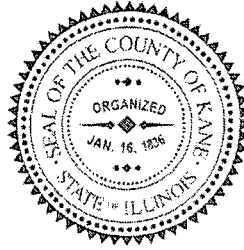


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman



Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

RECEIVED

AUG 26 2013

KANE COUNTY BOARD

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: IGA City of Elgin Resolution No.: 13-245

Submitted by: Roger Fahnestock Dept. Head Signature: Roger Fahnestock

Date Submitted: 8/26/13 Dept. Head Sign-off Date: 8/23/13

Examined by: Joseph Lulys
(Print name)

[Signature]
(Signature)

8-27-13
(Date)

Post on the Web: YES NO Atty. Initials: VKL

Comments:

Chairman signed: YES NO 8/27/2013
(Date)

Document returned to: handed R. Fahnestock 8/27/13
(Name/Department)

COUNTY OF KANE

INFORMATION TECHNOLOGIES
Roger Fahnestock, Executive Director/CIO




County Government Center
719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3571
Fax: (630) 232-3579

Memorandum

Date: August 23, 2013

To: Chris Lauzen, Kane County Board Chairman

From: Roger Fahnestock 

Re: Intergovernmental Agreement with City of Elgin for Grant

The enclosed Intergovernmental Agreement is with the City of Elgin for the Illinois Criminal Justice Information Authority (ICJIA) grant for public safety data sharing and records. The agreement with the City of Elgin was approved at the August 13, 2013 County Board meeting with the passage of Resolution #13-245. The agreement is for reimbursement of actual invoices paid by the County in an amount not to exceed \$311,157 for the completion of grant work as defined by the agreement with ICJIA. The work is scheduled to be completed by September 30, 2013.

Please three copies of the agreement and return them to me. I will distribute copies to the City of Elgin and the County Clerk's Office.

If you have any questions or require additional information please contact me at 630-742-3743.

Enclosures:
Resolution #13-245
City of Elgin Agreement (3 copies)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 245

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ELGIN AND KANE COUNTY FOR CONTRACT
SERVICES TO SUPPORT THE CITY OF ELGIN IN THE
IMPLEMENTATION OF THE KANE COUNTY DATA EXCHANGE PROJECT**

WHEREAS, the City of Elgin has been awarded a Justice Assistance Grant by the Illinois Criminal Justice Information Authority in the amount of \$311,157 for the purposes of implementing the Kane County Data Exchange Project; and

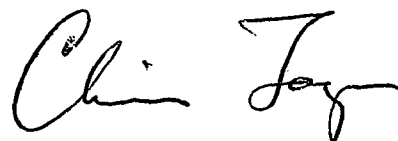
WHEREAS, the City desires to contract with the County to assist them in the development and implementation of the technology necessary to implement the Kane County Data Exchange Project; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 provide for the joint exercise by two or more units of local government of any power common to them;

WHEREAS, the City and the County desire to mutually cooperate to share their expertise and resources to implement the Kane County Data Exchange Project;

NOW, THEREFORE, BE IT RESOLVED that the City of Elgin and the County of Kane do hereby enter into an intergovernmental agreement for the provision of contract services to support the City of Elgin in the implementation of the Kane County Data Exchange Project with copies of said agreement to be on file in the County Clerk's office.

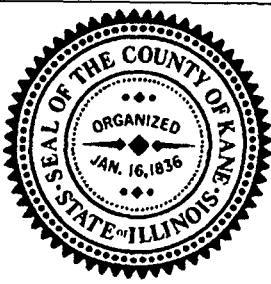
Passed by the Kane County Board on August 13, 2013



John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes 23
No 0
Voice 0
Abstentions 0



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-245

- Resolution
- Ordinance

Name

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ELGIN AND KANE COUNTY FOR CONTRACT SERVICES

Presenter/Sponsor:

Roger Fahnestock, Kane County IT Department

Budget Information: Was this item budgeted? Yes No N/A

Appropriation Amount:

If not budgeted, explain funding source

The agreement is an Intergovernmental Agreement whereby the City of Elgin is paying Kane County for services related to a project. The money is being granted to Elgin from the Illinois Criminal Justice Information Authority.

