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Name

Director of Finance  
\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Date

7/1/25  
\_\_\_\_\_  
Date

**Ford County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Type/Print Title

\_\_\_\_\_  
Date





## ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS LEASE AGREEMENT FOR OFFICE SPACE

The parties mutually agree to lease the described premises on the following terms and conditions of this instrument.

1. **Parties:** The parties to this lease are:
  - A. The State of Illinois, Office of Statewide Pretrial Services, through its authorized agent, the Administrative Office of the Illinois Courts, hereinafter referred to as Lessee.
  - B. Ford County, hereinafter referred to as Lessor.
2. **Address of Parties:**
  - A. **Lessee's address:**
    - (1) **Authorized agent's address:**  
 Administrative Office of the Illinois Courts  
 3101 Old Jacksonville Road  
 Springfield, Illinois 62704-6488  
 Telephone (217) 558-4490
    - (2) **Office of Statewide Pretrial Services address:**  
 4133 Old Jacksonville Road  
 Springfield, Illinois 62711
  - B. **Leased Property Address:**  
 200 West State Street  
 Paxton, Illinois 60957
  - C. **Lessor's address:**  
 Ford County  
 200 West State Street  
 Paxton, Illinois 60957  
 Phone: 217-379-9400  
 Fax: 217-379-9409  
 Email: dsmith@fordcounty.illinois.gov
  - D. **Lessor's managing agent's address:**  
 Ford County  
 c/o Amy Frederick, County Clerk  
 200 West State Street  
 Paxton, Illinois 60957  
 Phone: 217-379-9400  
 Fax: 217-379-9409  
 Email: countyclerk@fordcounty.illinois.gov
3. **Description of Premises:**
  - A. Lessor leases to Lessee the premises on the lower level/basement floor, Northeast corner of the building located at 200 West State Street, in the city of Paxton, in the county of Ford, in the State of Illinois as shown on the blueprint or diagram attached to this lease agreement as Exhibit A.
  - B. The total square feet of the building is 20,500.
  - C. The total rentable square feet of Lessee's leased premises is 120.75.
4. **Term:**
  - A. The term of the lease will be for five years, from February 1, 2023 to January 31, 2028.
  - B. Lessee shall have the option to terminate this lease by giving 30 days' written notice to Lessor of its intention to exercise this option.
  - C. Lessee shall have the right to renew the lease for a further term of 5 years or any portion of such period upon the same terms and conditions provided Lessee shall give 90 days' notice to Lessor of its intention to exercise such option.
5. **Rental:**
  - A. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make funds available for the lease. Payments are to be

sent to:  
Ford County, Treasurer, 200 West State Street, Paxton, Illinois 60957

Rental for periods less than one full month shall be prorated on a daily basis.

- B. Lessee shall pay gross rent (which includes base rent, real estate taxes, all costs associated with common area maintenance, insurance, any other assessments, utilities, janitorial and scavenger services) according to the following schedule.

From February 1, 2023 to January 31, 2028, at an annual rate of \$1,569.72, payable in monthly installments of \$130.81.

- C. If the judicial branch tenant is funded by sources other than appropriations from the General Assembly, Lessor may only look to the tenant for payment of rent or other charges. The Illinois Supreme Court and the Administrative Office of the Illinois Courts are not responsible for payment unless the judicial branch tenant is funded by appropriations from the General Assembly.
6. **Fiscal Funding:** If the lease extends beyond June 30th of any year, the lease is subject to sufficient funds being made available by the General Assembly.
7. **Use of Demised Premises:** Office of Statewide Pretrial Services, or any tenant substituted pursuant to the paragraph on "Assignments," shall use the premises.
8. **Improvements:** The parties agree that there are no specifications for improvements at this time.
9. **Care and Maintenance:** Lessee accepts the demised premises as presently constituted except for noncompliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of any improvements required to be made by Lessor elsewhere in this lease.

Lessor shall provide and pay all costs related to the following:

- A. Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary fixtures for heating, cooling, water, electricity, internet, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Adequate lighting and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Cleaning service and scavenger service to keep premises clean, healthful and sightly.
- H. Comprehensive exterminating service.
- I. Elevator service where applicable.
- J. Service and maintenance of fire extinguishers.
- K. Snow and ice removal from sidewalks and parking area.
- L. Maintenance of lawn and shrubs.
- M. Cleaning and painting of common shared areas as needed and lessee areas to be evaluated at the end of the lease.
- N. Parking for 6 vehicles. General maintenance of parking lot.
- (1) Address of parking lot: Same as in lease.
- O. Provide for surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring.
- P. All general maintenance and repairs not caused by Lessee's negligence.
- Q. Other: Real estate taxes, insurance, and internet.
- R. Furniture, fixtures, and equipment described in Exhibit C.
10. **Holdover:** If, after the expiration of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated, but in no case may the lease continue on a month-to-month or other holdover basis for a total of more than 6 months. Rent shall be paid monthly on a prorated basis at the rate paid during the last expired lease term.
11. **Accessibility:** Lessor acknowledges that this lease is in compliance with the pertinent handicapped accessibility laws where applicable.
12. **Prevailing Wage:** All Tenant improvement work completed on behalf of or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor in the Prevailing Wage Act. Lessor is responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*
13. **Quiet Enjoyment:** Lessor and/or parties signing on behalf of Lessor covenant and certify that they have full right and power to execute and perform this lease and to commit to all described covenants. Authority and eligibility for corporations, partnerships and trusts is shown on the attached Real Estate Lease Form Disclosure Statement. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default or foreclosure will not affect the lease.

**14. Occupancy and Surrender:** Lessee will be entitled to occupancy on the date of commencement of the term. If for any reason occupancy is delayed, Lessee will not be liable for rent until Lessee has taken occupancy, and rental will be prorated from date of occupancy. If occupancy is not given within 30 days of the commencement of the lease term for reasons other than the delay by causes beyond the reasonable control of Lessor (inability to acquire adequate financing shall not be considered sufficient cause for delay), then Lessee at its own option may terminate this lease.

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; improvements permitted or required excepted. No property of Lessee may be retained by Lessor for any reason. Lessee may remove all state-owned or paid-for equipment, fixtures and improvements.

**15. Assignment:** The Administrative Office of the Illinois Courts may substitute judicial branch tenants at any time. Such substitute tenant shall be responsible for all or part of the leased premises. The substitute tenant would be responsible for all future obligations unless otherwise specified by the Supreme Court of Illinois through its authorized agent, the Administrative Office of the Illinois Courts.

**16. Condemnation:** If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving at least thirty (30) days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

**17. Untenantability:** If the premises become untenantable because of casualty or Lessor's act or neglect, Lessee may declare the lease terminated and may vacate if the problem is not cured by Lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

**18. Insurance:** Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover Lessee's equipment or office furnishings. Lessee is self-insuring. A copy of Lessee's self-insurance policy or certificate will be provided on request.

**19. Breach:** Failure of Lessor to comply with this lease, including but not limited to the failure to complete improvements in accordance with specifications or failure to make or complete in a reasonable time necessary repairs is a breach of this lease. Lessee shall have the option of curing the breach by having the work done and deducting actual costs plus a reasonable administrative fee from rental payments or terminating the lease. If the lease is terminated, Lessee may remain in possession, making payment at the current monthly rate until suitable substitute premises are available. Rental periods of less than one full month shall be prorated on a daily basis.

**20. Covenants Binding:** All covenants and representations made in this lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express written approval of the Administrative Office of the Illinois Courts.

**21. Examination of Records:** Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease. Lessor shall maintain, for a minimum of 5 years after the completion of the lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the lease; the lease and all books, records, and supporting documents related to the lease shall be available for review and audit by the Auditor General of the State of Illinois and other State entities as required by law; and Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

**22. Signature:** Representatives of the Supreme Court of Illinois execute this document in their official capacity only and not as individuals.

**23. Notices:** Notices to Lessor shall be sent to the addresses shown on page one of this lease. Notices to Lessee shall be sent to the tenant's address indicated on page one of this lease and to the Administrative Office of the Illinois Courts at 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

**24. Laws of Illinois:** This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law.

**25. Non-discrimination:** Lessor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, and rules applicable to each.

**26. Authority to Execute:** Parties signing this lease on behalf of Lessor certify that they have authority to execute this lease and to commit to all described covenants.

**27. Disbursements:** Lessor understands that disbursements from appropriations by the State Comptroller are contingent upon the lease being properly filed pursuant to 30 ILCS 105/9. Any reasonable delay in disbursement pursuant to this provision shall not be deemed to be a breach. Lessor agrees that payment made under this lease will be made in accordance with current financial practices of the State of Illinois. Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*

**28. Ownership:** Lessor covenants and warrants that record title to the demised premises is held by Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or

subsequent transferee, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.). Failure by Lessor to fully and accurately complete the provisions of Exhibit B, the Real Estate Lease Form Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to immediately terminate this lease and vacate the demised premises. In the alternative, Lessee may elect to declare the material breach but retain possession for the balance of any term remaining, and as liquidated damages and not as a penalty, to reduce rental payments and other charges due hereunder by twenty-five percent (25%) for the entire term of this lease, including any extensions thereto or periods of holdover, or until the material breach is cured by full and complete disclosure, whichever occurs first. The foregoing reductions represent a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses to Lessee that might result from such breach.

