LA EST. 1892 GRANGE PARK

Village Board Agenda Memo

Date: November 24, 2026
To: Village President & Board of Trustees
From: Tim Contois – Chief of Police
Julia Cedillo – Village Manager
RE: Grant Award/IDOT

PURPOSE:

This memo seeks Board approval for acceptance of a fully reimbursable grant through the Illinois Department of Transportation (IDOT).

GENERAL BACKGROUND:

The Village of La Grange Park was awarded a Sustained Traffic Enforcement Program Grant (HS-27-0189) through the Illinois Department of Transportation for FY 2027 in an amount of $56,601.01. This grant is a full reimbursement grant and is very similar to the grant we received in FY's 24, 25 and 26.

Based on the awarded amount, acceptance of this grant requires Village Board approval.

STAFF RECOMMENDATION:

Staff recommends approval of the agreement between The State of Illinois, Illinois Department of Transportation and the Village of La Grange Park in an amount of $56,601.01.

ACTION REQUESTED:

This item is for discussion and action.

***MOTION TO APPROVE* A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION UNDER THE SUSTAINED TRAFFIC ENFORCEMENT PROGRAM (GRANT AGREEMENT NO. HS-27-0189)**

DOCUMENTATION

- Grant Agreement

RESOLUTION NO. 26-72

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, AND THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION UNDER THE SUSTAINED TRAFFIC ENFORCEMENT PROGRAM (GRANT AGREEMENT NO. HS-27-0189)

WHEREAS, the President and Board of Trustees of the Village of La Grange Park ("Village") desire to accept the award of funds from the Highway Safety Grant in order to complete Village-Wide Traffic Enforcement and desire to enter into an Agreement with the Illinois Department of Transportation ("IDOT") relative to the acceptance and authorized use of the $56,601.01 in awarded funds from the Sustained Traffic Enforcement Program ("STEP") for use to complete the Plan ("Agreement"); and

WHEREAS, STEP is a federal assistance funds program, which is administered by the State of Illinois through IDOT, and pursuant to the terms of the STEP Award and the Agreement, the Grantee must meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures and then seek reimbursement for expended, eligible expenses against the award amount of $88,350.25; and

WHEREAS, at an open public meeting held on November 24, 2026, the President and Board of Trustees of the Village reviewed and discussed the Grant Agreement and received input from the Village staff and provided an opportunity for public input on the Grant Agreement; and

WHEREAS, the Village and IDOT are authorized to approve and enter into the Agreement pursuant to certain statutory and constitutional powers, including but not limited to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), Article VII (Local Government), Section 6(c) (Powers of Home Rule Units), Section 7 (Counties And Municipalities Other Than Home Rule Units) and Section 10 (Intergovernmental Cooperation) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/); and

WHEREAS, the President and Board of Trustees of the Village of La Grange Park find that it is protective of the health, welfare and safety of and in the best interests of the Village, its residents, property owners, businesses and the public to accept the STEP Grant Award and to approve and enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation. Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2. Approval and Execution of Grant Agreement and Other Related Documents. The President and Board of Trustees of the Village of La Grange Park approve and authorize the execution of the Agreement, substantially in the forms attached hereto as **Exhibit "A"**, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney. The President and Board of Trustees also authorize and direct the Village President, the Village Clerk, the Village Manager and the Village Attorney, or their designees, to execute and deliver all other instruments and documents and pay all Village Board-authorized costs that are necessary to fulfill the Village's obligations under the Grant Agreement.

SECTION 3. Approval of Village Expenditures and Other Related Documents. The President and Board of Trustees of the Village of La Grange Park approve and authorize the expenditure of Village funds to pay for the Village's financial obligations under the Agreement, if necessary. The Village President and Clerk, or their designees, are further authorized and directed to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. Specifically, the President and Board of Trustees of the Village of La Grange Park further authorize and direct the Village Manager, the Village Engineer and the Village Attorney, or their designees, to take all necessary actions to comply with the Village's obligations under the attached Agreement.

SECTION 4. Delivery of Signed Documents. After Village approval of this Resolution, the Grant Award and the Agreement and their execution by the Village President and Village Clerk, or their designees, the Village Clerk's Office shall arrange for the delivery of certified copies of this Resolution and executed versions of the attached Grant Agreement to IDOT and any other entity with oversight jurisdiction of the Project for submittal and record retention purposes.

SECTION 5. Effective Date. This Resolution shall be in full force and effect from and after its adoption and approval in the manner provided by law.

ADOPTED BY THE PRESIDENT AND THE BOARD OF TRUSTEES of the Village of La Grange Park, Cook County, Illinois this 24th day of November, 2026.

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

APPROVED by the Village President on this 24th day of November, 2026 and attested by the Village Clerk on the same date.

_____
Dr. James L. Discipio, Village President

ATTEST:

_____
Meghan M. Kooi, Village Clerk

APPROVED AS TO FORM BY: Village Attorney Michael T. Jurusik on October 14, 2025.

