

SEPTEMBER 30, 2019

OFFICIAL PROCEEDINGS

St. Clair County Board Meeting





ST. CLAIR COUNTY BOARD

10 Public Square • Room B561 • Belleville, Illinois 62220-1623

MARK A. KERN
CHAIRMAN

(618) 277-6600
Fax (618) 825-2740



COUNTY BOARD MEETING – September 30, 2019

1. Invocation – Laura Kaemmerer, Election Supervisor, County Clerk
2. Pledge of Allegiance
3. Call to Order – Chairman Mark A. Kern
4. Roll Call by Tom Holbrook, County Clerk; Present - 25; Absent - 4
Absent – Mrs. Chartrand, Mr. Crawford, Mr. Gomric and Mrs. McIntosh
(The Chairman noted Mrs. Chartrand, Mr. Crawford, Mr. Gomric and Mrs. McIntosh are excused.)
5. Public Participation

Paul Durr from Caseyville has begun an initiative to have a crosswalk installed at the intersection of Route 159 and Hollywood Heights Road. He has collected 300 signatures and researched the criteria necessary to proceed with IDOT. He has approval from Caseyville Township and backing from the State Police. He is requesting the County's participation. The Chairman referred Mr. Durham to R. Vernier, Chairman of Transportation Committee and to Norm Etling the County Engineer to research the project.

Gentleman stood and expressed concern about two properties in the Cahokia area. 2445 Renois has not been cut in 4 years and it is owned by the St. Clair County Zoning Department and 2422 White Street which is owned by the St. Clair County Trustee. He would like to find out about having the grass cut. The Chairman will have staff look into it.

Jeff Urbanski lives in Chenot Place. He was bitten and thrown to the ground on August 28 by two (2) dogs that were off leash. He filed a report with the Sheriff and contacted Animal Control. He would like the County to have a better communication system due to the fact that Animal Control was not notified of the bite until 15 hours later. Also, he would like the County to enact the new law "Justice for Buddy Act".
6. Approval of Minutes of August 26, 2019 Meeting, September 16, 2019 Special Meeting and September 23, 2019 Special Meeting
Motion to Approve
J. West - made.
B. Allen – seconded
M/C – RC Unanimous
7. Reports & Communications from the Chairman
 - a. Approval of 2020 County Board Meeting Schedule

Motion to Approve 7-a
R. Mosley, Jr. - made
W. Dancy - seconded
M/C - RC - Unanimous

b. Approval of 2020 Holiday Schedule

Discussion followed with Mr. Cockrell questioning why Spring Holiday is not referred to as Good Friday on the schedule.

Motion to Approve 7-b

R. Mosley, Jr. - made

J. West - seconded

Roll Call Vote: Motion carried with 24 Ayes and 1 Nay with Mr. Cockrell voting Nay.

c. Appointment – Member, Parks Grant Commission – Mike Todd to Fill the Unexpired Term of Raymond Klein, Due to His Resignation

Motion to Approve 7-c

J. West - made

R. Mosley, Jr. - seconded

M/C - RC - Unanimous

d. Appointment - Member, Prairie DuPont Fire District Board – Randy Bolle to Fill the Unexpired Term of Michael Sullivan Due to His Resignation

Motion to Approve 7-d

S. Tieman - made

W, Dancy - seconded

M/C - RC - Unanimous

e. Appointment - Member, St. Clair County Transit District - Mike Terry to Fill the Unexpired Term of Michael Sullivan, Due to His Resignation

Motion to Approve 7-e

L. Mosley – made

S. Tieman – seconded

Roll Call Vote: Motion carried with 24 Ayes and 1 Abstention with Mr. Sharkey Abstaining.

f. Declaring October 17, 2019 as National Shake Out Day – Earthquake Preparedness Day

Motion to Approve 7-f

J. Moll – made

K. Easterley – seconded

M/C - RC - Unanimous

8. Miscellaneous Reports

Motion to Receive and Place on File

R. Mosley, Jr. – made

J. Moll - seconded

M/C - RC - Unanimous

9. Committee Reports

a. Environment Committee:

1. Report

Motion to Approve 9-a-1

J. West - made

P. Seibert - seconded

M/C - RC - Unanimous

b. Finance Committee:

1. Treasurer's Monthly Report

Motion to Approve 9-b-1

R. Mosley, Jr. – made

J. West – seconded

M/C – RC- Unanimous

2. Treasurer's Report of Funds Invested

Motion to Approve 9-b-2

L. Mosley – made

B. Allen – seconded

M/C – RC- Unanimous

3. Ord. #19-1219 - Tax Levy for the Year 2020

Discussion followed. The Chairman explained that the County abates the tax when the actual figures are determined. He stated that there was no increase in the taxes last year. Mr. Cockrell questioned why a Truth in Taxation Hearing was not held. Dr. Moore explained that when the levy is set it cannot exceed 5% and we did not exceed that limit. It is set at the highest level, as is past practice and an abatement is an option that the County exercises but it is not a requirement. The Chairman will have the State's Attorney review the need for a hearing.

Motion to Approve 9-b-3

R. Vernier – made

J. West – seconded

Roll Call Vote: Motion carried with 19 Ayes and 6 Nays with Mr. Cockrell, Mr. Dawson, Mr. Miller, Mr. O'Donnell, Mr. Pruett and Mr. Reeb voting Nay.