- 29. Change of Ownership or Beneficial Interest:** The Administrative Office of the Illinois Courts must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, or regulations governing real estate lease transactions. It is understood and agreed by the parties that any subsequent assigns, transferees, and other successors in interest to Lessor shall be specifically subject to the liquidated damages provisions of the preceding provision for material breach in failing to comply with disclosure requirements.
- 30. Entire Agreement:** This lease, including its addenda and exhibits, contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.
- 31. Severability:** If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 32. Modifications:** Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.
- 33. Waiver:** The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.
- 34. Examination of Instrument:** Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed by both Lessor and Lessee.
- 35. Time is of the Essence:** Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.
- 36. Disclosure:** The following exhibit(s) are made a part of this lease:

Exhibit A - Area Floor Plan  
Exhibit B - Disclosure Statement  
Exhibit C - Furniture, Fixtures and Equipment Inventory

**37. Certifications:**

- A. Conflict of Interest.** Lessor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Lessor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Lessor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
- B. Bid-rigging or Bid-rotating.** Lessor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. See 720 ILCS 5/33E-3, 33E-4.
- C. Educational Loan Default.** If the Lessor is an individual, he or she certifies that he or she is not in default on an educational loan. See 5 ILCS 385/3.
- D. Anti-bribery.** Lessor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5(a))). Section 50-5 prohibits a contractor or subcontractor from entering into a contract with a State agency if the contractor or subcontractor has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or if the contractor or subcontractor has made an admission of guilt of such conduct which is a matter of record. Lessor further acknowledges that the AOIC Director may declare this lease void if this certification is false.
- E. International Anti-Boycott Certification.** Lessor certifies that neither Lessor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

- F. Debt Delinquency.** Lessor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a contractor from entering into a contract with the judicial branch if the contractor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the contractor or affiliate has entered into a deferred payment plan to pay off the debt. Lessor further acknowledges that, under section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the lease void if this certification is false or if Lessor is determined to be delinquent in the payment of any debt to the State during the term of the lease.
- G. Collection and Remittance of Illinois Use Tax.** Lessor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a contractor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 *et seq.*). Lessor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the lease void if this certification is false or if Lessor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the lease.
- H. Prohibition of Goods Produced by Forced Labor.** Lessor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the lease have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction. See 30 ILCS 583/10.
- I. Prohibited Bidders and Contractors.** Lessor certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the lease. Lessor acknowledges that the AOIC Director may declare the lease void if this certification is false.
- J. Corporate Accountability.** Lessor certifies this lease is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (20 ILCS 715/1 *et seq.*), which requires development assistance agreements to contain specific recapture provisions. Lessor acknowledges that the AOIC Director may declare the lease void if this certification is false.
- K. Environmental Protection Violations.** Lessor certifies that he/she/it, or any affiliate, is not barred from entering into this lease under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Lessor acknowledges that the AOIC Director may declare the lease void if this certification is false.
- L. Prohibition of Goods Produced by Child Labor.** Lessor certifies that no foreign-made equipment, materials, or supplies furnished to the State under this lease have been produced in whole or in part by the labor of any child under the age of 12. See 30 ILCS 584/10.
- M. Drug Free Workplace.** If Lessor is an individual, or an individual doing business in the form of a sole proprietorship, Lessor certifies that Lessor will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this lease. See 30 ILCS 580/4.  
If Lessor is a corporation, partnership, or other entity with 25 or more employees, Lessor agrees that it will provide a drug free workplace by:
1. Publishing a statement:
    - (a) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace.
    - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
    - (c) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
      - (i) abide the terms of the statement; and
      - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  2. Establishing a drug free awareness program to inform employees about:
    - (a) The dangers of drug abuse in the workplace;
    - (b) the grantee's or Vendor's policy of maintaining a drug free workplace;
    - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
    - (d) the penalties that may be imposed upon an employee for drug violations.
  3. Providing a copy of the statement required by subparagraph (1) to each employee engaged in the performance of the lease and to post the statement in a prominent place in the workplace.
  4. Notifying the contracting or granting agency within 10 days after receiving notice under part (ii) of paragraph (c) of subparagraph (1) above from an employee or otherwise receiving actual notice of such conviction.
  5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
  6. Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
  7. Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act. See 30 ILCS 580/1 *et seq.*
- N. Registration as a Business Entity.** Lessor certifies that (1) he/she/it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)) or (2) he/she/it has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration pursuant to Section 20-160 of the Judicial Branch Procurement Code (same as section 20-160 of the Illinois Procurement Code (30 ILCS 500/20-160)). Lessor acknowledges that the AOIC Director may declare the lease void if this certification is false.
- O. Felons.** Lessor certifies that he/she/it is not barred from being awarded a contract under 30 ILCS 500/50-10. Section 50-10 prohibits a contractor from entering into a contract with a State agency if the contractor has been convicted of a felony and 5 years have not



passed from the completion of the sentence for that felony. Lessor further acknowledges that the AOIC Director may declare the lease void if this certification is false.

**38. Legal Status Disclosure by Lessor:** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

**Vendor and/or Business Name:** Ford County

**Taxpayer Identification Number**

**SSN:** \_\_\_\_\_ or **EIN:** 37-6000821

*(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the EIN and the EIN.)*

**Legal Status** (check one)

- ☐ Individual
- ☐ Owner of sole proprietorship
- ☐ Partnership
- ☐ Tax-exempt
- ☒ **Government entity**
- ☐ Corporation providing or billing medical and/or health care services
- ☐ Corporation NOT providing or billing medical and/or health care services
- ☐ Nonresident alien individual
- ☐ Estate or legal trust
- ☐ Foreign corporation, partnership, estate, or trust
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ D = disregarded entity (if checked, lessor must provide a copy of the IRS EIN assignment letter)
  - ☐ C = corporation (if checked, lessor must provide a copy of the IRS acceptance letter)
  - ☐ P = partnership (if checked, lessor must provide a copy of the IRS EIN assignment letter)
- ☐ Other: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this lease agreement on the date indicated below.

**LESSEE:**

Administrative Office of the Illinois Courts,

*Mary Jo Davis* CHIEF JUSTICE

*Kara McCaffrey*

Signature

Kara M. McCaffrey

Type/Print Name

Chief Fiscal Officer

Type/Print Title

*1/30/2023*

Date

**LESSOR:**

Ford County

*Debbie Smith*

Signature

Debbie Smith

Type/Print Name

Ford County Board Chairman

Type/Print Title

*1/27/2023*

Date

**\*\* A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.**

OSPS  
Office

Exhibit A  
Page 1 of 2

200 W. State St., Paxton, IL  
Lower Level, Northeast corner  
(Basement)





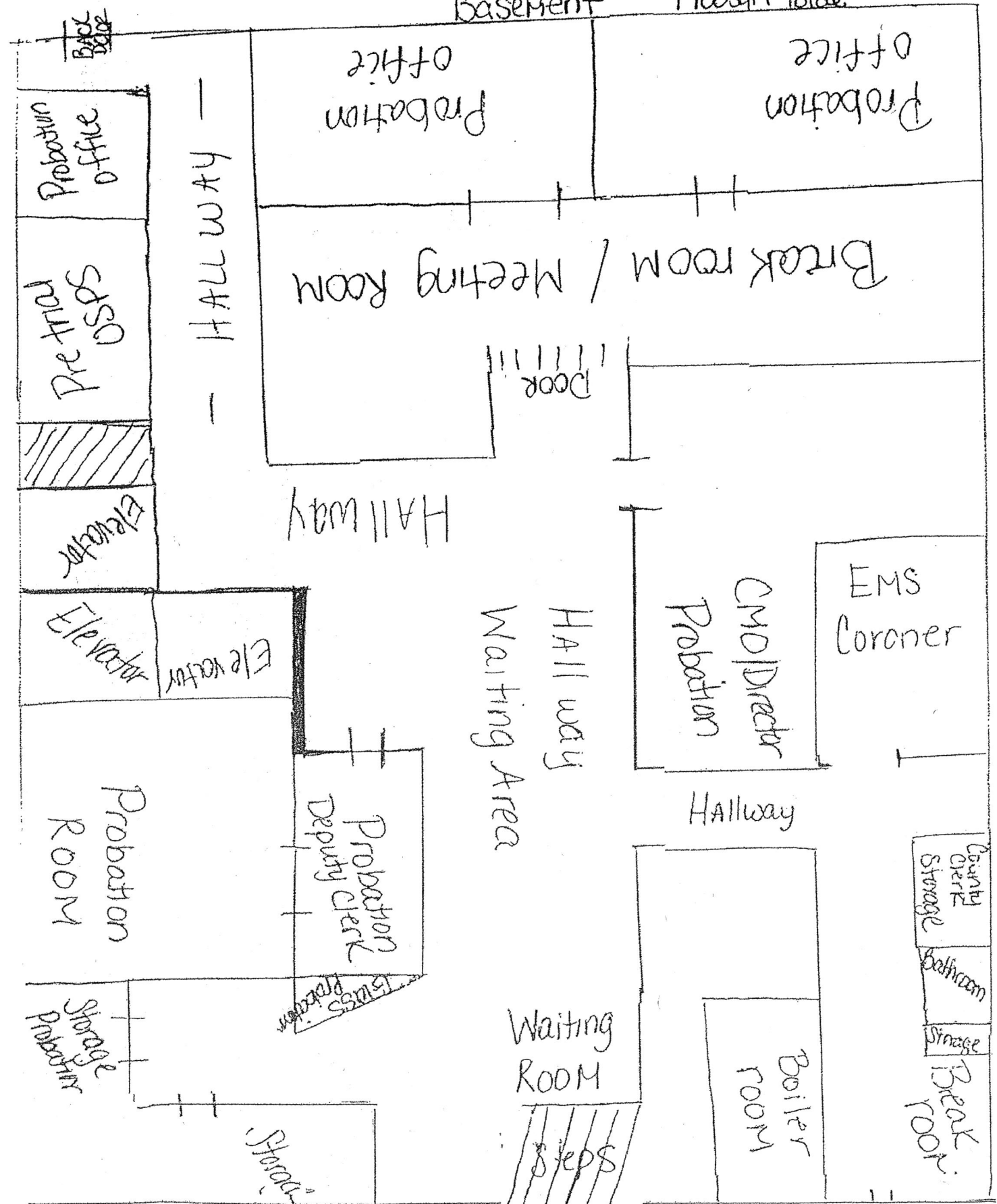


Exhibit B

Lease Control No. \_\_\_\_\_

Real Estate Lease Form  
Disclosure Statement

This statement must be completed by the Lessor

Disclosure of the following information is required by Illinois law (50 ILCS 105/3.1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

- I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below.

N/A – Lessor is a government entity and leased property is government property.

- II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

N/A

- III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

☒ No ☐ Yes If "yes", explain employment and/or relationship.

N/A

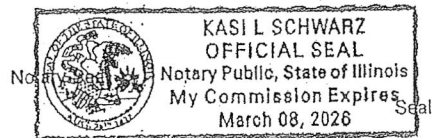
- IV. I, Debbie Smith, state on oath or affirm that I am Chairman of the Board of Ford County and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

State of Illinois )  
County of \_\_\_\_\_ ) SS:

I, Kasi Schwarz, certify  
on JAN. 27, 2023, Debbie Smith,  
personally appeared before me and swore or affirmed that he signed  
this document as CHAIRMAN of FORD COUNTY  
BOARD and that the information provided was true and correct.

Debbie Smith 1/27/23  
Signature Date

Attestation (name/title) Date



Kasi L. Schwarz  
Notary Public

Commission Expires 3-8-26



**ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS  
LEASE AGREEMENT FOR OFFICE SPACE**

**Exhibit C**

**Furniture, Fixtures and Equipment Inventory**

Quantity	Item	Location
1	Office Desk	Office space
3	Office Chairs	Office space
1	Five-drawer Filing Cabinet	Office space
1	Shelving Unit	Office space

ORDER REAPPOINTING TRUSTEE OF  
PIPER CITY FIRE PROTECTION DISTRICT  
FORD COUNTY, ILLINOIS

Pursuant to the written Petition of WILLIAM MANHART, WILLIAM K. BERRY and RICHARD HITCHENS, for the reappointment of RICHARD HITCHENS as a Trustee of the PIPER CITY FIRE PROTECTION DISTRICT of Ford County, Illinois, WILLIAM BERRY is hereby reappointed Trustee of Piper City Fire Protection District for three years ending on the first Monday in May 2028, upon his filing his Bond as Trustee as provided by statute.