Exhibit "A"

GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION UNDER THE SUSTAINED TRAFFIC ENFORCEMENT PROGRAM AND VILLAGE OF LAGRANGE PARK

(attached)

Docusign Envelope ID: E69A3CCB-7D6B-81FF-81D3-7FFE34A6BE2E

Illinois Department of Transportation

Bucksheet

Reset Form

☒ Under $250,000 ☐ Over $250,000

Priority: **Normal**

Office	District/CO	Bureau
Highways Project Implementation	CO	Safety Programs and Engineering

File Subject	Amount Range
Agreement, Signature	Under $250,000.00

Secretary Explanation

Subject: State and Community Highway Safety/National Priority Safety Program

Project in Relation to: Highway Safety Grant

Description of Action: Executive Signatures for Execution

DBE Goal: None

☐ IL Works ☐ Capitol/Stimulus ☐ Notary Required

☐ FY Deadline Fiscal Year Date:

Consultant Name/Contractor: Village of La Grange Park

Letting Date:

County	District	Job Number	PTB-Item
		n/a	n/a

Amount of Agreement	Route
56601.01	n/a

Section	Phase	Contract Number	Agreement Number
n/a	n/a	n/a	HS-27-0189

State Dollars	Federal Dollars	Local Dollars	Total Dollars
0.00	56601.01	0.00	56601.01

Source of State Fund:

% Reimburse from Feds: 100 %

Remarks:

Agreement was approved to form by OCC attorney Thomas Haughey on 9/23/26.

Please see Carissa Calloway for questions.

Docusign Envelope ID: E69A3CCB-7D6B-81FF-81D3-7FFE34A6BE2E

Agreement No. HS-27-0189, 04-02

GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION
AND

Village of La Grange Park

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency and

Village of La Grange Park (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

Docusign Envelope ID: E69A3CCB-7D6B-81FF-81D3-7FFE34A6BE2E

Agreement No. HS-27-0189, 04-02

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

Illinois Department of Transportation

By: _____

Signature of Gia Biagi — Secretary

Date: _____

Printed Name: Stephane B Seck-Birhame

Printed Title: BSPE Bureau Chief

Designee

Village of La Grange Park

By: _____

Signature of Authorized Representative

Date: _____

Printed Name: Tim Contois

Printed Title: Chief of Police

Email: tcontois@lagrangepark.org

By: _____

Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Second Grantor Approver

By: _____

Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Email: _____

Second Grantee Approver
(optional at Grantee's discretion)

By: _____

Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Third Grantor Approver

By: _____

Signature of Fourth Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Fourth Grantor Approver

By: _____

Signature of Fifth Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____

Fifth Grantor Approver

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 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Program" means the services to be provided pursuant to this Agreement. "Program" 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 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.

Agreement No. HS-27-0189, 04-02

ARTICLE II
AWARD INFORMATION

2.1 Term. This Agreement is effective on 10/1/2026 and expires on 9/30/2027 (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 $56,601.01, of which $56,601.01 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**):

A. Grantee shall receive $56,601.01 under this Agreement.

B. Federal Funds: $56,601.01
State Match Funds: $0.00
Grantee Local Match Funds: $0.00

C. The term of this Agreement is from October 1, 2026 to September 30, 2027. The period of performance is the term.

The Grantee will receive $56,601.01 in Federal Funds and $0.00 in State Funds, if applicable, under this Agreement.

D. The dollar amount of all invoices Grantee may submit under this Agreement and during the Agreement term will not exceed the total amount Grantee will receive under this Agreement, unless an Amendment to this Agreement is fully executed.

2.4 Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is (See Part Three), the federal awarding agency is National Highway Traffic Safety Administration, the Federal Award date is (See Part Three). If applicable, the Assistance Listing Program Title is State and Community Highway Safety/National Priority Safety Programs and Assistance Listing Number is 20.600. The Catalog of State Financial Assistance (CFSA) Number is 494-10-0343 and the CSFA Name is State & Community Highway Safety/National Priority Safety Program If applicable, the State Award Identification Number (SAIN) is N/A.

ARTICLE III
GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1 Registration Certification. Grantee certifies that: (i) it is registered with SAM and F8KEY2K36AX4 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 requirements 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: 366005954 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 (check one):

☐ Individual ☐ Pharmacy-Non-Corporate

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation
- ☐ Medical Corporation
- ☒ Governmental Unit
- ☐ Estate or Trust
- ☐ Pharmacy/Funeral Home/Cemetery Corp.
- ☐ Tax Exempt*
- ☐ Limited Liability Company (select applicable tax classification)
  - ☐ C = corporation
  - ☐ P = partnership

*Grantee must select "Tax Exempt" if Grantee is doing business as a corporation that is tax exempt.

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 or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in **PART TWO** or **PART THREE**. Grantee and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) 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)(10), (b)(11).

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, Sections 2, 1001, 1343 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 a *de minimis* rate up to 15 percent of modified total direct costs, 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)(9) 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(g)(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 applicable 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 dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either **PART TWO** or **PART THREE** (approved as an exception by GATU) or on **Exhibit E** pursuant to specific conditions. 2 CFR 200.328(b). 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 either **PART TWO** or **PART THREE** (approved as an exception by GATU), or on **Exhibit E** pursuant to specific 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 project or program 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 reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. 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 $1,000,000 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 $1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least $750,000 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 $750,000 in State-issued Awards, but expends at least $500,000 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 $1,000,000 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 $1,000,000 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)(3).

(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 and if this termination is permitted in the terms and conditions of the Award, which must be detailed 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 follow all applicable requirements set forth in 2 CFR 200.332.

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).

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 200.112; 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 any 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, to the greatest extent practicable and consistent with law, Grantee must, 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 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). To use Grant Funds in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, these uses must be allowable under 2 CFR 200.421 and 200.467 and Grantee 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 (including equipment), 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. Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including, but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. 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.

22.12. 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.

22.13. 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.

22.14. 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.

22.15. 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.

22.16. 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.

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EXHIBIT A
PROJECT DESCRIPTION

The goal of the Grantor is to increase highway safety through means of safety program grants. The goals of the Highway Safety Program include: reducing motor vehicle crashes, fatalities, and injuries; increasing proper use of occupant protection devices; and reducing impaired driving. The strategies to implement are enforcement, training, outreach, and education. The Grantee is a selected recipient of the safety program grant to assist the Grantor in meeting its highway safety goal.