SUMMARY: The City of Elgin has been awarded a Justice Assistance Grant by the Illinois Criminal Justice Information Authority in the amount of \$311,157 for the purposes of implementing the Kane County Data Exchange Project. The City desires to contract with the County to assist them in the development and implementation of the technology necessary to implement the Kane County Data Exchange Project. The City and the County desire to mutually cooperate to share their expertise and resources to implement the Kane County Data Exchange Project.

Attachments: IGA Resolution and Agreement

Detailed information available from :

Staff Name: Roger Fahnestock

Phone: 630-232-3571

Resolution/Ordinance Tracking:

Assigned Committee: Sent to: on:

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date:



DATE: March 26, 2013

TO: Kristie Hilton,

FROM: Jennifer Quinton, Deputy City Clerk

SUBJECT: Resolution No. 13-124, Adopted at the July 24, 2013, Council Meeting

Enclosed you will find the agreement listed below. Please have these agreements signed and executed by Kane County and **return one fully executed copy to the City Clerk's office for the City's records.** If you have any questions please feel free to contact our office 847-931-5660 and we will do our best to assist you. Thank you.

- Intergovernmental agreement with Kane County for contract services to support the City of Elgin in the implementation of the Kane County Data Exchange Project

RESOLUTION
AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT
WITH KANE COUNTY FOR CONTRACT SERVICES TO SUPPORT
THE CITY OF ELGIN IN THE IMPLEMENTATION OF THE KANE
COUNTY DATA EXCHANGE PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ELGIN, ILLINOIS, that David J. Kaptain, Mayor, and Kimberly A. Dewis, City Clerk, be and are hereby authorized and directed to execute an Intergovernmental Agreement with Kane County on behalf of the City of Elgin for contract services to support the City of Elgin in the Implementation of the Kane County Data Exchange Project, a copy of which is attached hereto and made a part hereof by reference.

BE IT FURTHER RESOLVED that David J. Kaptain, Mayor and Kimberly A. Dewis, City Clerk, be and are hereby authorized and directed to execute an Addendum to Agreement with Kane County on behalf of the City of Elgin regarding the Kane County Data Exchange Project, a copy of which is attached hereto and made a part hereof by reference.

s/ David J. Kaptain

David J. Kaptain, Mayor

Presented: July 24, 2013

Adopted: July 24, 2013

Vote: Yeas: 8 Nays: 0

Attest:

s/ Kimberly Dewis

Kimberly Dewis, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF ELGIN AND KANE COUNTY FOR CONTRACT
SERVICES TO SUPPORT THE CITY OF ELGIN IN THE
IMPLEMENTATION OF THE KANE COUNTY DATA EXCHANGE PROJECT**

THIS AGREEMENT is hereby made and entered into this 24 day of July, 2013, by an between the City of Elgin, Illinois, an Illinois municipal corporation (hereinafter referred to as the "City") and Kane County, Illinois (hereinafter referred to as the "County"), an Illinois unit of County government;

WHEREAS, the City has been awarded a Justice Assistance Grant by the Illinois Criminal Justice Information Authority in the amount of \$311,157 for the purposes of implementing the Kane County Data Exchange Project; and

WHEREAS, the City desires to contract with the County to assist them in the development and implementation of the technology necessary to implement the Kane County Data Exchange Project; and

WHEREAS, Article 7, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 provide for the joint exercise by two or more units of local government of any power common to them;

WHEREAS, the City and the County desire to mutually cooperate to share their expertise and resources to implement the Kane County Data Exchange Project;

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The County shall provide all of the services necessary to support the City in the implementation of the Kane County Data Exchange Project. The specific services to be performed by the County are more fully set out in the attached Statement of Work attached hereto and made a part hereof as Exhibit A.
2. The City shall pay to the County the total sum of \$311,157.00 for the performance of the work of this agreement by the County. The payments of these funds shall be made to the County based on the submission by the County of invoices for work completed and according to the fiscal disbursement and request form process specified by the Illinois Criminal Justice Information Authority.
3. The City and the County shall each designate a Project Contact person who shall be responsible for the exchange of information and the management of the project.