WHEREUPON WILLIAM BERRY presented his bond as Trustee in the form required by statute, duly executed with surety, which Bond is ordered approved and filed among the records of Ford County, Illinois.

---

Chairman, County Board of Supervisors,  
Ford County, Illinois

---

Ford County Clerk

**Resolution 25-**

**A RESOLUTION APPROVING THE LICENSED GARBAGE HAULER ORDINANCE  
IN FORD COUNTY, ILLINOIS**

**WHEREAS**, the Ford County Board recognizes the need to maintain a clean and sanitary environment for all residents and businesses within the County; and

**WHEREAS**, the Ford County Board seeks to regulate and ensure that garbage and waste collection within the County is handled efficiently and in a manner that promotes public health, safety, and environmental protection; and

**WHEREAS**, the Ford County Board desires to implement regulations regarding the licensing of garbage haulers operating within the jurisdiction of Ford County to ensure compliance with health and safety standards, and to safeguard the interests of the community by providing accountability and oversight of waste management services; and

**WHEREAS**, the County Board has reviewed the proposed Licensed Haulers Ordinance, and believes it is in the best interest of the County and its residents to adopt said ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the Ford County Board that the Licensed Haulers Ordinance be approved and adopted, effective immediately.

**PASSED AND ADOPTED** by the Ford County Board this 14<sup>th</sup> day of April, 2025.

---

**Chase McCall**  
Chairman of the Ford County Board

---

Attest: **Amy Frederick**  
Ford County Clerk & Recorder

**FORD COUNTY, ILLINOIS CODE OF ORDINANCES**  
**PUBLIC WORKS/SOLID WASTE/LICENSED HAULERS**  
**LICENSED HAULERS**

**LICENSE REQUIRED**

No person, firm or corporation shall engage in the business of collecting and/or hauling garbage or industrial refuse or refuse or undesirable refuse over and upon the roads, highways, and streets of Ford County (hereinafter County) unless the person, firm, or corporation shall be licensed by the County. No license shall be required to collect and/or haul yard waste.

**LICENSE**

No applicant shall be granted a license unless they have the proper and necessary machinery and other appliances for properly taking care of and disposing of the garbage or refuse in conformity with this ordinance as well as the health regulations of the state and the municipalities within the County. No license shall be granted to any applicant who has been guilty of any willful violation of any health or sanitary provision of the County, the State of Illinois, any municipality within the County, or is in default on any contract with the County, the State of Illinois, or the United States Government.

**APPLICATION**

(A) All applications for license shall be made to the Ford County Clerk on forms provided by the County.

(B) The application shall include:

- a. The name and address of the applicant;
- b. The trade or business name under which the applicant proposes to do business;
- c. The address or location from which the applicant will conduct his or her business and store his or her equipment;
- d. The location at which the licensee will dispose of all garbage and refuse collected;
- e. A certificate by the applicant that they will comply with the laws, ordinances and orders of all governmental bodies in the operation of their business, and that the applicant will not drop or store any garbage or refuse in any place which would be in violation of any zoning ordinance, law, code or other ordinances of any governmental body;
- f. Provide a bond in the amount of \$5,000 with surety to be approved by the Ford County Board guaranteeing that the licensee will comply with all of the terms and conditions of this chapter and all other county ordinances or resolutions. The bond shall not be cancelable without 30 days prior written notice to the County;
- g. A certification of insurance from an insurance company license to do business in the State of Illinois certifying that the licensee has the following coverage:

### **Comprehensive General Liability**

Combined single limit for bodily injury and property damage:  
\$1,000,000 per occurrence;  
\$2,000,000 general aggregate;  
\$2,000,000 products/completed operation aggregate.

### **Vehicle Liability**

Comprehensive form - owned, hired, non-owned:  
Bodily injury: \$500,000 each person. \$500,000 each accident;  
Property damage: \$100,000;

### **Excess/Umbrella Liability**

Each occurrence: \$2,000,000;  
Aggregate: \$2,000,000.

### **Worker's Compensation**

Coverage A: Statutory.  
Coverage B: \$100,000 each accident; \$100,000 disease – each employee; \$500,000 disease – policy limit.

The certificate of insurance shall be submitted to the County Clerk for approval prior to the issuance of each garbage hauler's license. The licensee shall provide satisfactory evidence to the Clerk that such insurance is in force and effect.

The insurance company shall be obliged to give not less than ten days written notice to the County Clerk and to the insured before there is any cancellation or termination of the policy prior to its expiration date. The cancellation, nonrenewal or other termination of the licensee's policy shall automatically revoke the licenses issued for the garbage hauling business covered, unless other insurance complies with the provisions of this subchapter which will go into effect at the date of such cancellation or termination.

The comprehensive general liability policy shall name as an additional insured the County, its elected officials, officers and employees.

### **FEE & EXPIRATION**

The license fee shall be \$200 per year for each licensee. All licensees shall expire on December 31 of each year regardless of when issued and there shall be no proration of the license fee. The fee shall not be refundable under any circumstances.



## **CONSTRUCTION OF VEHICLES**

The beds of all vehicles used in the collection of all garbage or refuse or yard waste shall conform to the following requirements:

- (A) They shall at all times be kept in a neat, clean and sanitary condition;
- (B) They shall be kept thoroughly cleaned so that when empty they will give off no offensive or obnoxious odors;
- (C) They shall not be overloaded;
- (D) They shall not be parked on the roads of the county in any one place for a period longer than is necessary to load the garbage, refuse or yard waste of the customer being immediately served;
- (E) The vehicle hauling garbage, refuse or yard waste shall at all times be kept neatly painted;
- (F) The driver of any such vehicle must have a valid driver's license required for the class of vehicle operated issued by the State of Illinois and be at least 18 years of age;
- (G) Vehicles shall be equipped with a watertight bed and tightly fitted with covers and be so constructed that no garbage, refuse, industrial refuse, undesirable refuse, hazardous waste or special waste conveyed therein shall be scattered or left in or upon any road, highway, street, alley or sidewalk in the County.

## **REVOCATION**

During the period covered by the license granted, if the licensee permits their equipment to fall into disrepair, fail to keep the same in a sanitary condition when not in use, fail to keep the same standards required by this chapter, fail to obey any of the provisions of this chapter, or to give non-adequate service, the license may be revoked after hearing by the County Board.

## **ADDITIONAL SERVICES**

Nothing contained in this chapter is intended to restrict customers and licensed haulers from increasing the level of services provided by the hauler, including, but not limited to, more frequent collections, back door collections, special collections of bulky items and the like.

## **HAZARDOUS WASTE**

No hazardous waste shall be collected within the County without the hauler thereof being licensed to perform such hauling by the Illinois Environmental Protection Agency.

## **REMOVAL OF ITEMS FROM RESIDENTIAL CUSTOMERS**

Every licensee serving residential customers within the County shall, at the request of the customer for haulers that offer, remove from the customer's premises any metal or plastics drums, scrap metal, wire, household appliances such as refrigerators, ranges, washer and dryers and household furniture and furnishings. The fee to be charged for this service shall be as negotiated between the licensee and the and the customer.

## **LICENSE RENEWALS**

All garbage haulers licenses shall be renewed by January 1 of each year and shall be valid for a period of one calendar year and shall expire on December 31 of each year. Licenses and the license fee are not pro-ratable. Any person holding a valid garbage haulers license shall be

entitled to a renewal thereof upon the payment of the annual license fee, the posting of a valid bond and surety and the filing of the insurance certificate.

### **ACCUMULATION ILLEGAL**

Garbage, refuse, industrial refuse, undesirable refuse, hazardous waste and special waste shall not be allowed to accumulate for more than seven days on any premises or in any waste material receptacles in the County.

### **ALLOWABLE STORAGE**

It shall be unlawful to accumulate and store garbage, refuse, industrial refuse, undesirable refuse, hazardous waste or special waste collected from any place other than the premises where the material was generated or originated, except that a truck used by a commercial hauler may accumulate and store the material collected.

### **DEPOSITS ON STREETS, ROADS AND HIGHWAYS**

It shall be unlawful to deposit or permit to fall from any vehicle any herbage, refuse, industrial refuse, undesirable refuse, hazardous waste, special waste or yard waste on any public road, highway, street or alley in the County; provided, that this section shall not be construed to prohibit placing garbage, refuse, industrial waste, undesirable refuse, hazardous waste, special waste or yard waste in a container complying with the provisions of this chapter preparatory to having such material collected and disposed of in the manner provided herein or disposed of in a manner provided by State of Illinois or federal laws and regulations.

### **OVERSIGHT & PENALTY**

In conjunction with the Ford County Health Department and Ford County Sheriff's Office, the County Board shall be responsible for oversight and maintenance of this ordinance in order to uphold the guidelines established herein. If a violation is found with either a licensed or unlicensed hauler, the County Board shall notify the Ford County State's Attorney to pursue appropriate mitigation and/or legal action.

Prior to the filing in any court of competent jurisdiction of a complaint for the alleged violations herein, the County must give written notice of the alleged violation, by United States certified mail, to the person and or entity allegedly violating the section advising of the alleged violation and granting a period of seven days within which to abate the alleged violation. In the event the alleged violation is not abated within the proscribed seven-day period, the County may proceed to file a complaint for a violation of this chapter in any court of competent jurisdiction. The notice shall be deemed to be given when deposited in the United States mail at the United States post office in Paxton, Illinois.

Any person, firm or corporation violating the provisions herein, in addition to the sanctions provided in each section, may be fined not less than \$100 nor more than \$1,000 for each offense per day of each occurrence, which shall be deemed a petty offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.



31112 N 3360 EAST RD  
CHENOA, IL 61726  
Phone: 815-945-7076

14040 N 3300 EAST RD  
ARROWSMITH, IL 61722  
Phone: 309-727-1500

875 E 900 NORTH RD  
GIBSON CITY, IL 60936  
Phone: 217-800-1158

505 FRONTAGE RD  
MCLEAN, IL 61754  
Phone: 309-874-2221

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3/20/2025

## **Proposal for Soil Sampling Services for Ford County Farm 3 (Pre-2025 Crop Year)**

### **Overview:**

This proposal outlines the soil sampling services to be conducted on Ford County Farm 3, a 125-acre farm (+ or – 2 ac) located in Ford County preparing the land for the 2025 crop year. The primary objective of this sampling is to assess the soil nutrient levels, pH, organic matter content, and other vital factors to guide effective fertilizer and soil amendment application. This service will help optimize crop yields and support environmentally sustainable farming practices.

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### **Scope of Services:**

#### **1. Site Assessment:**

- Initial consultation to discuss objectives and specific areas of concern.
- Identify zones across the 125 acres for soil sampling based on soil variability and field conditions.