The Sustained Traffic Enforcement Program (STEP) grant focuses on high-visibility enforcement (HVE) during specific times and dates of the year. The enforcement efforts are designed to reduce fatalities and serious injuries at some of the deadliest times of the year for vehicle travel. There are six (6) required holiday campaigns, and agencies have the option of participating in the optional campaigns and/or additional enforcement. Each agency has different needs and focuses, and the additional enforcement options can be used to help address those issues.

The Grantee shall utilize grant funds to help meet the STEP grant goals by meeting milestones, deliverables, performance standards, and performance measures. The funding shall be issued as per the agreed-upon budget pending the FFY27 federal budget, dollar amounts, and dates. In addition, the National Highway Traffic Safety Administration (NHTSA) grant funding policy determines allowable costs under specific conditions.

The Grantee shall utilize grant funds to meet desired safety project goals, milestones, deliverables, performance standards, objectives, and performance measures as specified in the Project Proposal sections of the FFY27 application packet for NOFO 27-0343-11. The funding shall be used as per the agreed-upon budget pending the FFY27 federal budget, dollar amounts, and dates. In addition, the NHTSA grant funding policy determines allowable costs under specific conditions. Please see 23 CFR Part 1300, Uniform Procedures for State Highway Safety Grant Programs for allowable costs.

The Grantee is eligible to receive allowable costs as they appear in the approved finalized budget. However, the Grantee may request funding changes to the approved finalized budget should allocated costs need to be redistributed after the commencement of the Agreement.

The STEP grant operates during the federal fiscal year from October 1-September 30 and is funded on a reimbursement basis per the requirements outlined in Part Three of the Agreement. The STEP grant funding guaranteed line item eligible for reimbursement is personnel services. STEP grant applicants who requested equipment and/or indirect costs in their application package for NOFO 27-0343-11 are eligible to receive these line items for reimbursement. Note that an indirect cost rate must be approved by the agency in the GATA Portal to be honored. Should the indirect cost rate be approved by the agency in the GATA Portal, the indirect cost rate will be issued provisionally or finalized.

This grant is not for research or development.

EXHIBIT B
DELIVERABLES OR MILESTONES

I. BSPE 205: The Grantee shall submit the BSPE 205 form via email at DOT.BSPEDATA@illinois.gov within two (2) calendar weeks or fourteen (14) calendar days after completion of each campaign. The BSPE 205 form must be submitted after the following holiday campaigns: Halloween; Thanksgiving; Christmas/New Year's; Super Bowl; St. Patrick's Day; Distracted Driving; Memorial Day; Independence Day; and Labor Day.

The information in the BSPE 205 form must accurately reflect the duties performed during the campaign. All BSPE 205 forms shall be submitted electronically to DOT.BSPEDATA@illinois.gov.

II. Periodic Financial Reporting: The Grantee shall submit the BoBS 2832 form regularly pursuant to Article X and Article XI in the Agreement.

The specifics for reporting the BoBS 2832 form - whether quarterly or monthly- are listed in Exhibit E and Part Three of the Agreement. The required reporting of the BoBS 2832 form was brought about as a requirement for all IDOT grantees regardless of the financial thresholds set forth by Public Act 096-0795 or the Federal Funding Accountability and Transparency (FFATA). The required reporting for the Grantee shall vary from grant to grant. However, the specifics for reporting for this specific Agreement are listed as such:

A. Quarterly reports are due no later than 5:00 p.m. on: January 30, 2027; April 30, 2027; July 30, 2027; and the final report on October 30, 2027. Quarterly reports will consist of: Quarter 1 (October 1, 2026- December 31, 2026, due January 30, 2027); Quarter 2 (January 1, 2027 - March 30, 2027, due April 30, 2027); Quarter 3 (April 1, 2027 - June 30, 2027, due July 30, 2027); and Quarter 4 (July 1, 2027 - September 30, 2027, due October 30, 2027). The Grantee must submit the BoBS 2832 form on or before the corresponding quarterly due dates. If the Agreement is not fully executed until after October 1, 2026, the Grantee shall report Quarter 1 beginning the date the Agreement was fully executed. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours before the submission date.

B. Monthly reports are due no later than 5:00 p.m. on: November 30, 2026; December 31, 2026, January 30, 2027; March 2, 2027; March 30, 2027; April 30, 2027; May 30, 2027; June 30, 2027; July 30, 2027; August 30, 2027; September 30, 2027; and October 30, 2027. The due dates are thirty (30) days after the conclusion of each month. Monthly reports shall consist of the following due dates for the entirety of the month listed: October 2026 due November 30, 2026; November 2026 due December 31, 2026; December 2026 due January 30, 2027; January 2027 due March 2, 2027; February 2027 due March 30, 2027; March 2027 due April 30, 2027; April 2027 due May 30, 2027; May 2027 due June 30, 2027; June 2027 due July 30, 2027; July 2027 due August 30, 2027; August 2027 due September 30, 2027; September 2027 due October 30, 2027. All reports shall be submitted electronically to the Grantor Contact listed in Exhibit C of the Agreement. Any pending issues (e.g., overlap of campaign versus quarterly reporting dates) must be communicated to the Grantor Contact listed in Exhibit C of the Agreement a minimum of twenty-four (24) hours before the submission date.