4. Approval to Receive and Place on File Intergovernmental Grants 2018 Audit

Motion to Approve 9-b-4

R. Mosley, Jr. – made

J. West – seconded

M/C – RC- Unanimous

5. Approval of 2020 CIGNA Voluntary Accidental Death and Dismemberment Policy (Vol AD&D) Renewal

Motion to Approve 9-b-5

S. Gruberman – made

J. West – seconded

M/C – RC- Unanimous

6. Approval of Lease Between St. Clair County, the Sheriff's Department and the Public Building Commission for Office Space to Support the Auto Theft Task Force

Motion to Approve 9-b-6

K. Eaterley – made

R. Vernier – seconded

M/C – RC- Unanimous

7. Approval of an Agreement Between the St. Clair County Sheriff's Department and Metro East Auto Theft Prevention and Insurance Verification Council and the Associated Intergovernmental Agreement

Motion to Approve 9-b-7

R. Vernier – made

P. Seibert – seconded

M/C – RC- Unanimous

8. Approval of Grant from the U.S. Department of Justice to Implement the NIBRS System from 2019 to 2021 at the St. Clair County Sheriff's Department as a Test Site

Motion to Approve 9-b-8

J. West – made

R. Vernier – seconded

M/C – RC- Unanimous

9. Approval of the Department of Justice-Bureau of Justice Administration's Edward Byrne Foundation FY 2019 Grant Authorizing St. Clair County to Administer Funds for the Purchase of Vehicles and Equipment for the Belleville and East St. Louis Police Departments and the St. Clair County Sheriff's Department

Motion to Approve 9-b-9

R. Mosley, Jr. – made

W, Dancy – seconded

M/C – RC- Unanimous

10. Approval of Agreement Between St. Clair County Board, St. Clair County Sheriff and Fraternal Order of Police, Lodge No. 148 - Correctional Officers Unit

Motion to Approve 9-b-10

J. West – made

R. Vernier – seconded

M/C – RC- Unanimous

11. Approval of Agreement Between St. Clair County Board, St. Clair County Sheriff and Fraternal Order of Police, Lodge No. 148 - Road Deputies Unit

Motion to Approve 9-b-11

R. Vernier – made

J. Dinges – seconded

M/C – RC- Unanimous

12. Approval of Salary Claims

Motion to Approve 9-b-12

J. Moll – made

S.Tieman – seconded

M/C – RC- Unanimous

13. Expense Claims – Claims Subcommittee

Motion to Approve 9-b-13

L. Mosley – made

P. Seibert – seconded

Roll Call Vote: Motion carried with 24 Ayes and 1 Abstention with Mr. Miller Abstaining.

c. Transportation Committee:

1. Res. #2476-19-RT – Granting The United States Army Corp of Engineers Permission to Drill Three (3) Pilot Holes Within the Westerly Right-of-Way of Front Street, County Highway 100

Motion to Approve 9-c-1

R. Vernier– made

B. Allen – seconded M/C – RC- Unanimous

2. Res. #2477-19-RT - Authorizing the Execution of a Construction Agreement with Illinois American Water for the Relocation of an Existing Water Main that Lies Within a Private Easement Along Frank Scott Parkway and is in Conflict With the Proposed Widening

Motion to Approve 9-c-2

R. Vernier– made

J. West – seconded M/C – RC- Unanimous

3. Res. #2478-19-RT – Granting Charter Communications Permission to Install a Communications Cable Along the South Side of Eiler Road, County Highway 18, West of Indian Hill Drive to East of Richland Place

Motion to Approve 9-c-3

R. Vernier– made

R. Mosley, Jr. – seconded M/C – RC- Unanimous

4. Res #2479-19-RT – Granting CenturyLink Permission to Install a Communications Cable Along the East Side of Reider Road, County Highway 99

Motion to Approve 9-c-4

R. Vernier– made

R. Meile – seconded M/C – RC- Unanimous

5. Res. #2480-19-RT - Granting CenturyLink Permission to Install a Communications Cable Along the East Side of Wherry Road, County Highway 82

Motion to Approve 9-c-5

R. Vernier– made

N. Miller – seconded M/C – RC- Unanimous

6. Res. #2481-19-RT - Appropriating \$350,000.00 from the County Bridge Fund for Repairs to Str. 082-3086 Which Carries Triple Lakes Road, County Highway 39, Over the Prairie DuPont Canal

Motion to Approve 9-c-6

R. Vernier– made

B. Trentman – seconded M/C – RC- Unanimous

7. Res. #2482-19-RT – Vacating an Existing Utility Easement in Lot 3 of The Estates at Far Oaks Subdivision

Motion to Approve 9-c-7

J. West– made

R. Vernier – seconded M/C – RC- Unanimous

8. Res. #2483-19-RT – Granting Charter Communications Permission to Install a Communications Cable Along and Under Frank Scott Parkway West, County Highway 46, from Belleville West High School Campus Southerly to the South 11th Street Intersection

Motion to Approve 9-c-8

R. Vernier– made

P. Seibert – seconded M/C – RC- Unanimous

d. Trustee Committee:

1. Res. #2484-19-R – Delinquent Taxes

Motion to Approve 9-d-1

L. Mosley – made

J. Haywood – seconded M/C – RC - Unanimous

2. Approval of Extension Requests

Motion to Approve 9-d-2

L. Mosley – made

J. Haywood – seconded M/C – RC - Unanimous

10. Grants Payroll and Expenses

Motion to Receive and File

S. Reeb – made

S. Gruberman – seconded M/C – RC – Unanimous

11. County Health Department Report

Motion to Receive and File

J. West – made

K. Easterley– seconded M/C – RC - Unanimous

12. Department of Revenue Report

Motion to Receive and File

S. Tieman – made

J. Dinges– seconded M/C – RC - Unanimous

13. Comments by the Chairman

- a. Executive Session – Pending Litigation/Workers' Compensation
Motion to go into Executive Session to discuss pending litigation settlements at 7:50 p.m. Chairman Kern noted the same roll call. Also in attendance were States Attorney Jim Gomric, Frank Bergman and Attorney Garrett Hoerner.

R. Mosley, Jr. – made
K. Easterley – seconded

M/C – RC- Unanimous

Motion to Return to Regular Session at 7:55 p.m. with Chairman Kern noting the same roll call.