#### **2. Soil Sampling:**

- A comprehensive zone-based sampling approach will be used to ensure accurate representation of the farm's soil characteristics.
- Collect samples at a depth appropriate for the crops to be grown (typically 6 to 8 inches for most crops).
- Each sample will be taken from representative areas, considering factors like crop history, drainage patterns, and field topography.

#### **3. Laboratory Analysis:**

- Samples will be sent to a certified soil testing for analysis of:
  - pH levels
  - Nutrient levels (N, P, K, Ca, Mg, and trace elements)
  - Organic matter content
  - Cation exchange capacity (CEC)
  - Soil texture (sand, silt, clay content)
  - Salinity levels (if relevant)

#### 4. **Comprehensive Report:**

- A detailed report will be provided, including:
  - Current nutrient levels and soil conditions
  - Fertilizer recommendations based on crop needs
  - pH adjustments and lime recommendations, if applicable
  - Suggested amendments for improving soil health
  - Management practices for optimizing soil fertility and crop production

#### 5. **Consultation:**

- A follow-up meeting or consultation to discuss results, answer any questions, and assist in the interpretation of recommendations.
  - Provide actionable insights and help in formulating a fertilization and crop management plan.
- 

### **Cost Breakdown:**

- **Total Cost for Soil Sampling Services on 125 Acres: \$1,200**

This includes:

- Site Assessment & Planning
  - Collection of Soil Samples
  - Laboratory Analysis
  - Comprehensive Soil Report
  - Consultation for Recommendations
- 

### **Timeline:**

- **Initial Consultation and Site Assessment:** Within 1 week of acceptance
  - **Soil Sampling:** Completed within 2 weeks after consultation
  - **Laboratory Analysis:** Typically 7-10 business days for results
  - **Final Report & Consultation:** Delivered within 2 weeks of receiving lab results
- 

### **Benefits of Soil Sampling:**

- **Maximize Crop Yield:** By identifying nutrient deficiencies and excesses, you can tailor your fertilization plan for optimal crop growth.
  - **Cost Efficiency:** Precise nutrient recommendations reduce unnecessary fertilizer expenses and prevent over-application.
  - **Environmental Sustainability:** Helps reduce environmental impact by ensuring nutrients are applied more efficiently, minimizing runoff and pollution.
  - **Long-Term Soil Health:** Regular soil testing helps build a consistent soil health management plan, improving soil quality year after year.
-

**Conclusion:**

The soil sampling service provided will offer invaluable insights into the health of your soil and help you make informed decisions for the upcoming crop year. By understanding the nutrient needs and pH levels of the soil, you can ensure your farm is better prepared for the 2025 growing season.

We look forward to working with you and contributing to the success of your farm!

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**Contact Information:**

Nic Roth  
BCS, LLC  
875 E 900 N Rd, Gibson City, IL 60936  
nic@soilbalance.com  
(309)242-4447

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**GRANT AGREEMENT  
BETWEEN  
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND OFFICE OF HOMELAND SECURITY  
AND  
County of Ford**

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

**PART ONE – The Uniform Terms**

Article I	Definitions
Article II	Award Information
Article III	Grantee Certifications and Representations
Article IV	Payment Requirements
Article V	Scope of Award Activities/Purpose of Award
Article VI	Budget
Article VII	Allowable Costs
Article VIII	Lobbying
Article IX	Maintenance and Accessibility of Records; Monitoring
Article X	Financial Reporting Requirements
Article XI	Performance Reporting Requirements
Article XII	Audit Requirements
Article XIII	Termination; Suspension; Non-compliance
Article XIV	Subcontracts/Subawards
Article XV	Notice of Change
Article XVI	Structural Reorganization and Reconstitution of Board Membership
Article XVII	Conflict of Interest
Article XVIII	Equipment or Property
Article XIX	Promotional Materials; Prior Notification
Article XX	Insurance
Article XXI	Lawsuits and Indemnification
Article XXII	Miscellaneous
Exhibit A	Project Description
Exhibit B	Deliverables or Milestones
Exhibit C	Contact Information
Exhibit D	Performance Measures and Standards
Exhibit E	Specific Conditions

**PART TWO – Grantor-Specific Terms**



**PART THREE – Project-Specific Terms**

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

**ILLINOIS EMERGENCY MANAGEMENT AGENCY  
AND OFFICE OF HOMELAND SECURITY**

**County of Ford**

By: \_\_\_\_\_  
Alicia Tate-Nadeau, Director

By: \_\_\_\_\_  
Debbie Smith, County Board Chairperson

By: \_\_\_\_\_  
Signature of Designee

By: \_\_\_\_\_  
Signature of Designee

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Title: \_\_\_\_\_  
Designee

Printed Title: \_\_\_\_\_  
Designee

**PART ONE – THE UNIFORM TERMS**

**ARTICLE I  
DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

"Grantee Compliance Enforcement System" has the same meaning as in 44 III. Admin. Code 7000.30.

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

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

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

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

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

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

"Period of Performance" has the same meaning as in 44 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" is used interchangeably with "Project."

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

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

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

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

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

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

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

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

**ARTICLE II  
AWARD INFORMATION**

2.1. Term. This Agreement is effective on October 1, 2023, and expires on September 30, 2026 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds (check one) ☒ must not exceed or ☐ are estimated to be \$32,459.66, of which \$16,229.83 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

The Grantee shall receive an amount not to exceed \$16,229.83 under this Agreement.

Such reimbursement by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is EMC-2024-EP-05002, the federal awarding agency is Federal Emergency Management Agency, and the Federal Award date is October 1, 2023. If applicable, the Assistance Listing Program Title is Emergency Management Performance Grants and Number is 97.042. The Catalog of State Financial Assistance (CSFA) Number is 588-40-0450 and the CSFA Name Emergency Management Performance Grants. If applicable, the State Award Identification Number (SAIN) is 24EMAFORD.

**ARTICLE III  
GRANTEE CERTIFICATIONS AND REPRESENTATIONS**

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and GRSBZHUW3UB6 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: 37-6000821 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

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

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

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

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

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

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) **Discriminatory Club Dues or Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

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

(g) **Drug-Free Workplace.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the

performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

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

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

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

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

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director, or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

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

(n) **Federal Funding Accountability and Transparency Act of 2006 (FFATA).** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

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



(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*).

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

#### ARTICLE IV PAYMENT REQUIREMENTS

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

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

4.6. Modifications to Estimated Amount. If the Agreement amount is established on an estimated

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

**4.7. Interest.**

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

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

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

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

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

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

**5.1. Scope of Award Activities/Purpose of Award.** Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and

conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE** (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in **Exhibit E**. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

## **ARTICLE VI BUDGET**

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

## **ARTICLE VII ALLOWABLE COSTS**

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

### 7.2. Indirect Cost Rate Submission.

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

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

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect

Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

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

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

(d) A grantee who does not have a current negotiated rate, may elect to charge the *de minimis* rate as set forth in 2 CFR 200.414(f), which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE VIII LOBBYING**

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

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

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

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

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

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

9.3. Failure to Maintain Books and Records. Failure to maintain adequate books, records and supporting documentation, as described in this ARTICLE, will result in the disallowance of costs for which there is insufficient supporting documentation and also establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements, including appropriate programmatic rules, regulations, and guidelines that the Grantor promulgates or implements, and performance



expectations of the Award. Grantee must timely submit all financial and performance reports, and must 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 X FINANCIAL REPORTING REQUIREMENTS

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

##### 10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must 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 must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will 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 Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

#### ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE. 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

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

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

## **ARTICLE XII**

### **AUDIT REQUIREMENTS**

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), 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.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must 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 Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

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

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

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than the threshold amount as set out in 44 Ill. Admin. Code 7000.90(c)(1) in State-issued Awards but expends at least the threshold amount as set out in 44 Ill. Admin Code 7000.90(c)(2) in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

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

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

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

#### 12.4. "For-Profit" Entities.

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

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends at least the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than the threshold amount as set out in 2 CFR 200.501(a) in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

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

12.5. Performance of Audits. For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only),

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

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

### **ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE**

#### **13.1. Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

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

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

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

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

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

7000.260.

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

13.5. Effects of Suspension and Termination.

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

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

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

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

ARTICLE XIV  
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this Award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obligates to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misspent or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV  
NOTICE OF CHANGE**

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

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

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

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

**ARTICLE XVII  
CONFLICT OF INTEREST**

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

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any officer or any person employed by an office or agency of the State of



Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

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

#### **ARTICLE XVIII EQUIPMENT OR PROPERTY**

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

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

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

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

**ARTICLE XIX  
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

19.1. Promotional and Written Materials. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

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

**ARTICLE XX  
INSURANCE**

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

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

**ARTICLE XXI  
LAWSUITS AND INDEMNIFICATION**

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

21.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. Grantee must 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 is governed by the State Employee Indemnification Act (5 ILCS 350/.01 *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 unit as designated in Paragraph 3.2. 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 the other 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 is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

**ARTICLE XXII  
MISCELLANEOUS**

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

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

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

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

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

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

22.8. Compliance with Law. Grantee is responsible for ensuring that Grantee's Obligations and services hereunder are performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

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

22.10. Precedence.

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

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

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

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

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

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

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**EXHIBIT A**

**PROJECT DESCRIPTION**

The Grantor has been awarded an Emergency Management Performance Grant (EMPG) from the Federal Emergency Management Agency (FEMA). The Grantee will utilize EMPG grant funds in accordance with the Emergency Management Assistance (EMA) program as outlined in the Grantee's FFY 24 Grant Program Application. The EMA Program will aid the Grantee in the administration of effective emergency management in the areas of personnel and benefits, travel, organization, and equipment.

**EXHIBIT B**

**DELIVERABLES OR MILESTONES**

Deliverables are directly related to the successful completion of the expenditures and projects listed in the approved application.

The approved Application outlines the expenditures for which the Grantee will seek reimbursement. The Grantor will only reimburse those expenditures that are specifically listed on the approved Application and incurred within the performance period.

The Grantee is required to perform each of the following tasks:

1. Timely submission of quarterly reports that include both financial and performance-based information as set forth in Exhibit E.
2. Required training and exercise participation as set forth in Part III.

EXHIBIT C

CONTACT INFORMATION

CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:

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

GRANTOR CONTACT

Name: Nichole Strayer  
Title: EMPG Grant Program Manager  
Address: 2200 South Dirksen Parkway  
Springfield, IL 62703  
Phone: 217-527-7890  
E-mail: [Nichole.strayer@illinois.gov](mailto:Nichole.strayer@illinois.gov)

GRANTEE CONTACT

Name: Terry Whitebird  
Address: 200 West State Street RM B5  
Paxton, IL 60957-1179  
Phone: 217-379-9415  
E-mail: [twhitebird@fordcounty.illinois.gov](mailto:twhitebird@fordcounty.illinois.gov)



**EXHIBIT D**

**PERFORMANCE MEASURES AND STANDARDS**

The Grantee shall provide a quarterly Reimbursement Request and Reporting Form to IEMA-OHS within thirty (30) days after the end of the quarter throughout the performance period of the Agreement.