III. Federal obligations: The grant funding opportunities under NOFO 27-0343-11 may be funded by both the State of Illinois and NHTSA. Therefore, the Grantee shall have an acceptable accounting system in existence capable of identifying the federal-related costs separately from their general operating costs. The Grantee shall also adhere to all Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, previously referred to as the Bipartisan Infrastructure Law (BIL P.L. 177-58)) rules and regulations under the criteria specific to their particular grant safety program. Any questions regarding the IIJA rules and regulations must be sent electronically to DOT.TSgrants@illinois.gov.

IV. Campaign Specifications:

A. Mandatory Enforcement Campaigns – these campaigns are a requirement of the grant and agencies must participate. The applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign.

Agencies must participate in the following campaigns with the predetermined enforcement emphasis:

Thanksgiving (Occupant Protection/Impaired Driving)
Christmas/New Year's (Impaired Driving)
St. Patrick's Day (Impaired Driving)
Memorial Day (Occupant Protection)
Independence Day (Impaired Driving)
Labor Day (Impaired Driving)

B. Mandatory Enforcement Campaign Requirements:

The applicant can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for each campaign, and at least one must be conducted. There are separate requirements and desired outputs for each enforcement type. Each campaign will also have a primary message and enforcement emphasis (e.g., "Click It or Ticket" or "Drive Sober or Get Pulled Over"). Agencies are encouraged to conduct enforcement campaigns for both Impaired Driving and Occupant Protection. Other traffic safety citations may be issued during mandatory campaigns. Examples of other citations for violations directly relating to contributory causes of crashes would be speeding, electronic device use, failure to yield, disobeying traffic control signal/device, etc., in addition to DUI arrests and seat belt use citations.

C. Optional Enforcement Campaigns – these campaigns are optional. An agency can participate in zero, one, two, three, or all of them if they choose.

Agencies may participate in the following campaigns with the predetermined message emphasis:
Halloween (Impaired Driving)
Super Bowl (Impaired Driving)
Distracted Driving (Distracted Driving)
Child Passenger Safety (Occupant Protection)

D. Optional Enforcement Campaign Requirements:

Like the mandatory campaigns, the applicant agency can apply for funds to conduct Impaired Driving and/or Occupant Protection Enforcement for the Halloween and Super Bowl campaigns. Distracted Driving and Child Passenger Safety only have one campaign focus, but all campaigns will have a primary message and enforcement emphasis (as seen above). Although the focus of the campaign may be occupant protection, impaired driving, child passenger safety, or distracted driving, your agency can still issue other citations such as, but not limited to, speeding.

1. Occupant Protection Enforcement:

a. See Mandatory Occupant Protection Enforcement Requirements listed in Exhibit D of the Agreement.

2. Impaired Driving Enforcement:

a. See Mandatory Impaired Driving Enforcement Requirements listed in Exhibit D of the Agreement.

3. Distracted Driving Enforcement:

a. Only conducted in April.

b. No time of day or week requirements.

E. Additional Enforcement - Agencies can apply for funding to conduct additional High Visibility Enforcement along with the mandatory and optional campaigns. The focus, time, and date are completely up to the department based on their traffic enforcement needs but they cannot be used during the mandatory campaign dates. Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

Agencies can apply for funds as one lump sum under this section without defining a specific enforcement type. These additional enforcement funds will be used when the agency decides it is most necessary, as long as it is outside of the mandatory campaign dates. Funds can be used as needed throughout the grant year.

F. Additional Enforcement Requirements:

a. Additional traffic safety enforcement efforts can be scheduled anytime, day or night outside the mandatory campaign dates.

Agencies shall conduct enforcement focusing on contributory causes of crashes, i.e., speeding, impaired driving, electronic device use, failure to yield, disobeying traffic control signal/device, as well as occupant restraint violations.

b. Additional traffic safety enforcement funds cannot exceed fifty (50) percent of the requested mandatory and optional enforcement funds.

c. Agencies shall submit only one (1) BSPE 205 form and one (1) BSPE 500 claim form for the entire month when additional enforcement was carried out. The BSPE 205 form must be submitted within two (2) calendar weeks or fourteen (14) calendar days from the end of the month when work was completed. The BSPE 500 claim form shall be submitted within forty-five (45) days from the end of the month when work was completed.

Agreement No. HS-27-0189, 04-02

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.

FOR OFFICIAL GRANT NOTIFICATIONS

GRANTOR CONTACT

Name: **Sarah Moore**
Title: Safety Grants Implementation Manager
Address: 2300 South Dirksen Parkway
Springfield, IL 62764

GRANTEE CONTACT

Name: **Braunty Baum**
Title: Project Director
Address: 447 N. Catherine Avenue
La Grange Park, IL 60526

GRANTEE PAYMENT ADDRESS
(if different than the address above)

Address: N/A
N/A

FOR GRANT ADMINISTRATION

GRANTOR CONTACT

Name: **Julie Coplea**
Title: Safety Projects Manager
70-Address: 2300 South Dirksen Parkway
Phone: 217-785-3084
TTY#: N/A
Email Address: julie.coplea@illinois.gov

GRANTEE CONTACT

Name: **Braunty Baum**
Title: Project Director
Address: 447 N. Catherine Avenue
Phone: 708-352-7711
TTY#: N/A
Email Address: bbaum@lagrangepark.org

EXHIBIT D
PERFORMANCE MEASURES AND STANDARDS

I. HIGH-VISIBILITY ENFORCEMENT (HVE)

A. Definition
High-Visibility Enforcement (HVE) is defined as proactive traffic enforcement designed to create both actual and perceived enforcement presence, combined with coordinated public information and education messaging.