R. Mosley, Jr. – made
P. Seibert – seconded

M/C – RC- Unanimous

Motion to approve payment in the amount of \$45,000 to Raymond Bonds in full and final settlement of the matter of Raymond Bonds vs. St. Clair County, et al., St. Clair County Circuit Court Case No.- 16-L-281.

J. Chartrand – made
S. Gomric – seconded

M/C – RC - Unanimous

14. Any other Pertinent Business

15. Adjournment

There being no further business, a motion was made by S. Tieman, seconded by W. Dancy that the Board stand adjourned until Monday, October 28, 2019 at 7:30 p.m., for the Statutory October Meeting, and to convene in the County Board meeting Room B-564, 10 Public Square, Belleville, Illinois, when it will be the pleasure for all to attend. Motion carried unanimously.

THOMAS HOLBROOK, COUNTY CLERK AND
EX-OFICIO CLERK OF THE COUNTY BOARD



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

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4. Roll Call
5. Public Participation
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 - a. Approval of 2020 County Board Meeting Schedule
 - b. Approval of 2020 Holiday Schedule
 - c. Appointment – Member, Parks Grant Commission – Mike Todd to Fill the Unexpired Term of Raymond Klein, Due to His Resignation
 - d. Appointment - Member, Prairie DuPont Fire District Board – Randy Bolle to Fill the Unexpired Term of Michael Sullivan Due to His Resignation
 - e. Appointment - Member, St. Clair County Transit District - Mike Terry to Fill the Unexpired Term of Michael Sullivan, Due to His Resignation
 - f. Declaring October 17, 2019 as National Shake Out Day – Earthquake Preparedness Day
8. Miscellaneous Reports
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 - a. Environment Committee:
 1. Report
 - b. Finance Committee:
 1. Treasurer's Monthly Report
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10. Approval of Agreement Between St. Clair County Board, St. Clair County Sheriff and Fraternal Order of Police, Lodge No. 148 - Correctional Officers Unit
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12. Approval of Salary Claims
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d. Trustee Committee:

1. Res. #2484-19-R - Delinquent Taxes
2. Extension Requests

10. Grants Payroll and Expenses
11. County Health Department Report
12. Department of Revenue Report
13. Comments by the Chairman
Executive Session - Pending Litigation / Workers' Compensation
14. Any other Pertinent Business
15. Adjournment

September 30, 2019

Honorable Mark A. Kern, Chairman
St. Clair County Board
#10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

We, the Judiciary Committee, wish to report that the Minutes from the August 26, 2019 Meeting, and September 16, 2019 and September 23, 2019 Special Meetings have been entered on record.

The Committee checked the minutes and recommend they be approved by this Honorable Body.

Respectfully submitted,

JUDICIARY COMMITTEE
St. Clair County Board



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

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September 30, 2019

St. Clair County Board
10 Public Square
Belleville, IL 62220

County Board Members:

2020 COUNTY BOARD MEETING DATES

The Statutory Meetings of the St. Clair County Board of St. Clair County, Illinois, are held on the Last Monday in June and the Last Monday in September, respectfully and are called to order by the Chairman of the County Board at 7:30 p.m., St. Clair County Building, #10 Public Square, Room B-564, County Board Meeting Room:

Monday		January 27, 2020	7:30 p.m.
Monday		February 24, 2020	7:30 p.m.
Monday		March 30, 2020	7:30 p.m.
Monday		April 20, 2020	7:30 p.m.
Tuesday		May 26, 2020	7:30 p.m.
		(Note: Monday, May 25, 2020 – Memorial Day)	
Monday	*	June 29, 2020	7:30 p.m.
Monday		July 27, 2020	7:30 p.m.
Monday		August 31, 2020	7:30 p.m.
Monday	*	September 28, 2020	7:30 p.m.
Monday		October 26, 2020	7:30 p.m.
Monday		November 30, 2020	7:30 p.m.
Monday		December 21, 2020	7:30 p.m.

* STATUTORY MEETINGS

Notification will be made on any change in time, date or place of any meeting.

Sincerely,

MARK A. KERN, Chairman
St. Clair County Board



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

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September 30, 2019

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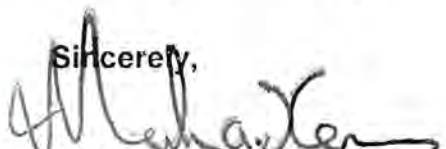
County Board Members:

I propose the following holiday schedule for 2020. These holidays are in accord with those to be observed by the State of Illinois with the exception of Lincoln's Birthday, Spring Holiday, Columbus Day and Christmas Eve and are in accord with the "Revised Code of Ordinances" of St. Clair County, Illinois, Chapter 28 - Personnel Code.

HOLIDAYS TO BE OBSERVED

New Year's Day	Wednesday, January 1, 2020
Martin Luther King Day	Monday, January 20, 2020
President's Day	Monday, February 17, 2020
Spring Holiday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day	Friday, July 3, 2020
Labor Day	Monday, September 7, 2020
Election Day	Tuesday, November 3, 2020
Veterans' Day	Wednesday, November 11, 2020
Thanksgiving Day	Thursday, November 26, 2020 Friday, November 27, 2020
Christmas Eve Day	Thursday, December 24, 2020
Christmas Day	Friday, December 25, 2020

Sincerely,


MARK A. KERN, Chairman
St. Clair County Board



MARK A. KERN
CHAIRMAN

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September 30, 2019

St. Clair County Board
#10 Public Square
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Members of the Board:

Since the following appointment shall be made by the Chairman of the St. Clair County Board with the approval of the Members of the County Board, I respectively submit the following appointments for your consideration and approval:

1. Member, Parks Grant Commission:
Appointment of MIKE TODD to complete the unexpired one (1) year term of Raymond Klein effective immediately and expiring on December 1, 2019.
2. Member, Prairie DuPont Fire District Board:
Appointment of RANDY BOLLE to complete the unexpired three (3) year term of Michael Sullivan effective immediately and expiring on May 30, 2021.
3. Member, St. Clair County Transit District:
Appointment of MIKE TERRY to complete the unexpired four (4) year term of Michael Sullivan effective immediately and expiring on December 31, 2020

MARK A. KERN, Chairman
St. Clair County Board

MAK/dm

MICHAEL H. TODD

421 Traver Tine Circle
Millstadt Illinois 62260
(618) 616-5001
mhtodd99@aol.com

Summary

I have extensive experience, expertise, and training in directing both large and small political campaigns. My experience as Mayor has given me the knowledge of working together with the village board members as well as many citizen committees.

I have had experience working with public officials and private developers, and both employee and management groups to help reach resolutions that benefit all parties. My greatest asset is my ability to adapt to any situation; whether is a boardroom meeting with public officials or out in public speaking with citizens, I can relate and communicate effectively within any environment.

Professional Experience

Village of Millstadt Trustee: 2007-2013

- Chairman of Streets, Sidewalks and Public Buildings
- Co-Chairman of Water, Sewer and Parks Departments

Mayor, Village of Millstadt

· As Mayor

- I was responsible for improvement to area infrastructure including various water and sewer main improvements and expansion.
- Secured funding and installation for new and updated sidewalks and village streets.
- In an effort to enhance community awareness and public safety, as I implemented and made available CodeRED in Millstadt. CodeRED is a system that allows the residents to quickly receive emergency information by way of text messages, emails and automated telephone calls.
- I sponsored a program and got board approval to offer curbside recycling.
- Built new park without taxpayer dollars, updated and improved existing parks with lighting, increased ADA accessible areas, new bathrooms and playgrounds.

Lead Organizer: Midwest Region Organizing Committee, August 2008 to present

- Responsible for coordinating with Labor, contractors, and end users to increase Union market-share in public and private construction
- Coordinate with public officials, governmental agencies, and private interests to help establish policy and guidelines to increase opportunities for Union workers and contractors.
- Directed and participated in over 50 successful Union organizing campaigns in 12 Illinois counties.

Laborers Local 459, 1998-2008

- Worked for various area contractors in the field as a laborer.

Education

Gibault Catholic High School; 1997 High School Diploma

Volunteering and Community Projects

Millstadt Commercial Club

- Member since 2000
- Executive Board since 2004 and currently serving as President
 - Served as President

Millstadt Optimist Club Member

Volunteer for Various Community Events

- Millstadt Senior Center BBQ Chairperson
- Millstadt Community Chili Supper Host and Cook
- Co-Chairperson of Millstadt Homecoming
- JDRF Volunteer/Fundraiser, 2013 - present

Randy C. Bolle

1009 Falling Springs Dr., IL. 62239 | 618-781-5364 | randy.bolle@gmail.com

Experience

VILLAGE OF DUPO | AUGUST 1985 - PRESENT

- Part Time Police Officer August 1985-October 1989
- Full Time Police Officer October 1989-July 1999
- Promoted to Sargent January 1994
- Transferred to utility department as a laborer July 1999- present

VILLAGE OF FREEBURG | SEPTEMBER 2000 - PRESENT

- Part Time Police Officer

ECKERT'S ORCHARDS | OCTOBER 2004 - PRESENT

- Director of Security

ST. CLAIR COUNTY TRANSIT DISTRICT | MAY 2017 - PRESENT

- Metro Deputy

Boards or Committees

PRARIE DUPONT WATER DISTRICT | 2000 - PRESENT

- Currently serving as President

PRAIRIE DUPONT LEVEE DISTRICT | 2008 - PRESENT

Education

HIGH SCHOOL DIPLOMA | 1981 | DUPO HIGH SCHOOL

400 HOUR POLICE ACADAMY | 1989 | BELLVILLE AREA COLLEGE

ORGANIZATIONS

DUPO VOLUNTEER FIRE DEPARTMENT

MAJOR CASE SQUAD

9-11-19

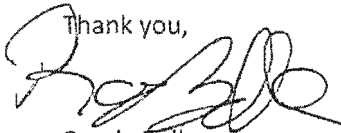
To. Chairman Kern & St. Clair County Board

From. Randy Bolle

I understand that the Prairie DuPont Fire Dept is in need of a district trustee.

I have been a volunteer fire fighter for many years and I live in this district . I would like to be considered for this position.

Thank you,

A handwritten signature in black ink, appearing to read 'Randy Bolle', written over the printed name.

Randy Bolle

1009 Falling Springs Drive

Dupo Illinois 62239

618-781-5364

MICHAEL E. TERRY

2154 Stonecrest Dupo, IL 62239
(618) 286-4362; (618) 446-6701 (cell)

Experience

State of Illinois, DMV, Public Service Representative
East St. Louis, Illinois

Years From - To
2007 - 2015

Education

Dupo High School, Dupo, Illinois

1966 - 1969

Leadership

Military Service - U. S. Army - Honorable Discharge

1969 - 1971

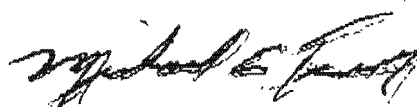
September 26, 2019

Dear Board members:

As the new supervisor of the Sugarloaf Township, I request appointment to the St. Clair County Transit District Board.

Looking forward to working with the Board in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Terry". The signature is stylized with a large, sweeping initial "M" and a long, horizontal stroke extending to the right.

Michael E. Terry.

Get Ready to Shake Out.



October 17, 10:17 a.m.