The Grantee must submit a final Reimbursement Request and Reporting Form to the Grantor within 30 days after the expiration of the Agreement, or within 30 days of completion of all approved projects, whichever occurs first.

The quarterly reporting schedule is as follows:

Quarter 1: October 1, 2024-December 31, 2024: Due January 30, 2025

Quarter 2: January 1, 2025-March 31, 2025: Due April 30, 2025

Quarter 3: April 1, 2025-June 30, 2025: Due July 15, 2025

Quarter 4: July 1, 2025-September 30, 2025: Due October 30, 2025

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved scope of work and budget outlined in Section 2.3, and the terms outlined in this Agreement.
2. The timely submittal of required documentation, as defined in this Agreement.
3. Adequate results from grant monitoring conducted by the Grantor.

**EXHIBIT E**

**SPECIFIC CONDITIONS**

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

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

**Financial and Programmatic Reporting (2 CFR 200.327):**

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 that proper policies and procedures are in place for audits within 1 year, or prior to the next financial review.



**PART TWO –GRANTOR-SPECIFIC TERMS**

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

The Grantee agrees to comply with any special conditions contained in the Notice of State Award (NOSA) that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

1. If not submitted as part of the application, within 90 days after complete execution of the grant agreement, the subrecipient shall provide the following to IEMA:
  - A. A Nondiscrimination Policy Statement referencing:
    - i. Title VI of the Civil Rights Act of 1964
    - ii. Section 504 of the Rehabilitation Act of 1972
    - iii. Title IX of the Education Amendments Act of 1972
    - iv. Age Discrimination Act of 1975
    - v. U.S. Department of Homeland Security region 6 C.F.R. Part 9.
  - B. List of designated staff to coordinate and carry out responsibilities related to compliance with the civil rights laws, including a description of the responsibilities.
  - C. Procedures for accepting and responding to discrimination complaints.
  - D. A language access policy and plan; and a disability access policy and reasonable accommodations procedure
2. Pursuant to section 889(b)(1) of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA)*, Pub. L. No. 115-232 (2018), grantee may not use any funds under this grant award to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system as defined herein.
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system as defined herein.

**Definitions**

Covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications

equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

iii. Telecommunications or video surveillance services provided by such entities or using such equipment;  
or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China

**PART THREE –PROJECT-SPECIFIC TERMS**

In addition to the uniform requirements in **PART ONE** and Grantor-Specific Terms in **PART TWO**, Grantor has the following additional requirements for this Project:

1. All allocations and use of funds by the Grantee shall be in accordance with the applicable notice of funding opportunity. The Grantee shall comply with all applicable federal statutes, state statutes, including but not limited to 20 ILCS 3305, regulations, including but not limited to 32 Ill. Admin. Code 301, executive orders, and other policies and requirements in carrying out any project supported by these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this Agreement. Failure to comply with all applicable federal statutes, state statutes, regulations, executive orders, and other policies and requirements as described herein may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs and will be considered a material breach of this Agreement.
2. All personnel who are funded in whole or in part with the funds from this Agreement are required to successfully complete: (a) specified National Incident Management System (NIMS) courses (IS 100, IS 200, IS 700 and IS 800); (b) either (i) the FEMA Professional Development Series (PDS) (IS 120, IS 230, IS 235, IS 240, IS 241, IS 242 and IS 244) or (ii) the Emergency Management Professionals Program (EMPP) Basic Academy. New employees have 12 months from the date of hire to complete the training requirement. All employees must ensure that their course certificates have been submitted to their respective Grantor Regional Office for entry on their training transcript by September 30, 2025.
3. The Grantee is required to maintain adoption and implementation of the National Incident Management System.
4. If funding will be used to purchase emergency communications equipment or to fund related activities, the Grantee shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
5. The Grantee will provide all necessary financial and managerial resources to meet the terms and conditions of this Agreement.
6. This Agreement may be amended because of changes in state or federal statutes, regulations, or grant award policies; an extension in the grant award term; an increase in the amount of funds granted; or any other provision requiring a modification. Grantor may remove (or reduce) a Specific Condition included in this Exhibit E by providing notice in writing to the Grantee. All other modifications must be in writing and signed by both parties.
7. The Grantee agrees that funds under this award will be used to supplement, but not supplant, state or local funds budgeted for the same purposes. The Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
8. The Grantee shall not undertake any project having the potential to impact EHP resources or initiate procurement without the prior approval of FEMA, including but not limited to construction of

communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities. The EHP review process involves the submission of a detailed project description along with supporting documentation, so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed and approved before funds are released to carry out the proposed project. The Grantee must comply with all conditions placed on the project as the result of the EHP review. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements. If ground-disturbing activities occur during project implementation, the Grantee must ensure monitoring of ground disturbance, and if any potential archeological resources are discovered, the Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Any activities that have been initiated without the necessary EHP review and approval will result in a non-compliance finding and will not be eligible for FEMA funding.

9. The Grantee completes and submits to their respective IEMA Regional Office an updated Multi-Year Integrated Preparedness Plan (IPP) by March 15, and September 1, 2025, as well as the Illinois Capability and THIRA Tool (IL-CATT) for their organization by March 15, and September 1, 2025.



## Memorandum of Agreement

### Transportation services for evacuation of the public including people with access and functional needs

Between: Ford County EMA

And

First Student

#### 1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby through which First Student (hereafter referred to as the Transportation Company) agrees to support the Ford County (hereafter referred to as the OA) and work together as cooperating parties during emergency evacuations, including aiding in the safe transport of children, the elderly and people with access and functional needs.

#### 2. Description

The OA and the Transportation Company enter into this MOA in good faith for the provision of transportation services to support evacuation orders issued as a result of natural, technological or human-caused disaster. The following is representative of, but not limited to, the principle tasks the Transportation Company might be activated to accomplish:

- a. Transport evacuees from at-risk areas to reception centers, shelters or other safe havens
- b. Modify existing transportation services to better serve the transportation needs of evacuees
- c. Modify existing transportation policies (e.g. fare policies, pets on vehicles, securement of mobility devices) to better accommodate the needs of evacuees (including people with access and functional needs)
- d. Return evacuees from safe havens to their residences (re-entry).

#### 3. Deployment Activity

This agreement may be activated only by notification by the designated Incident Commander (IC) or his/her designee. Deployment activation, pursuant to this MOA, may occur at any time, day or night, including weekends and/or holidays; including 24/7 continuous service.

Upon acceptance of deployment, the Transportation Company will have equipment en route to the designated location within 120 minutes from the time it receives the official deployment notification from the IC or his/her designee. For reimbursement purposes, mission tasking will begin when the Transportation Company's personnel checks in at the incident Staging Area and will conclude when the deployment authorization has been met or the IC and/or his designee issues demobilization orders for the resource(s).

- a. Provide a bus for temporary shelter for Responders and/or displace residents (if it is a large fire).

#### 4. Terms

- a. This agreement shall be in full force and effect beginning the date of execution and ending 12/31/2030.
- b. This agreement will be renewed automatically unless terminated pursuant to the terms hereof

- c. Transportation Company personnel who respond must be in good standing with the company, and up to date on all requisite licensing and permitting
- d. Deployed Transportation Company personnel must abide by all federal, state and local laws
- e. All deployed personnel from the Transportation Company will be properly identified by uniform and employer identification card with photo.
- f. The Transportation Company will only deploy staff upon receipt and under the terms of the official deployment notification(s) as described in Section 3.
- g. The Transportation Company must provide detailed records certifying miles and hours of service provided.

## **5. Cost Reimbursement**

- a. In the event that this Agreement is activated and Transportation Company assets are deployed, the Transportation Company may invoice the OA based on the total allocated cost per mile and cost per hour.
- b. This MOU does not include the reimbursement of funds between the two parties. The two parties may negotiate a fee for long-term services in "State or Federal Declared Disasters" if a high level of service is requested by Ford County Emergency Management.

## **6. Method for reimbursement**

- a. The OA will provide a method for submitting the required information for invoicing as part of the initial notification.
- b. The Transportation Company must submit accurate paperwork, documentation, receipts and invoices to the OA within 30 days after demobilization.
- c. If the OA determines that the Transportation Company has met all requirements for reimbursement, they will reimburse the Transportation Company within 30 days of receiving a properly executed reimbursement request.

## **7. Resource estimates**

In order for the OA to properly plan for transportation needs for disaster response, the Transportation Company estimates the following resources could be made available by the Transportation Company:

- Detail vehicles that may be made available
- Detail staff that may be made available

## **8. Contract Claims**

This Agreement shall be governed by and constructed in accordance with the laws of the state of California as interpreted by California courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution.

## **9. Hold Harmless/Indemnification**

The Transportation Company will hold harmless and indemnify the OA against any and all claims for damages, including but not limited to all costs of defense including attorneys fees, all personal injury or wrongful death claims, all worker's compensation claims, or other on the job injury claims arising in any way whatsoever from transportation of the public, including individuals with access and functional needs; during the disaster evacuation or re entry to their residence(s).

## 10. Acceptance Agreement

A Transportation Company offering to enter into this MOA shall fully complete this MOA with information requested herein, sign two originals of a fully completed MOA, and sent both via regular US mail.

In addition, a copy of the MOA, signed and fully completed by the Transportation Company, shall be faxed or sent to the OA.

As noted, by the signature (below) of the Transportation Company or its authorized agent, the Transportation Company agrees to accept the terms and conditions as set forth in this Agreement, agrees to abide by the requirements for reimbursement and waives the right to file a claim to be reimbursed for any amount above the payment schedule amount, as outlined herein. All amendments of this MOA must be in writing and agreed to by the Transportation Company and OA.

### Name of Transportation Company

First Student

Address

501 North Market Street

Paxton, IL 60957

contact information

Primary: Jessica Grabow

Secondary:

Signature of Company Representative or Authorized Agent:

Printed Name and Title

Date

### Ford County Office of Emergency Management

Address

200 West State Street, Room B5  
Paxton, IL 60957

contact information

Primary: Terry Whitebird (217) 379-9415  
Secondary: Danny Neal (217) 379-9415

Signature of Office of Emergency Management:

Printed Name and Title

Date

Ford County Board Chairperson

Ford County Clerk

## Memorandum of Agreement

### Transportation services for evacuation of the public including people with access and functional needs

Between: Ford County EMA

And

Tri-Point School District

#### 1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby through which Tri-Point School District (hereafter referred to as the Transportation Company) agrees to support the Ford County (hereafter referred to as the OA) and work together as cooperating parties during emergency evacuations, including aiding in the safe transport of children, the elderly and people with access and functional needs.