B. Enforcement Expectations
Officers/deputies shall focus enforcement action on all Fatal 4 (Impaired Driving, Occupant Protection, Distracted Driving, Speeding) violations of the Illinois Vehicle Code and/or applicable local law/ordinance. Special attention shall be paid to other contributory crash causing violations.

All mandatory, optional, and additional enforcement funded under STEP shall be conducted as HVE.

BSPE encourages STEP agencies to incorporate Move Over (Scott's Law) violations and enforcement contacts into STEP-funded enforcement activities when observed.

C. Desired Performance Outputs
Agencies shall strive to achieve the following averages during HVE patrols:

- A minimum of one (1) enforcement contact per 60 minutes of patrol time.
- A minimum of two (2) traffic stops per 60 minutes of patrol time.

D. Time-of-Day Requirement
By the end of the grant, a minimum of fifty percent (50%) of Mandatory and Optional STEP-funded HVE hours shall be worked between 6:00 p.m. and 6:00 a.m.

Agencies must conduct nighttime enforcement for all Mandatory campaigns

II. Impaired Driving Enforcement

A. Time of Day
STEP-funded impaired driving focused patrols shall be scheduled between 6:00 p.m. and 6:00 a.m.
With prior approval, agencies may conduct impaired driving patrols outside these hours when participating officers have successfully completed ARIDE and/or are certified Drug Recognition Experts (DREs).

B. Training Requirements
Any officer/deputy conducting grant-funded impaired driving focused enforcement must meet SFST training requirements.

Approved training includes:
- Graduation from an ILETSB-accredited basic academy that includes SFST;
- Completion of the 24-hour NHTSA DWI Detection and SFST Course; or
- Completion of an ILETSB- and NHTSA-approved SFST refresher course at least once every four (4) years.

SFST training must be provided by certified instructors. Agencies shall maintain training documentation and provide verification upon request.

Officers who have completed ARIDE and/or are certified DREs satisfy this requirement.

HVE hours/funds can be used for Drug Recognition Expert (DRE) officers call outs to DUI enforcement scenes/ investigations as long as there is evidence that drug use is suspected. Funds may not be used for DRE call outs based solely on department policy. HVE hours/funds may also be used for Forensic Phlebotomist call outs.

III. CAMPAIGN REQUIREMENTS

A. Mandatory Campaigns
Participation in all mandatory campaigns is required.

Each mandatory campaign includes a primary public safety message which will be identified and emphasized in IDOT's media packet. Enforcement activities shall remain consistent with the Fatal 4 and contributory crash-causing violation emphasis.

Agencies shall conduct HVE during the following campaigns:

- Thanksgiving
- Christmas / New Year's
- St. Patrick's Day
- Memorial Day
- Independence Day
- Labor Day

B. Optional Campaigns
Each optional campaign includes a primary public safety message which will be identified and emphasized in IDOT's media packet. Enforcement activities shall remain consistent with the Fatal 4 and contributory crash-causing violation emphasis.

Agencies may elect to participate in any or all of the following optional campaigns:

- Halloween
- Super Bowl
- Distracted Driving
- Speed Awareness
- Child Passenger Safety/Occupant Protection

C. Additional High-Visibility Enforcement
Agencies may request funding to conduct additional HVE details.

The focus, dates, and times of additional HVE shall be determined by the agency based on data-driven traffic safety needs.

Additional HVE shall not be scheduled during mandatory or optional campaigns in which the agency is participating, except for month-long Distracted Driving or Speed Awareness campaigns.

Funding for additional HVE shall not exceed 100 percent (100%) of the total mandatory and optional enforcement funding requested.

Agencies shall submit one (1) enforcement data report and one (1) reimbursement claim for the calendar month when additional HVE is conducted.

Agreement No. HS-27-0189, 04-02

EXHIBIT E
SPECIFIC CONDITIONS

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.

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.

These specific conditions are based upon the Grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and any pertinent Merit Based Review process (if applicable).

Additional Reporting Requirements may also be found in Part TWO and Part THREE of this Agreement.

Based on the risks below, the Grantee shall submit the Grantor's form BOBs 2832 as stated in Exhibit B of this Agreement.

Fiscal And Administrative Risks:

No risks identified.

Programmatic Risks:

I. Management System and Standards

Conditions: Requires a desk review for the status of corrective actions

Corrective Action: Grantee must provide evidence that inadequate management system has been remedied. Condition may be removed after Agency re-examination in 6 months.

PART TWO - GRANTOR-SPECIFIC TERMS

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

Restore all options

Audit. Grantee shall permit, and shall require its contractors and auditors to permit, the Grantor, and any authorized agent of the Grantor, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Grantor may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout. Grantee agrees to implement any audit findings contained in the Grantor's authorized inspection or review, final audit, the Grantee's independent audit, or as a result of any duly authorized inspection or review

Ethics.

A. Code of Conduct

1. Personal Conflict of Interest - The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Grantor may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest - The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

Dispute Resolution. In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Grantor and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Illinois Department of Transportation. The Grantor shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Grantor's decision upon all claims, questions and disputes shall be final and conclusive.

Procurement Procedures/Employment of Grantor Personnel

1. Procurement of Goods or Services - Federal Funds - For purchases of products or services with any Federal funds that costs more than $10,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C. 134), (currently set at $250,000.00) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any Federal funds for $250,000 or more will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

For Micro-Purchase (2 C.F.R. 200.320) Procurement of Goods or Services with Federal Funds: where the aggregate amount does not exceed the micro-purchase threshold currently set at $10,000 (or $2,000 if the procurement is construction and subject to Davis-Bacon), to the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable. The micro-purchase threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1

2. Procurement of Goods or Services - State Funds -- For purchases of products or services with any State of Illinois funds that cost more than $20,000.00, ($10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at $100,000.00 and $100,000.00 for professional and artistic services) the Grantee shall obtain price or rate quotations from an adequate number (no less than three (3)) of qualified sources. Procurement of products or services with any State of Illinois funds for $50,000.00 or more for goods and services and $20,000.00 or more for professional and artistic services) will require the Grantee to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the Grantee, the procedures of the Grantor will be used. The Grantee may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the Grantor authorizes such a procedure; or, (3) the Grantor determines competition is inadequate after solicitation from a number of sources.