4. Should, during the term of this Agreement, the City lose the grant funds provided to support the implementation of the Kane County Data Exchange Project, the City shall immediately advise the County. The County shall be entitled to be paid for all work actually done on the project up to the point of notification by the City. The County shall have no further claim for payment on the basis on any uncompleted work or the completion of the project as a whole.
5. This Agreement shall terminate upon completion and acceptance of the project by the City.
6. The County agrees to fully comply with the terms of the attached ADDENDUM TO AGREEMENT which is attached hereto and made a part hereof as Exhibit B as required by the Illinois Criminal Justice Information Authority and federal government.
7. The parties to this Agreement hereby covenant and agree that each shall not sue, institute, cause to be instituted or permit to be instituted on its behalf, or by or on behalf of its past, present or future officials, officers, employees, attorneys, agents or assigns, an proceeding or other action with or before any local, state and /or federal agency, court or other tribunal, against the other party, its board members, officers, commissioners, employees, attorneys, agents or assigns, arising out of, or from, or otherwise relating, directly or indirectly, to this Agreement to the extent authorized by law.
8. The parties hereby release and agree that each shall indemnify and hold harmless the other party and all of its present, former and future officers, including board members, commissioners, employees, attorneys, agents and assigns from and against any and all losses, liabilities, damages, claims, demands, fines, penalties, causes of action, costs and expenses whatsoever, excluding attorneys' fees and court costs, present or future, known or unknown, sounding in law or equity that arise out of or from or otherwise relate, directly or indirectly, to this Agreement or the Kane County Data Exchange Project, including, but not limited to any injury or damage caused by the failure of the Kane County Data Exchange Project to function properly or to operate as designed.
9. All notices required to be given regarding this Agreement shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested, or upon receipt of facsimile transmission. Notice given as provided herein does not waive service of summons or process.

City of Elgin
Kristie Hilton
Elgin Police Department
151 Douglas Avenue
Elgin, Illinois 60120

Kane County
Roger Fahnestock
Kane County
719 S. Batavia Avenue
Geneva, Illinois 60134

10. This Agreement may be amended upon the written agreement of the City and the County.
11. This Agreement constitutes the entire agreement of the City and the County with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations and commitments between the City and the County with respect to the subject matter of this Agreement.

WHEREFORE, the parties have signed and executed this Agreement as of the date written below in the County of Kane, State of Illinois.

CITY OF ELGIN



David J. Kaptain, Mayor

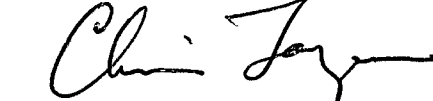
ATTEST:



Kimberly Deans
City Clerk

DATE: July 24, 2013

KANE COUNTY



DATE: 8-26-13

EXHIBIT A

City of Elgin on behalf of the Elgin Police Department

Information Sharing Initiatives

Agreement #809068

Exhibit A

Process Objective	Performance Measure
Execute interagency agreement between the Elgin Police Department and Kane County	<ul style="list-style-type: none"> • Execution of the agreement
Submit sole source justification and draft vendor contract to the Authority for approval	<ul style="list-style-type: none"> • Approval of sole source procurement • Approval and execution of vendor contract
Establish interagency agreement and project oversight among cooperating agencies	<ul style="list-style-type: none"> • Execute memoranda of understanding among participating agencies • Form interagency oversight committee
Provide information management system to Wayne, Pingree Grove, South Elgin and Campton Hills	<ul style="list-style-type: none"> • Purchase four site licenses • Install information system at four • Implement • Train four agencies
Establish data sharing framework at Kane county facility	<ul style="list-style-type: none"> • Date connections are established between Kane County and 12 local agencies
Establish data sharing mechanism for the Elgin Police Department	<ul style="list-style-type: none"> • Purchase and implement one enterprise service bus at the Elgin Police Department
Establish necessary firewalls and small form-factor pluggable modules necessary for project success	<ul style="list-style-type: none"> • Purchase and install 5 firewalls and 10 small form-factor pluggable modules
Establish reporting and dashboard licenses for system users	<ul style="list-style-type: none"> • Purchase and install data analysis license for Elgin
Data exchange functionality available to participating agencies	<ul style="list-style-type: none"> • Date data exchange functionality is available to all participating agencies

Performance Assessment:

Each department will continue to warehouse their own data, but provide data accessibility to other agencies. Each agency will be responsible for auditing their data quality, as well as for the analysis, management, collection and reporting of that data. Standard reports will be available that could enable agencies to retrieve set data parameters from one another.