**Shake
Out™**

Register at www.ShakeOut.org

TO: ST. CLAIR COUNTY BOARD

FROM: MARK A. KERN, Chairman
St. Clair County Board

SUBJ: Miscellaneous Reports

DATE: September 30, 2019

The following routine informational reports are by various department heads for you to receive and to have placed on file by voice vote; no other action being necessary:

Emergency Management Agency

The activities during the month of August / September 2019 were routine and the report of same will be placed on file in the County Board Office.

County Jail

The Jailer reports that prisoners for the period from August 21, 2019 through September 24, 2019 are an average of 368 prisoners per day. The report of same will be placed on file in the County Board Office.

Detention Home

The total population of the Detention Center for the period from August 23, 2019 through September 19, 2019 was 457 children, 444 boys and 13 girls. The report of same will be placed on file in the County Board Office.

This Miscellaneous Report will become a part of the County Board Meeting Minutes.



St. Clair County **Emergency Management Agency (EMA)**

110 West Washington • Belleville, IL 62220 • (618) 825-2683
(After hours (618) 277-3500) Fax# (618) 825-2750

Herbert Simmons
EMA Director

Report of Activities Emergency Readiness \ Public Safety Committee August \ September 2019

1. All monthly radio test were conducted no problems reported.
2. All outdoor warning sirens were tested no problems reported
3. IEMA training summit in Springfield
4. Command Post deployed to Columbia for annual music event
5. ETSB meeting
6. Staff attended St. Clair Special Emergency Services meeting
7. Train derailment at U.P. Railroad in Dupo, forty
8. Hosted bi- monthly dispatcher continuing education
9. STARR COM monthly meeting
10. ITTF meeting
11. Command post deployed to Belleville for October fest
12. SIEC meeting
13. Attended the After action meeting for train derailment in Dupo
14. Command post deployed to raceway

Sincerely;
Herb Simmons
Herb Simmons
Director



Daily Peak Population Report

For Period Beginning on August 21, 2019 Through September 24, 2019 - Current Capacity: 418

Date	Population	Over/Under	Status
Wednesday, August 21, 2019	353	65	Under Capacity
* Thursday, August 22, 2019	346	72	Under Capacity
Friday, August 23, 2019	352	66	Under Capacity
Saturday, August 24, 2019	352	66	Under Capacity
Sunday, August 25, 2019	360	58	Under Capacity
Monday, August 26, 2019	350	68	Under Capacity
Tuesday, August 27, 2019	351	67	Under Capacity
Wednesday, August 28, 2019	365	53	Under Capacity
Thursday, August 29, 2019	370	48	Under Capacity
Friday, August 30, 2019	370	48	Under Capacity
Saturday, August 31, 2019	359	59	Under Capacity
Sunday, September 1, 2019	361	57	Under Capacity
Monday, September 2, 2019	355	63	Under Capacity
Tuesday, September 3, 2019	360	58	Under Capacity
Wednesday, September 4, 2019	363	55	Under Capacity
Thursday, September 5, 2019	371	47	Under Capacity
Friday, September 6, 2019	364	54	Under Capacity
Saturday, September 7, 2019	372	46	Under Capacity
Sunday, September 8, 2019	377	41	Under Capacity
Monday, September 9, 2019	378	40	Under Capacity
Tuesday, September 10, 2019	378	40	Under Capacity
Wednesday, September 11, 2019	382	36	Under Capacity
Thursday, September 12, 2019	385	33	Under Capacity
Friday, September 13, 2019	379	39	Under Capacity
Saturday, September 14, 2019	375	43	Under Capacity
Sunday, September 15, 2019	381	37	Under Capacity
Monday, September 16, 2019	377	41	Under Capacity
Tuesday, September 17, 2019	380	38	Under Capacity
Wednesday, September 18, 2019	376	42	Under Capacity
Thursday, September 19, 2019	376	42	Under Capacity
Friday, September 20, 2019	379	39	Under Capacity
Saturday, September 21, 2019	375	43	Under Capacity
* Sunday, September 22, 2019	382	36	Under Capacity
Monday, September 23, 2019	376	42	Under Capacity
Tuesday, September 24, 2019	371	47	Under Capacity

Average Daily Population: 368

Days In Reporting Period: 35

* - Designates Min and Max Dates

... End of Report ...

Population Report August 23, 2019 to September 19, 2019

	Boys	Girls	Total
08/23/19	17	0	17
08/24/19	15	0	15
08/25/19	17	1	18
08/26/19	20	1	21
08/27/19	17	1	18
08/28/19	17	0	17
08/29/19	13	0	13
08/30/19	12	1	13
08/31/19	13	0	13
09/01/19	13	0	13
09/02/19	14	0	14
09/03/19	18	0	18
09/04/19	19	3	22
09/05/19	14	1	15
09/06/19	15	0	15
09/07/19	16	0	16
09/08/19	16	0	16
09/09/19	18	0	18
09/10/19	17	0	17
09/11/19	17	1	18
09/12/19	16	0	16
09/13/19	15	1	16
09/14/19	16	1	17
09/15/19	16	0	16
09/16/19	16	0	16
09/17/19	18	0	18
09/18/19	15	0	15
09/19/19	14	2	16