The Grantee shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

For Procurement of Goods or Services that cost less than $20,000.00, the Grantee shall comply with the following procurement standards:

($1- $1999, no Grantor Involvement)

1. Estimate the total cost of the procurement.
2. The Grantee may choose any vendor desired.
3. Grantee may choose to award without soliciting competitive quotations if Grantee considers the price to be reasonable.

($2,000- $4,999, requires Grantor approval)

1. Identify a need for goods or services.
2. Estimate the total cost of the procurement.
3. Develop specifications to solicit quotes.
4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit C.
6. Award to the responsive bidder with the lowest price.

- **($5,000- $9,999, requires Grantor approval)**
  1. Identify a need for goods or services.
  2. Estimate the total cost of the procurement.
  3. Develop specifications to solicit quotes.
  4. Obtain quotes from three (3) vendors. Grantee is encouraged to use the registered small business vendor directory (ipg.vendorreg.com).
  5. Grantee's purchasing officer shall obtain authorization from Grantor's point of contact provided on Exhibit C.
  6. Award to the responsive bidder with the lowest price.

- **($10,000-$19,999, requires Grantor approval)**
  1. Identify a need for goods or services.
  2. Estimate the total cost of the procurement.
  3. Identify registered small businesses in the applicable category.
  4. Develop specifications to solicit quotes.
  5. Email **ALL** identified small business vendors a request for quote (ipg.vendorreg.com)
  6. Prepare or submit information to Grantor's point of contact in Exhibit C.
  7. Obtain authorization from Grantor's point of contact provided on Exhibit C.
  8. All applicable forms must be approved prior to awarding the contract.

- 3. Employment of Grantor Personnel -- The Grantee will not employ any person or persons currently employed by the Grantor for any work required by the terms of this Agreement.

Reporting. Grantee agrees to submit periodic financial and performance reporting on the approved IDOT BoBS 2832 form. Grantee shall file Quarterly BoBS 2832 reports with Grantor describing the expenditure(s) of the funds and performance measures related thereto.

The first BoBS 2832 report shall cover the reporting period after the 10/01/2026 effective date of the Agreement. Quarterly reports must be submitted no later than 30 calendar days following the period covered by the report.

For the purpose of reconciliation, the Grantee must submit a BoBS 2832 report for the period ending 04/30 (Grantee's Fiscal Year End date).

A BoBS 2832 report marked as "Final Report" must be submitted to the Grantor 60 days after the end date of the Agreement. Failure to submit the required BoBS 2832 reports may cause a delay or suspension of funding.

Additional Reporting Requirements
(Delete all that don't apply):

Restore all options

- The Grantee must submit a BoBS 2832 report for the period ending 9/30 - Federal Fiscal Year End Grantee shall submit to Grantor a BoBS 2832 report for the period ending September 30 within 30 calendar days of the end of the Federal Fiscal Year.

None Identified

☒ **Renewal.** This Agreement may not be renewed.

None Identified

Agreement No. HS-27-0189, 04-02

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:

Funding Source: NHTSA 402
Assistance Listing: 20.600
FAIN: 69A3752530000402OIL0, 69A37526000004020IL0, 69A3752630SUP4020IL0
Award Dates: 11/25/24, 2/26/25, 5/14/25, 12/1/25, 1/12/26, 3/30/26

I. REIMBURSEMENT

A. Claims for reimbursement submitted by the Grantee will be for expenses that have been incurred to complete the scope of services/responsibilities in the Agreement. If the Grantee's claims for reimbursement are deemed by the Grantor or auditors to not be sufficiently documented for supplies and equipment purchased or other services rendered, the Grantor may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to the Agreement. Furthermore, if any of the deliverables or milestones in the Agreement are not satisfactorily completed, the Grantee will refund payments made under the Agreement to the extent that such payments were made for any such incomplete or unsatisfactory deliverable.

The Grantee shall submit all claims for reimbursement on the STEP Claim for Reimbursement form (BSPE 500). Claims for reimbursement are due within thirty (30) days of the end of the service period being reimbursed. The Grantee may request an extension of time to submit claims for reimbursement, along with required supporting documentation. Extension requests must be submitted to the Grantor in writing. The grantor must provide a written approval or denial of a time extension.

Final claims for reimbursement and all reports, including final reports, are due to the Grantor by 5 p.m. on Monday, November 1, 2027. Claims submitted to the Grantor by the November 1, 2027, due date will be reviewed and processed immediately for payment. If the Grantee cannot meet the November 1, 2027, deadline for submitting any final claims for reimbursement, the Grantee may request a time extension for submitting these documents. Time extension requests must be submitted to the Grantor in writing. Grantor must provide written approval or denial of any time extension requests. Any approved time extension will be limited in nature to ensure the Grantor is able to request federal reimbursement.

Any expenditure made prior to the Agreement start date is the responsibility of the Grantee.

The Grantee must submit the BSPE 500 claim form and supporting documentation to the Grantor pursuant to the Agreement via email at:

DOT.BSPE.Claims@illinois.gov

If issues arise in submitting the BSPE 500 claim form, please contact the Grantor Contact listed in the Agreement or the assigned BSPE staff assigned by BSPE.