#### 2. Description

The OA and the Transportation Company enter into this MOA in good faith for the provision of transportation services to support evacuation orders issued as a result of natural, technological or human-caused disaster. The following is representative of, but not limited to, the principle tasks the Transportation Company might be activated to accomplish:

- a. Transport evacuees from at-risk areas to reception centers, shelters or other safe havens
- b. Modify existing transportation services to better serve the transportation needs of evacuees
- c. Modify existing transportation policies (e.g. fare policies, pets on vehicles, securement of mobility devices) to better accommodate the needs of evacuees (including people with access and functional needs)
- d. Return evacuees from safe havens to their residences (re-entry).

#### 3. Deployment Activity

This agreement may be activated only by notification by the designated Incident Commander (IC) or his/her designee. Deployment activation, pursuant to this MOA, may occur at any time, day or night, including weekends and/or holidays; including 24/7 continuous service.

Upon acceptance of deployment, the Transportation Company will have equipment en route to the designated location within 120 minutes from the time it receives the official deployment notification from the IC or his/her designee. For reimbursement purposes, mission tasking will begin when the Transportation Company's personnel checks in at the incident Staging Area and will conclude when the deployment authorization has been met or the IC and/or his designee issues demobilization orders for the resource(s).

- a. Provide a bus for temporary shelter for Responders and/or displace residents (if it is a large fire).

#### 4. Terms

- a. This agreement shall be in full force and effect beginning the date of execution and ending 12/31/2030.
- b. This agreement will be renewed automatically unless terminated pursuant to the terms hereof

- c. Transportation Company personnel who respond must be in good standing with the company, and up to date on all requisite licensing and permitting
- d. Deployed Transportation Company personnel must abide by all federal, state and local laws
- e. All deployed personnel from the Transportation Company will be properly identified by uniform and employer identification card with photo.
- f. The Transportation Company will only deploy staff upon receipt and under the terms of the official deployment notification(s) as described in Section 3.
- g. The Transportation Company must provide detailed records certifying miles and hours of service provided.

## **5. Cost Reimbursement**

- a. In the event that this Agreement is activated and Transportation Company assets are deployed, the Transportation Company may invoice the OA based on the total allocated cost per mile and cost per hour.
- b. This MOU does not include the reimbursement of funds between the two parties. The two parties may negotiate a fee for long-term services in "State or Federal Declared Disasters" if a high level of service is requested by Ford County Emergency Management.

## **6. Method for reimbursement**

- a. The OA will provide a method for submitting the required information for invoicing as part of the initial notification.
- b. The Transportation Company must submit accurate paperwork, documentation, receipts and invoices to the OA within 30 days after demobilization.
- c. If the OA determines that the Transportation Company has met all requirements for reimbursement, they will reimburse the Transportation Company within 30 days of receiving a properly executed reimbursement request.

## **7. Resource estimates**

In order for the OA to properly plan for transportation needs for disaster response, the Transportation Company estimates the following resources could be made available by the Transportation Company:

- Detail vehicles that may be made available
- Detail staff that may be made available

## **8. Contract Claims**

This Agreement shall be governed by and constructed in accordance with the laws of the state of California as interpreted by California courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution.

## **9. Hold Harmless/Indemnification**

The Transportation Company will hold harmless and indemnify the OA against any and all claims for damages, including but not limited to all costs of defense including attorneys fees, all personal injury or wrongful death claims, all worker's compensation claims, or other on the job injury claims arising in any way whatsoever from transportation of the public, including individuals with access and functional needs; during the disaster evacuation or re entry to their residence(s).

## 10. Acceptance Agreement

A Transportation Company offering to enter into this MOA shall fully complete this MOA with information requested herein, sign two originals of a fully completed MOA, and sent both via regular US mail.

In addition, a copy of the MOA, signed and fully completed by the Transportation Company, shall be faxed or sent to the OA.

As noted, by the signature (below) of the Transportation Company or its authorized agent, the Transportation Company agrees to accept the terms and conditions as set forth in this Agreement, agrees to abide by the requirements for reimbursement and waives the right to file a claim to be reimbursed for any amount above the payment schedule amount, as outlined herein. All amendments of this MOA must be in writing and agreed to by the Transportation Company and OA.

### Name of Transportation Company

Tri-Point School District

#### Address

101 East Main Street, P.O. Box 128

Kempton, IL 60946

#### contact information

Primary: Jay Bennett

Secondary: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Representative or Authorized Agent:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

### Ford County Office of Emergency Management

#### Address

200 West State Steet, Room B5  
Paxton, IL 6095

#### contact information

Primary: Terry Whitebird (217) 379-9415

Secondary: Danny Neal (217) 379-9415

\_\_\_\_\_  
Signature of Office of Emergency Management:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ford County Board Chairperson

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

## Memorandum of Agreement

### Transportation services for evacuation of the public including people with access and functional needs

Between: Ford County EMA

And Illinois Central School Bus.

#### 1. Purpose

The purpose of this Memorandum of Agreement (MOA) is to establish a mechanism whereby through which Illinois Central School Bus (hereafter referred to as the Transportation Company) agrees to support the Ford County (hereafter referred to as the OA) and work together as cooperating parties during emergency evacuations, including aiding in the safe transport of children, the elderly and people with access and functional needs.

#### 2. Description

The OA and the Transportation Company enter into this MOA in good faith for the provision of transportation services to support evacuation orders issued as a result of natural, technological or human-caused disaster. The following is representative of, but not limited to, the principle tasks the Transportation Company might be activated to accomplish:

- a. Transport evacuees from at-risk areas to reception centers, shelters or other safe havens
- b. Modify existing transportation services to better serve the transportation needs of evacuees
- c. Modify existing transportation policies (e.g. fare policies, pets on vehicles, securement of mobility devices) to better accommodate the needs of evacuees (including people with access and functional needs)
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- a. Prove a bus for temporary shelter for Responders and/or displace residents (if it is a large fire).

#### 4. Terms

- a. This agreement shall be in full force and effect beginning the date of execution and ending 12/31/2030.
- b. This agreement will be renewed automatically unless terminated pursuant to the terms hereof



- c. Transportation Company personnel who respond must be in good standing with the company, and up to date on all requisite licensing and permitting
- d. Deployed Transportation Company personnel must abide by all federal, state and local laws
- e. All deployed personnel from the Transportation Company will be properly identified by uniform and employer identification card with photo.
- f. The Transportation Company will only deploy staff upon receipt and under the terms of the official deployment notification(s) as described in Section 3.
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- b. This MOU does not include the reimbursement of funds between the two parties. The two parties may negotiate a fee for long-term services in "State or Federal Declared Disasters" if a high level of service is requested by Ford County Emergency Management.

#### **6. Method for reimbursement**

- a. The OA will provide a method for submitting the required information for invoicing as part of the initial notification.
- b. The Transportation Company must submit accurate paperwork, documentation, receipts and invoices to the OA within 30 days after demobilization.
- c. If the OA determines that the Transportation Company has met all requirements for reimbursement, they will reimburse the Transportation Company within 30 days of receiving a properly executed reimbursement request.

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In order for the OA to properly plan for transportation needs for disaster response, the Transportation Company estimates the following resources could be made available by the Transportation Company:

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- Detail staff that may be made available

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This Agreement shall be governed by and constructed in accordance with the laws of the state of California as interpreted by California courts. However, the parties may attempt to resolve any dispute arising under this Agreement by any appropriate means of dispute resolution.

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The Transportation Company will hold harmless and indemnify the OA against any and all claims for damages, including but not limited to all costs of defense including attorneys fees, all personal injury or wrongful death claims, all worker's compensation claims, or other on the job injury claims arising in any way whatsoever from transportation of the public, including individuals with access and functional needs; during the disaster evacuation or re entry to their residence(s).

## 10. Acceptance Agreement

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In addition, a copy of the MOA, signed and fully completed by the Transportation Company, shall be faxed or sent to the OA.

As noted, by the signature (below) of the Transportation Company or its authorized agent, the Transportation Company agrees to accept the terms and conditions as set forth in this Agreement, agrees to abide by the requirements for reimbursement and waives the right to file a claim to be reimbursed for any amount above the payment schedule amount, as outlined herein. All amendments of this MOA must be in writing and agreed to by the Transportation Company and OA.

### Name of Transportation Company

Illinois Central School Bus

#### Address

24 East 7th Street

Gibson City, IL 60936

#### contact information

Primary: \_\_\_\_\_

Secondary: \_\_\_\_\_

\_\_\_\_\_  
Signature of Company Representative or Authorized Agent:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

### Ford County Office of Emergency Management

#### Address

200 West State Steet, Room B5  
Paxton, IL 6095

#### contact information

Primary: Terry Whitebird (217) 379-9415

Secondary: Danny Neal (217) 379-9415

\_\_\_\_\_  
Signature of Office of Emergency Management:

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ford County Board Chairperson

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

202032

**Intergovernmental Agreement  
between the  
Illinois Department of Natural Resources  
and Ford County, Paxton, Illinois**

This Intergovernmental Agreement ("Agreement") is entered into between the Illinois Department of Natural Resources ("IDNR") and Ford County, Paxton, Illinois (Ford County).

Whereas, IDNR and Ford County have the authority to enter into intergovernmental agreements pursuant to the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

Whereas, Ford County desires to lease and enroll real property located in Illinois described in Attachment A ("Leased Premises") in IDNR's Illinois Recreational Access Program ("IRAP") which provides Illinois or non-Illinois residents who have been approved by IDNR ("IRAP Participants") the access to lands for various hunting and recreational activities as defined herein through the IRAP Program.

Whereas, IDNR desires to lease the Leased Premises from Ford County pursuant to 20 ILCS 805/805-230, to make the Leased Premises available to IRAP Participants for the various hunting and recreational activities as defined herein.

Whereas, both IDNR and Ford County intend for this Agreement to comply and be construed to comply with the provisions of the State of Illinois Recreational Use of Land and Water Areas Act, 745 ILCS 65/1 *et seq.* ("Act"), where applicable, to the extent allowable by law.

Whereas, both IDNR and Ford County recognize that public access and use of the Leased Premises must be appropriately managed to prevent conflicts of use, or interference with the present and future operation and use of the Leased Premises.

Now therefore, in consideration of the mutual covenant and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in full compliance with the provisions of the Act, where applicable, IDNR and Ford County agree as follows:

1. Ford County hereby leases to IDNR the Leased Premises for the sole purpose of managing the Leased Premises to provide public access for the activities authorized below in accordance with the IRAP Program. Public use of the Leased Premises will be permitted in the designated areas only described in Attachment A.
2. Leased Premises to be enrolled in IRAP identified in Attachment A include specific maps with marked location(s) of the access area(s).
3. The term of this Agreement shall begin on the date of signature by IDNR and shall terminate on December 31, 2026 ("Term").
4. This Agreement may be terminated by either party upon thirty (30) days written notice. IDNR may terminate the Agreement for unsatisfactory performance by giving Ford County written notice. Termination for unsatisfactory performance shall be effective immediately upon receipt.