Total 444 13

457

Grand Total



AUGUST 2019 FEE REPORT

Payment Date Range 08/01/19 - 08/31/19
Summary Listing

Payment Code	Payment Category	Zoning - Zoning & Mapping	Default Bank Account	Number of Transactions	Total Amount Collected
ZB100	AZC-APP Zoning Compliance Permit		BOE-Investment Pool	36	1,140.00
ZB101	Commercial & Industrial Permit		BOE-Investment Pool	2	3,277.38
ZB102	Demolition permit		BOE-Investment Pool	3	400.00
ZB103-1	Electrical Permit 1 Insp		BOE-Investment Pool	31	2,325.00
ZB103-2	Electrical Permit 2 Insp		BOE-Investment Pool	1	100.00
ZB104	Garage/Pole Barn Permit		BOE-Investment Pool	7	1,170.00
ZB104-3	Portable Shed > 200 sq ft Permit		BOE-Investment Pool	2	350.00
ZB105	Misc Accessory Structure Permit		BOE-Investment Pool	2	170.00
ZB105-1	Deck Permit		BOE-Investment Pool	2	250.00
ZB105-2	Carport Permit		BOE-Investment Pool	2	250.00
ZB108	Reinspection fee - new constr		BOE-Investment Pool	5	375.00
ZB109-1	B/P Renewal		BOE-Investment Pool	4	643.18
ZB110-1	Res Additions Permit <\$50,000		BOE-Investment Pool	3	600.00
ZB111-2	Res Remodel Permit > \$50,000		BOE-Investment Pool	1	300.00
ZB111-3	Res Rem Permit \$10,000 - \$50,000		BOE-Investment Pool	4	1,000.00
ZB113-1	Single Fam Res Permit <2500 sqft		BOE-Investment Pool	3	1,500.00
ZB113-2	Single Fam Res Permit >2500 sqft		BOE-Investment Pool	1	700.00
ZB114	Stormwater Erosion Permit		BOE-Investment Pool	10	1,292.00
ZB115-1	Swimming Pool Permit-In Ground		BOE-Investment Pool	5	1,400.00
ZB115-2	Swimming Pool Permit-Above Gnd		BOE-Investment Pool	1	125.00
ZB117	Solar Energy System-Residential		BOE-Investment Pool	4	889.00
ZC0100	OCC Village of East Carondelet		BOE-Investment Pool	2	225.00
ZC0102	OCC Village of Millstadt		BOE-Investment Pool	12	1,350.00
ZH101	Planning Development		BOE-Investment Pool	1	1,000.00
ZH103	Zoning Amendment		BOE-Investment Pool	1	500.00
Z-MB Inv	Misc Billing by Invoice		BOE-Investment Pool	28	13,194.70
Z-MB Permits	Misc Billing Receipts - Permits		BOE-Investment Pool	1	4,750.00
ZO100	OCC Multi-family		BOE-Investment Pool	19	3,450.00
ZO101	OCC Single Family		BOE-Investment Pool	74	9,250.00
ZO102	OCC Manuf/Mobile Home Insp		BOE-Investment Pool	24	2,400.00
ZO103	Reinspection Fee-Occupancy		BOE-Investment Pool	38	1,950.00
ZO104	Certification of Occupancy		BOE-Investment Pool	136	4,760.00
ZO105	Certification of Occupancy-Mod		BOE-Investment Pool	14	350.00
ZO106	OCC Duplex/Condo Inspection		BOE-Investment Pool	22	3,300.00
Payment Category Zoning - Zoning & Mapping Totals				501	\$64,736.26
Grand Totals				501	\$64,736.26

Value of Construction on which permits were issued for August, 2019: \$2,842,294.07
Total Fee Report for the month of August, 2018: \$47,797.00



COUNTY OF ST. CLAIR
DEPARTMENT OF BUILDING & ZONING



PHONE (618) 825-2715
FAX (618) 277-0482

10 PUBLIC SQUARE
BELLEVILLE, ILLINOIS 62220-1623
www.co.st-clair.il.us

ENVIRONMENT COMMITTEE
August 20, 2019

The regular meeting of the Environment Committee of the St. Clair County Board was called to order on Monday, August 20, 2019 in the St. Clair County Board Conference Room, #10 Public Square, Belleville, Illinois, by Chairman, John West.

Members present: Chairman John West, June Chartrand, Paul Seibert, Marty Crawford & Ken Easterley

Members excused: Nick Miller & Rich Meile

Staff in attendance: Anne Markezich, Zoning Department & Robert Allen, County Board District #1

Members recited the Pledge of Allegiance.

MOTION by Seibert, second by Easterley to approve Minutes of July 23, 2019. Motion carried.

MOTION by Crawford, second by Chartrand to approve the Zoning Fee Report. Motion carried.

MOTION by Chartand, second by Easterley to approve the Zoning Board Summaries for cases 2019-02-SP and 2019-02-PD.

MOTION by Easterley, second by Seibert to approve Occupancy Program Report. Motion carried.

MOTION by Chartrand, second by Crawford to approve Building Permit List. Motion carried.

MOTION by Seibert, second by Chartrand to approve Expense Claims. Motion carried.

HEALTH DEPARTMENT/EDG REPORT - SHARON VALENTINE

Ms. Valentine discussed the small household hazardous waste collection held on June 22, 2019 at McKendree. Ms. Valentine stated unfortunately there was a low turnout because it rained the entire day.

Ms. Valentine stated two Sanitarians were hired for the Environmental Team. She stated that have both passed their Food Protection Manager Certification and by the end of August will have completed all the initial hire training.

MOTION by Seibert to approve the report. Second by Crawford.

ZONING DIRECTOR'S REPORT - ANNE MARKEZICH

Ms. Markezich stated County Board Member, Robert Allen is present at the meeting to discuss code enforcement in a portion of his district.

County Board Member, Robert Allen addressed the Committee regarding the condition of the State Park area. Mr. Allen stated he has received numerous complaints from his constituents regarding junk and debris, abandoned homes, junk vehicles and high grass. Mr. Allen asked for the Committee's assistance in getting the area cleaned up. Mr. Allen stated he would like to see another large item pick-up in the area and stated he will be thankful for any assistance.

MOTION by Easterley to approve the report. Second by Chartrand.

CLEAN SWEEP PROGRAM

No report.

BEN HENNING - STATE'S ATTORNEYS OFFICE

No report.