B. All claims and supporting documents shall be signed and dated electronically by either the project director or the authorized representative of the Grantee. The claim must include:

1. The Agreement Number.
2. Requests for reimbursement must be requested on the Grantor's designated BSPE 500 claim form.
3. Back up documentation, which may include invoices and receipts for expenditures, must be submitted with each claim.

C. Review and Approval

1. Upon submittal of a claim, the assigned Grantor Contact listed in the Agreement or the assigned BSPE staff as assigned by BSPE reviews and checks:

a. Mathematical accuracy of the claim.
b. That requested reimbursement is consistent with items included in the approved budget.
c. That total amount requested for reimbursement is proportional to the total amount budgeted.
d. That expenditure on each line item is less than or equal to the budgeted amounts and are allowable.
e. Completion of the work.

2. Failure to provide a complete claim may delay or prevent reimbursement. If there are problems with the claim, the assigned Grantor Contact listed in the Agreement or the assigned BSPE staff as assigned by BSPE will contact the Grantee to resolve the issue so that payment can be made, assuming all expenses are allowable. This may include submission of a new or corrected claim by the Grantee.

3. The assigned Grantor Contact listed in the Agreement or the assigned BSPE staff as assigned by BSPE will review and approve or reject the claim within thirty (30) days of the Grantee's submittal. If rejected, the claim will not be processed for payment until revisions are approved by the Grantee.

D. Manager Approval
Once a claim is approved for payment, the Grantor's Finance Unit processes the claim for payment by the Comptroller.

E. Send Payment
Once approved, the Comptroller forwards payment either via Electronic Fund Transfer (EFT) or by mailing a check to the Grantee's Remittance Address listed on the Agreement.

F. Indirect Cost Rate Eligibility

1. Indirect cost rate shall be referred to as indirect cost rate or rate(s) throughout the language of the Agreement.

2. The Grantee is only eligible to receive an indirect cost rate if requested on the grant application, and the following stipulations are met:

a. The Grantee has a finalized indirect cost rate for the corresponding fiscal year wherein the expenses are allowable under the Negotiated Indirect Cost Rate Agreement (NICRA) or other applicable agreement between the agency and an appropriate third party; If this is the first time for negotiating an indirect cost rate, the Grantee has the option to request a 15% provisional De Minimis rate until the rate is finalized.

b. The Grantee is eligible to claim a provisional rate at the commencement of the Agreement should the rate for the corresponding fiscal year not yet be finalized.

c. The Grantee adheres to the requirements for receiving an indirect cost rate including, but not limited to, have appropriate approval to receive indirect cost funds and finalizing the indirect cost rate that has been provisionally offered in a timely manner (timeliness is at the discretion of the Grantor).

3. Indirect Cost Rates are based on the Grantee's fiscal year; therefore, other restrictions and deadlines may apply. The Grantee must work with the Grantor's Support Services Manager to determine such additional restrictions. The Grantor's Support Services Manager may be reached by emailing DOT.TSgrants@illinois.gov.

4. The Grantee acknowledges that provisional rates are not guaranteed for the duration of the Agreement. The rate shall be finalized prior to the end of the Agreement on Thursday, September 30, 2027.

a. Indirect cost rates finalized at a differing rate from the provisional rate may result in having an amendment to the Agreement.

b. Any overpayment of indirect costs on reimbursement submittals from the Grantee paid under the provisional rate shall be deducted by the Grantor from the total amount owed on remaining reimbursement submittals once the rate is finalized even in the event that the amendment has not been issued or executed. The Grantee will be responsible for repaying to the Grantor any indirect cost overpayment that cannot be recouped from remaining reimbursement submittals.

c. If provisional indirect cost rates are not finalized by September 30, 2027, the Grantor may recollect all indirect costs that were issued under the provisional rate. These funds will be recollected through remaining reimbursement submittals, or if no further expenditures are submitted for reimbursement, the Grantor will issue a recollection statement to the Grantee.

5. The Grantee is fully aware and in understanding of the Illinois Grant Funds Recovery Act as listed in Article XXII subsection 22.11 of the Agreement.

6. The Grantee acknowledges that the rate may be denied, altered, or otherwise amended outside the scope of rate requirements listed in Part III subsection VI of the Agreement.

7. All state university grant recipients shall adhere to the 20% on-campus/10% off-campus rate as per the memorandum issued January 24, 2020, to Grantor grant and program staff from the Grantor's Acting Chief Financial Officer.

II. Executive Orders.

Grantor reserves the right to review and to determine Grantor's ability to certify compliance on any new or revised language added to terms and conditions.

The terms and conditions reference Executive Orders that have been issued in 2025 and 2026. There is ongoing litigation regarding these Executive Orders, including court orders enjoining the use of the Executive Orders as grant conditions and the Executive Orders' enforcement. Many of the Executive Orders and conditions are vague and use undefined terminology. To the best of its understanding, Grantor complies with federal laws applicable to the grant program, and its use of grant funds and performance of grantee obligations complies with lawful grant conditions and conditions not subject to litigation. Grantor does not and cannot certify that compliance with the 2025 and 2026 Executive Orders is material to any payment decisions for the purposes of False Claims Act liability. See Universal Health Servs. v. United States ex rel. Escobar, 579 U.S. 176 (2016).