Each agency will continue to collect input from users as to how to improve data collection, management, analysis and reporting. Using non-grant funding, each cooperating department will enter into maintenance agreements that will provide for ongoing software updates identified

through this process so that the cooperating agencies can continue to refine the exchange of data across departments.

Implementation approach:

The proposed program will achieve the stated goals and objectives through new software that will provide a web query capability to the agencies serviced by similar but disconnected records management systems. The web query capability will allow agencies to share information via a private network infrastructure providing secure and reliable access to records information from multiple agencies that do not currently share records. The web query software and services allow for agencies to connect to specific records information such as subjects, persons, and reports that are now communicated between agencies via traditional mail or fax.

The proposed system will create an efficient means of researching or reviewing reports for both the public safety professionals and other agencies such as the State's Attorney's Office and Public Defender's Office regarding police reports and supplemental reports. Additionally, the agencies will be able to review incidents in surrounding communities. The result of this new ability to share information will be improved accessibility to police records and information throughout the supported agencies and offices.

Maintenance and Post-Project Funding:

Upon completion of the grant period, each agency will be responsible for maintaining their data solutions.

Implementation Schedule:

Task	Month Started	Month completed	Personnel responsible
Complete Network Infrastructure and Connectivity - Firewalls and Interfaces	Month 1	Month 2	Program Administrator & Staff
Purchase software licensing and implementation services	Month 1	Month 2	Program Administrator & Staff
Deploy & Implement Aegis Link Web Query Software and Servers	Month 2	Month 4	Vendor & Program Administrator
Implement Records Management Systems (RMS) for 4 small municipalities	Month 2	Month 3	Vendor & Program Administrator
Implement Microsoft BizTalk Server (Elgin)	Month 2	Month 3	Vendor & Agency
Implement Decision Support software (Elgin)	Month 2	Month 3	Vendor & Agency
Implement electronic ticket interface (Elgin to Kane County)	Month 2	Month 3	Vendor & Agency
Configure Data Connectors to for agencies	Month 2	Month 3	Vendor & Program Administrator
Test and Validate Connectors and Web Query Functionality	Month 2	Month 3	Vendor & Agencies
Deploy Client to Agencies	Month 2	Month 3	Vendor & Agencies

ADDENDUM TO AGREEMENT

ADDENDUM TO AGREEMENT

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

SECTION 1 INDEPENDENT CONTRACTOR

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

SECTION 2 TRANSPARENCY ACT COMPLIANCE

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

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

CONTRACTOR’S DUNS Number: 01-0221786

b) To maintain a current registration in the Central Contractor Registration (CCR) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov or by calling 1-888-227-2423.

CONTRACTOR’S CCR registration is valid until: May 20, 2014

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

CONTRACTOR’S CAGE Code: 48YE2

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

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

SECTION 3 RECORD RETENTION:

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

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

SECTION 4 CERTIFICATION:

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

SECTION 5 EQUIPMENT CONDITIONS:

CONTRACTOR certifies that any equipment purchased using funds from this agreement shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 6 ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

SECTION 7 NONDISCRIMINATION:

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

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

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789d(c);
- Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472); and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794;
- The Americans with Disabilities Act, 42 U.S.C. 12132 et seq.;
- Title IX of the Education Amendments of 1972, 20 U.S.C. 1681;
- The Age Discrimination Act of 1975, 42 U.S.C. 6102;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Department of Justice regulations on sex discrimination in education programs, 28 C.F.R. 54;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.
- The Equal Treatment for Faith-Based Organizations, 28 C.F.R. Part 38

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

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

SECTION 8 CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this

program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 9 PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

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

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

- For procurements of \$100,000 or less, the CONTRACTOR must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the CONTRACTOR must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

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

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

SECTION 10 APPLICABLE LAW:

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

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal

Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

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

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

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

SECTION 12 CERTIFICATION REGARDING LOBBYING:

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, CONTRACTOR agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, CONTRACTOR will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. CONTRACTOR must provide these certifications and disclosures as required by the Authority.

SECTION 13 STATEMENTS, PRESS RELEASES, ETC.:

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

SECTION 14 COPYRIGHTS, PATENTS:

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

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

SECTION 15 PUBLICATIONS:

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2009-SU-B9-0055, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

SECTION 16 INSPECTION AND AUDIT:

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

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

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

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

SECTION 17 REPORTING GRANT IRREGULARITIES

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

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

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

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

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 700
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 18 EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

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

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

receiving \$500,000 shall submit a copy of its equal employment opportunity plan to the Implementing Agency and the Implementing Agency shall submit to the Authority.