MOTION to adjourn by Chartrand, second by Miller. Motion carried.



COUNTY OF ST. CLAIR
DEPARTMENT OF BUILDING & ZONING



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10 PUBLIC SQUARE
BELLEVILLE, ILLINOIS 62220-1623
www.co.st-clair.il.us

There are no Zoning Board Summaries
for the month of September, 2019

Honorable County Board Members
St. Clair County
Belleville, Illinois

Gentlemen:

We your Finance Committee recommend the approval of the
following report of Andrew Lopinot, County Treasurer of
receipts and disbursements for the month of August, 2019.

This report being filed as per Illinois Compiled Statutes
Chapter 30, Section 15/1.

Marty Cufal
June Chatham
Jana White
L. Mosley
Richard Krueger
John West
Paul Seibert



FUND SUMMARY
Cash/Checking Activity
August 1, 2019 - August 31, 2019

St. Clair County

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
100-1000	Gen County Fund	2,243,731.44	2,880,037.02	3,435,274.89	1,621.99	1,690,115.56
115-1150	Gen Co Escrow	359,651.60	4,761.17	0.00	490.06	374,902.83
116-1160	Working Cash Fu	1,255,071.38	0.00	0.00	1,658.88	1,256,730.26
117-1170	Pers Prop Repla	6,640,385.76	48,985.23	8,905.44	8,905.44	6,689,370.99
130-1300	Geographic Inf	478,816.83	27,889.75	67,625.14	608.67	439,690.11
140-1400	Pari-Mutual Fun	651,465.29	20,746.98	851.05	851.05	672,212.27
150-1500	Tort Liability	999,944.40	338,480.40	388,846.03	947.94	950,526.71
160-1600	Capital Replace	-767,628.92	31,575.27	66,467.99	-658.36	-803,180.00
160-1601	Cap Repl 2013 D	862,173.69	0.00	0.00	1,139.51	863,313.20
170-1700	MetroLink Secur	481,284.64	0.00	199,057.33	523.53	282,750.84
175-1750	Dispatching Ser	-359,538.13	107,451.86	290,057.59	-561.58	-542,705.44
180-1800	SA Offender Acc	62,886.77	1,698.50	0.00	79.15	64,664.42
180-1802	States Attorney	49,175.55	0.00	9,331.96	74.55	39,918.14
190-1900	Payroll Escrow	862,965.25	0.00	0.00	1,140.41	864,105.66
200-2000	County Highway	3,478,142.49	289,064.04	403,771.75	3,841.18	3,367,275.96
201-2010	County Bridge F	8,729,944.83	6,915.36	3,884.89	11,316.29	8,744,291.59
202-2020	Matching Tax Fu	3,341,637.37	97,021.28	300,693.60	4,084.74	3,142,049.79
203-2030	Motor Fuel Tax	6,104,559.05	314,145.72	1,637,360.10	6,691.14	4,788,035.81
205-2050	Highway Special	1,373,679.92	0.00	0.00	1,759.52	1,375,439.44
205-2051	Hwy Spec Proj 2	22,740,227.53	0.00	0.00	30,101.84	22,770,329.37
205-2051B	Highway Spec Pr	-9,487.51	0.00	0.00	56.02	-9,431.49
206-2060	Highway Equipme	210,413.69	6,906.52	65,813.75	226.36	151,732.82
207-2070	Township Motor	1,569,515.26	71,895.86	188,422.46	2,094.46	1,455,083.12
209-2090	Highway Payroll	0.00	234,896.90	234,890.96	-5.94	0.00
210-2100	Lease Payable F	5,706,905.54	688,554.47	0.00	6,428.61	6,381,888.62
211-2110	Social Security	3,759,699.16	196,477.73	319,863.74	4,696.63	3,640,909.78
212-2120	Retirement Fund	4,919,207.95	328,654.59	316,967.95	5,895.16	4,936,789.75
215-2150	Sale In Error	300,171.71	0.00	3,977.01	410.89	296,605.59
216-2160	Indemnity Fund	1,004,400.00	0.00	1,329.21	1,329.21	1,004,400.00
217-2170	Recorder's Offi	493,874.22	32,701.00	33,462.36	668.42	493,781.28
218-2180	Trustee E. St.	3,037,601.51	0.00	0.00	4,044.67	3,041,646.18
218-2180W	Trustee Wash Pa	315,859.62	0.00	0.00	412.56	316,272.18
221-2210	Parks Grant Com	1,152,659.96	48,631.55	35,090.00	1,549.98	1,167,751.49
221A-2211	Parks Grant Com	3,320,693.92	49,611.01	26,779.36	4,441.59	3,347,967.16