III. The GRANTEE shall abide by any and all applicable conditions and requirements set forth by NHTSA, subject to the assertions set forth in the preceding Section, including, but not limited to the following:

A. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

1. 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;

2. Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
3. 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
4. 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
5. 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

C. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
    - o Unique entity identifier (generated by SAM.gov);
- The names and total compensation of the five most highly compensated officers of the entity if:
  (i) the entity in the preceding fiscal year received—
    (I) 80 percent or more of its annual gross revenues in Federal awards;
    (II) $25,000,000 or more in annual gross revenues from Federal awards; and
  (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the
- Other relevant information specified by OMB guidance.

D. NONDISCRIMINATION
(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
4. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,

(42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

5. Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
6. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
7. The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
8. The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
9. Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

E. GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

F. SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in

connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable

provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

G. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations Occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

H. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

I. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

J. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

K. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

1. INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

a. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

b. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

d The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

L. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

a. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
   i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
   ii. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
   iv. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

b. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

M. INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

d. The terms covered transaction, civil judgment, debarment, suspension, ineligible,

participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.
The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

N. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

O. BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing

items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

P. CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

1. GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

a. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    i. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    ii. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
b. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

2. DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

a. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
b. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
c. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by

NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Q. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

R. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

S. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

T. SECTION 402 REQUIREMENTS

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.
2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))

3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:
    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
        - o Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - o Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
    - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;
    - Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
    - Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
    - Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands
7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

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[ACTIVE] La Grange Park FFY 27 STEP – Budget

Award Start: **10/1/2026** Award End: **9/30/2027**

Version Budget Version 1 +

Budget View Settings

Actuals

Show Actuals From 10/1/2026 | To 9/30/2027

Options

Show/Hide

☐ Grant Year ☑ Line Items ☐ Assignee(s) ☐ GL Accounts ☐ Actuals ☐ Remaining

Budget

Expense Budget +	Grant-Funded Budgeted	Total Budgeted
1. Personnel (Salaries and Wages) + ✎ 🗑		
Hireback Officers ✎ ⧉ 🗑 $	$48,268.27	**$48,268.27**
Subtotal	$48,268.27	**$48,268.27**
10. Research and Development (R&D) + ✎ 🗑		
Subtotal	$0.00	**$0.00**
11. Telecommunications + ✎ 🗑		
Subtotal	$0.00	**$0.00**
12. Training and Education + ✎ 🗑		
Subtotal	$0.00	**$0.00**

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13. Direct Administrative Costs + ✎ 🗑		
Subtotal	$0.00	**$0.00**
14. Other or Miscellaneous Costs + ✎ 🗑		
Subtotal	$0.00	**$0.00**
2. Fringe Benefits + ✎ 🗑		
Subtotal	$0.00	**$0.00**
3. Travel + ✎ 🗑		
Subtotal	$0.00	**$0.00**
4. Equipment + ✎ 🗑		
Equipment ✎ ⧉ 🗑 $	$950.00	**$950.00**
Subtotal	$950.00	**$950.00**
5. Supplies + ✎ 🗑		
Subtotal	$0.00	**$0.00**
6. Contractual Services & Subawards + ✎ 🗑		
Subtotal	$0.00	**$0.00**
7. Consultant Services and Expenses + ✎ 🗑		
Subtotal	$0.00	**$0.00**
8. Construction + ✎ 🗑		
Subtotal	$0.00	**$0.00**
9. Occupancy (Rent and Utilities) + ✎ 🗑		
Subtotal	$0.00	**$0.00**
Indirect Cost + ✎ 🗑		
Indirect Cost ✎ ⧉ 🗑 $	$7,382.74	**$7,382.74**
Subtotal	$7,382.74	**$7,382.74**
Total Expense Budget Cost	**$56,601.01**	**$56,601.01**

Revenue Budget	**Grant-Funded Budgeted**	**Total Revenue**
Grant Funding		
Awarded Amount	$56,601.01	**$56,601.01**
Subtotal	$56,601.01	**$56,601.01**
Match		

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Cash Match	**$0.00**
In-Kind	**$0.00**
Other Funding	**$0.00**
Subtotal	**$0.00**
Total Revenue Budget Cost	**($56,601.01)**
Total Overall Budget Cost	**$0.00**

Budget Version History ▾

09/28/2026 03:12 PM Budget version 'Budget Version 1' **CREATED** by **Kyle Baker**. Seeded from Active Budget

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

CLERK'S CERTIFICATE

I, Meghan M. Kooi, Village Clerk of the Village of La Grange Park, Cook County, Illinois, certify that the attached document is a true and correct copy of the Resolution now on file in my office, entitled:

RESOLUTION NO. 26-72

A RESOLUTION AUTHORIZING AND APPROVING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE VILLAGE OF LA GRANGE PARK, COOK COUNTY, ILLINOIS, AND THE STATE OF ILLINOIS, DEPARTMENT TRANSPORTATION UNDER THE SUSTAINED TRAFFIC ENFORCEMENT PROGRAM (GRANT AGREEMENT NO. HS-27-0189)

which was passed by a roll call vote of the Board of Trustees of the Village of La Grange Park at a Regular Meeting held on the 24th day of November, 2026, at which meeting a quorum was present, and approved by the Village President of the Village of La Grange Park on the 24th day of November, 2026.

I further certify that the vote on the question of the passage of the said Resolution by the Board of Trustees of the Village of La Grange Park was taken by the Ayes and Nays and recorded in the Journal of Proceedings of the Board of Trustees of the Village of La Grange Park, and that the result of said vote was as follows, to-wit:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAIN: _____

I do further certify that the original Resolution, of which the attached is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of La Grange Park, this ___ day of November, 2026.

_____
Meghan M. Kooi, Village Clerk

VILLAGE OF LA GRANGE PARK ILL. CORPORATE SEAL INCORPORATED 1892