5. IDNR and the Ford County Board of Paxton, Illinois may work together to develop a mutually agreed upon Habitat Management Plan for the Leased Premises.
6. For the enrolled Leased Premises identified in Attachment A, Ford County agrees:
  - a. To allow IRAP Participants access to the Leased Property to take part in the hunting and recreational activities defined herein which are YOUTH FIREARM DEER HUNTING SEASON – 10 days between October 1 through October 15 and ARCHERY DEER HUNTING – Adult and Youth, October 16 through October 31 and December 16 through December 31 each year, as legally described in Illinois Digest of Hunting and Trapping Regulations.
  - b. Ford County further agrees:
    - i. To ensure that walk-in hunting access is provided during the youth shotgun and archery deer hunting season;
    - ii. To allow the use of portable blinds and non-intrusive stands (straps), if appropriate;
    - iii. To allow multiple hunters per site where approved in advance by Ford County and IRAP staff; and
    - iv. To allow harvested deer to be field dressed on site.
  - c. To allow IDNR or its designee(s) access to the Leased Premises at any time to perform obligations in accordance with this Agreement or IDNR's IRAP Program;
  - d. To permit IDNR or its designee(s) to erect posts, signs, and other materials to be placed on the Leased Premises for the purpose of marking parking and hunting areas, or to promote and publicize the IRAP Program;
  - e. To consent to and, to the extent of this Agreement, manage the Leased Premises in accordance with the Habitat Management Plan, if any, for the above Leased Premises.
  - f. To reasonably protect all habitat from destruction such as, but not limited to, livestock grazing, mowing, fires, tillage, chemical spraying, and timber cutting, and to report habitat changes to IDNR as soon as they occur or are discovered;
  - g. To enforce applicable local laws and regulations and comply with all applicable Federal and State statutes and regulations, and further to timely report to IDNR any noticed or perceived violation of such;
  - h. To notify IDNR at least 30 days prior to a change in ownership of the Leased Premises,
  - i. To reimburse IDNR the pro-rated amount for expenses incurred by IDNR for implementation of habitat management projects should Ford County terminate this Agreement or lease, sell, or otherwise encumber the above Leased Premises;
  - j. To allow IDNR or its designees to assign a disabled hunter access to the Leased Premises for specific IRAP activities and, if necessary, allow the disabled hunters to use their personal ATV and/or assistant while hunting on specified Leased Property.
7. For the above enrolled Leased Premises, IDNR agrees to:
  - a. Register IRAP hunting participants and assign hunting sites, by means of lottery, on Leased Premises;
  - b. Have all assigned hunters sign a release of liability waiver that Ford County has had the opportunity to review;
  - c. Assist Ford County with habitat management of Leased Premises through technical assistance and cost-share funding (if available) as may be described in the IDNR Habitat Management Plan for the Leased Premises; and
  - d. Promote Youth Shotgun and Archery deer hunting on Leased Premises

8. This Agreement shall be governed in all respects by the laws of the State of Illinois. Any permits and/or licenses necessary to perform the work will be secured and paid for by Ford County.
9. This Agreement is contingent upon and subject to the availability of sufficient funds. IDNR 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 IDNR by the State or the Federal funding source, (ii) the Governor or IDNR reserves funds, or (iii) the Governor or IDNR determines that funds will not or may not be available for payment. The IDNR shall provide notice, in writing, to Ford County 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.
10. Ford County shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the IDNR pursuant the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by Ford County for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement. If federal funds are used to pay Agreement costs, Ford County must retain its records for three years (2 CFR 200.333). Books and records required to be maintained under this section shall be available for review or audit by representatives of: IDNR, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Ford County shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the IDNR for the recovery of any funds paid by the IDNR under the Agreement for which adequate books and records are not available to support the purported disbursement.
11. Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Agreement officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between IDNR's and Ford County's terms, conditions and attachments, IDNR's terms, conditions and attachments shall prevail.
12. This Agreement and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this Agreement.
13. Ford County shall indemnify and hold harmless IDNR, and the State of Illinois from and against any and all causes of action, liability, claims, demands, losses, settlements, damages, judgments, and attorney's fees arising out of: (a) any breach or violation by Ford County of any of its certifications, representations, warranties, covenants or agreements; (b) damage to any property or other damage or loss claimed to result in whole or in part from Ford County's negligent performance; (c) any act, activity, or omission of Ford County or any of its employees, representatives, or agents provided that said claims, demands, losses, damages, or injuries have not been caused in whole or in part by the negligence or willful misconduct of

IDNR or the State of Illinois. IDNR will not provide Ford County with liability protection for the Leased Premises when in use by an approved IRAP Participant. Neither party shall be liable for incidental, special, consequential, or punitive damages.

14. No Party may assign or delegate, in whole or part, the rights or obligations created by this Agreement without the prior written consent of the other Party.
15. This Agreement, including Attachment A, constitutes the entirety of the Agreement between the parties and supersedes any other agreement or communication, whether written or oral, that may have been made by either party.
16. All notices, submissions or other correspondence required to be given to the Department or to Ford County shall be delivered or mailed to the following addresses:

Illinois Department of Natural Resources  
Contact: Tammy Miller  
Special Programs Manager  
One Natural Resources Way  
Springfield, Illinois 62702

Email: tammy.miller@illinois.gov  
Telephone: 217-524-1266

Ford County  
Contact: Debbie Smith  
Executive Director  
Ford County  
200 W. State St.  
Paxton, Illinois 60957

Email: dsmith@fordcounty.illinois.gov  
Telephone: 217-379-9400

17. Should any provision of this Agreement be found illegal, invalid, or void, said provision shall be considered severable from this Agreement, the remaining provisions shall not be impaired, and the Agreement shall be interpreted, to the extent possible, to give full effect to the parties' intent.
18. The parties agree that no third-party beneficiary rights in favor of any person or entity are, nor are they intended to be, created by this Agreement.
19. The below signatories represent that they are duly authorized to execute this Agreement on behalf of their respective bodies, effective on the last dated signature of the Parties.

FOR THE STATE OF ILLINOIS,

DEPARTMENT OF NATURAL RESOURCES:

Natalie Phelps Finnie

Natalie Phelps Finnie, Director  
Illinois Department of Natural Resources  
One Natural Resources Way  
Springfield, Illinois 62702

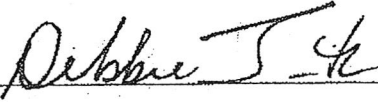
Date: 7/25/23

APPROVED FOR EXECUTION

Date: 7/20/2023

Legal Counsel: Nicole Thomas

FOR FORD COUNTY OF PAXTON, ILLINOS:



Date: June 12, 2023

Debbie Smith, Board Chairman  
Ford County  
200 W. State St.  
Paxton, Illinois 60957

IL Recreational Access Program

(217) 782-0137

DNR.IRAP@illinois.gov



# IRAP YOUTH FIREARM DEER HUNTING



Parking



Hunting Boundary

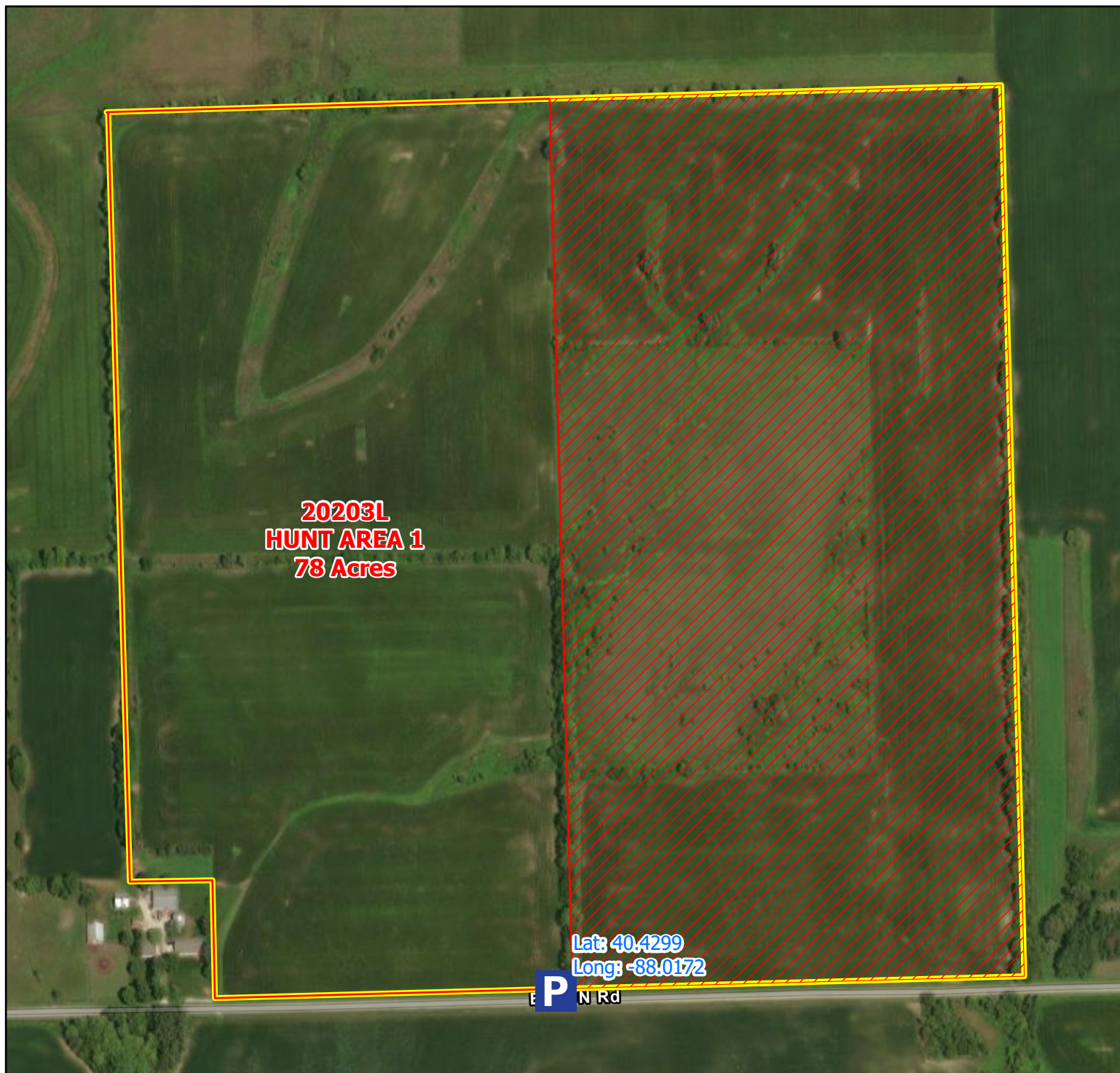
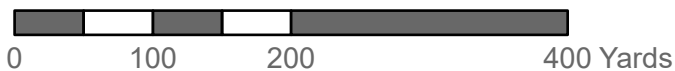