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

SECTION 19 RECOVERY ACT SPECIAL CONDITION-RECOVERY ACT REPORTING

The reporting elements and requirements listed here are in addition to those requirements listed in Section 11. If agreement calls for the use of contractors, subcontractors or subgrantees, the CONTRACTOR shall gather from same the required data elements, listed below, and shall submit these reports as part of its own report.

The CONTRACTOR agrees to electronically submit the below listed data elements, in an Authority approved report, no later than five (5) days after the end of each month.

The Authority shall supply a separate and distinct reporting form, for the Recovery Act reporting requirements. The form shall be submitted to the CONTRACTOR's assigned grant monitor electronically within five (5) days of the end of the month. If the Authority develops a secured, web-based reporting system, the CONTRACTOR shall report in this manner.

The CONTRACTOR agrees to report on the following elements:

- 1) The total amount of recovery funds received under the grant;
- 2) The amount of recovery funds that were expended on projects and activities;
- 3) The amount of recovery funds that were obligated on projects and activities;
- 4) A detailed list of all projects and activities in which funds were either expended or obligated and the details shall include:
 - A. The name of the project or activity;
 - B. A description of the activity;
 - C. An evaluation of the completion status of the project or activity, and;
 - D. An estimate of the number of jobs created and/or jobs retained by the project or activity.

SECTION 20 RECOVERY ACT SPECIAL CONDITIONS- REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

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

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

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 700
Chicago, IL 60606

Phone: 312- 793-8550

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

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

Washington. D.C. 20530

E-mail: oig.hotline@usdoj.gov Phone: 1-800-869-4499 Fax: (202) 616-9881

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

SECTION 21 RECOVERY ACT SPECIAL CONDITIONS- WHISTLEBLOWERS PROTECTION

The CONTRACTOR understands that the Recovery Act provides certain protections against reprisals for employees of non-federal employees who disclose information believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds.

SECTION 22 RECOVERY ACT SPECIAL CONDITIONS – MISUSE OF FUNDS

The CONTRACTOR agrees and understands that the misuse of may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

SECTION 23 RECOVERY ACT SPECIAL CONDITIONS- ONE-TIME FUNDING

The CONTRACTOR understands and agrees that awards under the Recovery Act shall be one-time awards and accordingly that its proposed project activities or expansion of project activities and deliverables are to be accomplished without additional Authority funding.

SECTION 24 RECOVERY ACT SPECIAL CONDITIONS- CONFLICT WITH OTHER STANDARD TERMS AND CONDITIONS

The CONTRACTOR understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here that specifically implement the Recovery Act (Public Law 111-5). CONTRACTOR shall be responsible for contacting its grant managers for any needed clarifications.

SECTION 25 RECOVERY ACT SPECIAL CONDITIONS- ADDITIONAL REQUIREMENTS AND GUIDANCE

The CONTRACTOR agrees to comply with any modifications or additional requirements that may be imposed by law and future Office of Justice Programs guidance or clarification of the Recovery Act.

SECTION 26 RECOVERY ACT SPECIAL CONDITION- SEPARATE TRACKING AND REPORTING

The CONTRACTOR agrees to track, account for and report separately on Recovery Act funds (including specific outcomes and benefits attributable to Recovery Act funds) from all other funds, including other DOJ funds awarded for the same or similar purposes. In addition, the CONTRACTOR's accounting system must ensure that award money is not commingled with funds from any other source. Recovery Act funds may be used in conjunction with other funds as necessary to complete projects, but tracking and reporting of the Recovery Act Funds must be separate. Furthermore, all personnel whose activities are charged to the grant shall maintain separate timesheets to document hours worked for activities related to this award and non-award related activities.

ACCEPTANCE OF ADDENDUM

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

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ATTEST:



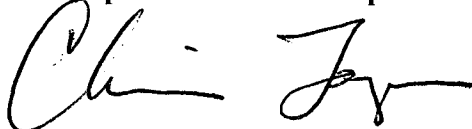
David J. Kaptain, Mayor

Authorized representative of the Implementing Agency



City Clerk

Date July 24, 2013



Authorized representative of the CONTRACTOR

8-26-13

Date