Restricted Access



Property Boundary

IRAP ID: 20203L





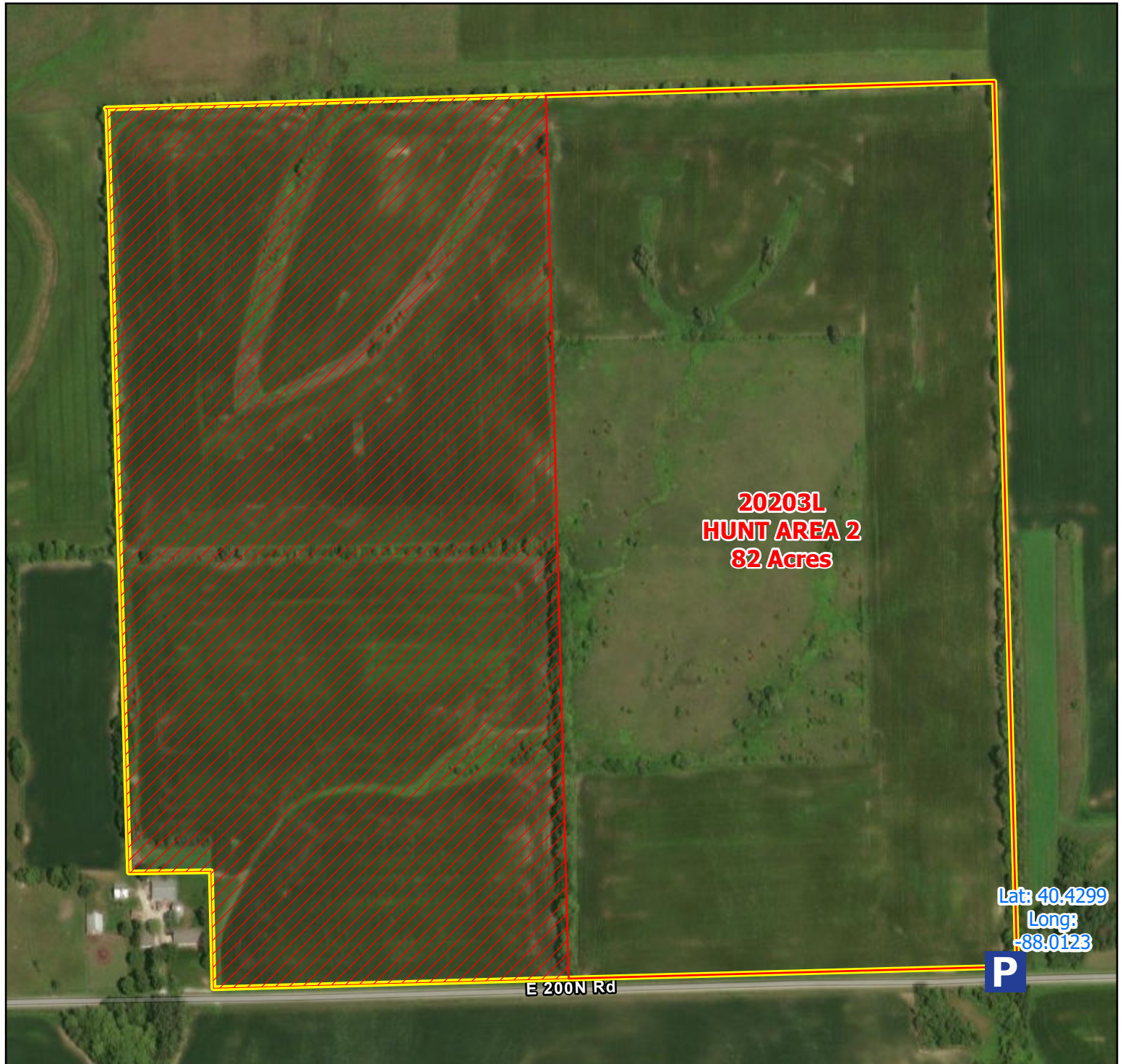
# IRAP YOUTH FIREARM DEER HUNTING



- Parking
- Hunting Boundary
- Restricted Access
- Property Boundary

IRAP ID: 20203L

0 100 200 400 Yards



**FORD COUNTY BOARD SPECIFICALLY  
FINANCE COMMITTEE MEETING  
MONDAY, MARCH 10, 2025**

The Finance Committee met on Monday, March 10, 2025, at 5:00 P.M. in the Sheriff's Boardroom at the Jail. Roll Call showed the following in attendance: Mrs. Mussman, Mr. Ferguson, Mr. Kerber, Mr. Niewold and Mr. Vaughn. Also in attendance were Sheriff Johnson, Chief Probation Officer J. Harrison, and Clerk & Recorder Frederick.

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

After the committee reviewed the submitted Finance claims, Mr. Vaughn made the motion to pass all submitted Finance claims to the full board for approval. Mr. Ferguson seconded it. Roll Call – Unanimous

After the committee reviewed the submitted ARPA claims, Mr. Vaughn made the motion to pass all submitted ARPA claims to the full board for approval. Mr. Ferguson seconded it. Roll Call – Unanimous

Mr. Vaughn briefly discussed Coroner Roderick needing a larger budget to hire more Deputy Coroner's, Mr. Vaughn suggested the coroner bring the concern to the Finance committee during the FY 2026 budget process.

Chairman Mussman discussed moving the next Finance committee meeting to Friday, April 11, 2025, at 10:00 A.M.

Mr. Niewold moved to adjourn; Mr. Vaughn seconded it.  
Meeting adjourned at 5:34 P.M.

Voice Vote – Carried

Respectfully Submitted,

Amy Frederick  
Ford County Clerk & Recorder

## Ford County Farm Committee Meeting

Monday, March 17, 2025 – 4:30pm in the Sheriff's Boardroom at the jail.

The meeting was called to order at 4:32

Roll Call – Tom McQuinn, Garrett Kerber, and Greg Niewold Present; Sarah Mussman and Cindy Ihrke Absent; Public in Attendance Nick Purcell

Agenda Approval – Motion Tom McQuinn; 2<sup>nd</sup> Garrett Kerber ; Motion passed

Public Comment – Nick Purcell, tenant of Farm #3 asked for coordination of all parties involved to avoid any problems with access from the road to the old pasture prairie site. Greg Niewold stated he would coordinate lines of open communication between all parties, but did not foresee any issues because hunting season starts after harvest, and the site was burned and reseeded last year.

Old Business – None

New Business -

Discussion took place regarding the schedule for accepting cash rent bids for County Farms 1 & 2 in late August or early September before any farmers would start harvest. This timeline would allow the bid winning tenant to take advantage of input discounts for the 2026 crop year, while also being able to better plan for the upcoming crop year(s). There was no dissent toward this timeline. No action taken.

Discussion on CRP Lease Language. Mr Niewold stated he and States Attorney Killian had a meeting on March 13 to further revise proposed language. Mr Niewold stated the language will likely resemble the cash rent lease and make sure the fiduciary duty to the taxpayers and citizens is protected and addressed. Mr Kerber asked if an amendatory clause would be included, as well as if any other counties have ground enrolled into CRP or similar, and how they enrolled as a government entity knowing a CRP contract is 10 years minimum, while a single lease can be 5 years maximum per state law. Mr Niewold stated that Mr Killian is looking into the legality of holding 2 bids simultaneously, one for years 1-5, and the 2<sup>nd</sup> for years 6-10. As of the committee meeting there had been no knowledge provided either way on that discussion. In response to Mr Kerber's comment of any other counties doing such things Mr. McQuinn commented he believed this all started in Shelby County, but was not completely sure. Mr Niewold asked that the committee send he and Mr Killian specific language they would like considered in the agreement. No action taken, ongoing work/discussion.

Discussion/Possible Action on hiring BCS LLC to conduct soil testing, reporting, and fertilization recommendations on Farm #3 prior to the 2025 crop year. Motion made by Mr Niewold, 2<sup>nd</sup> Garrett Kerber. Motion passed unanimously to send to the full board for approval.

Safety Report -

Adjournment – Tom McQuinn motion, Garrett Kerber 2<sup>nd</sup>; Motion passed. Adjourned at 4:52pm.

## **FORD COUNTY BOARD SPECIFICALLY EXECUTIVE COMMITTEE MINUTES**

The Executive Committee met on Tuesday, April 8, 2025 in the Sheriff Boardroom of the jail. Chairman McCall called the meeting to Order at 4:30pm.

Chairman McCall administered roll call which showed the following committee members present: Randy Ferguson, Lesley King, Carson Vaughn, Chairman Chase McCall. Quorum was established.

Executive Committee Members Sarah Mussman, Greg Niewold, and Tim Nuss were not present.

Department Heads present: CPO Jennifer Harrison, Sheriff Chad Johnson.

Mr. Vaughn made a motion to accept the Executive Committee Agenda as written. Mrs. King seconded the motion. There was no discussion.

**Voice Vote:** Unanimous approval

There were no members of the public that wished to speak.

There was no Old Business.

Under New Business, Mr. Ferguson made a motion to send the Ford County Facility Dog Policy to the County Board for consideration. Mr. Vaughn seconded the motion. During discussion, Chairman McCall and CPO Harrison briefed the committee that this policy covered the utilization, requirements, and regulation of Probation Services Facility Dog, Marshal, within the Ford County Courthouse. There was no further discussion.

**Voice Vote:** Unanimous approval

Under New Business, Mr. Ferguson made a motion to send the appointments of Kaylyn Davis, Dominic Brackenoff, Robyn Hill, Eric Zimmerman, and Pete Hornstein to the Ford County Planning Commission to the County Board for consideration. Mr. Vaughn seconded the motion. Chairman McCall briefed the Committee on backgrounds of individuals nominated, the purpose and scope of the Planning Commission, including their advisory role in planning and developing unincorporated parts of the county, along with drafting a comprehensive plan. Chairman McCall noted Ford County has not had an active Planning Commission for some time. There was no further discussion.

**Voice Vote:** Unanimous approval

Under New Business, Mrs. King made a motion to send the appointment of Nereyda Santibanez to the Ford County Housing Authority Board for County Board consideration. Mr. Vaughn seconded the motion. Chairman McCall briefed Committee members that the appointment of Ms. Santibanez will fulfill the previous appointment of John Cole, who resigned at their March 2025 meeting. There was no further discussion.

**Voice Vote:** Unanimous approval