Portfolio CFUN
CC
LP (PRF_LPF) 7.1.1
Report Ver. 7.3.5

FUND SUMMARY
Cash/Checking Activity
August 1, 2019 - August 31, 2019

Page 2

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
225-2250	Veterans Assist	536,956.95	24,667.98	34,025.64	672.50	528,271.79
237-237-NEW	Special Grants	184,275.25	45.00	23,738.08	243.68	160,825.85
238-2380	East Side Youth	-1,361.44	0.00	1,931.84	-5.63	-3,298.91
240-2400	County Health F	3,560,794.65	570,528.62	575,629.78	4,767.87	3,560,461.36
241-2410	Landfill Surcha	382,303.36	0.00	18,509.46	439.65	344,233.55
245-2450	Mental Health F	1,627,122.59	152,845.58	194,543.23	1,952.07	1,587,377.01
246-2460	Mental Health G	-4,331.08	200,174.64	105,866.43	27.05	90,004.18
250-2500	Civil Defense E	397,471.06	0.00	0.00	528.48	397,999.54
253-2530	Emergency Telep	2,108,181.00	2,000.00	97,239.38	2,726.32	2,015,667.94
257-2570	Pet Population	-36,058.04	2,960.00	5,747.43	-45.38	-38,890.85
260-2600	Court Automatio	2,867,836.41	86,507.02	67,693.56	3,761.52	2,890,411.39
261-2610	Court Document	2,727,311.95	84,778.15	70,069.42	3,584.69	2,745,605.37
262-2620	Electronic Citat	545,974.29	3,776.25	0.00	729.76	550,480.30
264-2640	Circuit Clerk T	-4,899.86	10,999.01	12,870.19	-5.49	-6,776.53
265-2650	Maint/Child Sup	537,704.32	5,845.00	13,417.04	714.76	530,847.04
266-2660	Foreclosure Med	276,385.31	0.00	33,750.00	340.75	242,976.06
267-2670	Visitation Cent	34,383.19	20,363.74	8.00	55.99	54,794.82
268-2680	Law Library Fun	382,731.80	31,208.09	5,855.64	499.24	408,583.49
269-2690	Bailiff Fund	233,119.93	91,206.30	88,220.63	295.66	236,401.26
270-2700	S A Title IV-D	109,625.15	138,003.78	71,883.64	124.19	175,869.48
272-2720	CASA Fee Fund	8,470.98	388.57	0.00	10.88	8,870.43
273-2730	Children's Advo	32,056.20	4,381.07	5,500.00	36.14	30,973.41
275-2750	ACCS State's At	9,965.54	17.18	0.00	13.14	9,995.86
277-2770	SA Records Auto	121,648.97	1,421.40	0.00	160.62	123,230.99
278-2780	SA Forfeiture B	22,867.33	0.00	0.00	30.28	22,897.61
285-2850	Prob Service Ou	686,764.53	57,683.00	60,114.73	888.86	685,221.66
285-2851	Probation Servi	2,536,052.22	35,876.04	26,360.74	3,347.19	2,548,314.71
285-2852	Probation Part	-798,580.82	0.00	233,260.60	-1,159.32	-1,033,000.74
286-2860	Mental Health C	25,347.28	886.66	0.00	33.49	26,267.43
290-2900	County Detentio	739,756.79	36,956.31	175,901.31	849.22	601,661.01
295-2950	Coroner's Fund	30,652.81	1,775.00	1,662.90	38.86	30,803.77
300-3000	Drug Traffic Pr	35,395.08	2,351.55	200.25	47.70	37,594.08
305-3050	Sheriff's DUI F	25,581.19	1,478.11	500.00	36.87	26,596.17
306-3060	Transportation	1,053.36	0.00	0.00	1.24	1,054.60

Portfolio CFUN
CC
LP (PRF_LPF) 7.1.1
Report Ver: 7.3.5

FUND SUMMARY
Cash/Checking Activity
August 1, 2019 - August 31, 2019

Page 3

Asset Num	Fund Description	Beginning Balance	Deposits	Withdrawals	Interest Received	Ending Balance
315-3150	Sheriff's Asset	588,110.25	11,909.94	18,472.07	767.17	582,315.29
330-3300	Commissary Fund	165,657.63	1,701.75	16,542.32	206.53	151,023.59
335-3350	Jail Medical Fu	3,064.41	938.08	0.00	4.67	4,007.16
350-3500	Victim Witness	6,837.64	0.00	5,198.11	5.71	1,645.24
355-3550	Domestic Violen	-7,661.30	15,230.27	6,204.86	-5.12	1,358.99
370-3700	Project Renee G	-53,587.34	100,629.91	47,593.20	-34.88	-585.51
383-3830	Judicial Grants	6,794.21	3,200.66	530.39	9.46	9,473.94
384-3840	State's Atty Gr	9,888.36	0.00	9,070.92	5.87	823.31
385-3850	Probation Grant	-20,251.80	0.00	33,180.20	-49.12	-53,481.12
386-3860	DUI Alcohol Saf	-66,642.37	37,849.42	42,239.31	-91.40	-71,123.66
450-4500	Bonds Payable F	-518,516.44	1,975,156.26	0.00	1,430.11	1,458,069.93
455-4550	Joint Use Bond	19,457,906.78	0.00	0.00	25,489.96	19,483,396.74
500-5000	MidAmerica Airp	526,642.80	53,506.26	0.00	701.76	580,850.82
500-5001	MidAmerica Airp	104,303.75	0.00	0.00	137.84	104,441.59
550-5500	Employees Medic	2,446,739.51	1,390,042.06	1,345,837.64	2,902.63	2,493,845.56
570-5700	SCC Unemployment	-9,850.76	0.00	6,196.69	-13.93	-16,061.38
600-6000	Post Employment	972.41	0.00	0.00	1.26	973.67
610-6100	Prior Year Prot	93,164.60	0.00	0.00	135.69	93,300.29
610A-6100	Bankruptcy	2,462.64	0.00	0.00	3.28	2,465.92
650-6500	Unclaimed Prope	72,953.83	0.00	97.21	97.21	72,953.83
700-7000	Arbitration Fun	6,527.06	19,075.75	19,024.80	1.74	6,579.75
710-7100	Condemnation Fu	114,363.76	0.00	2,208.02	208.02	112,363.76
720-7200	Estates Of Dece	85,700.58	0.00	0.00	113.27	85,813.85
725-7250	Gen Co Escheat	8,536.18	0.00	0.00	11.29	8,547.47
930-9300	County Flood Pr	15,875,391.16	0.00	0.00	20,877.79	15,896,268.95
9913	CC Returned Che	4,335.75	0.00	0.00	7.25	4,343.00
9915	Cir Clk Bonds&F	1,718,449.77	547,900.06	626,734.22	2,469.22	1,642,084.83
9940	Cir Clk Pool 4	227,991.22	0.00	0.00	381.13	228,372.35
		146,152,834.31	11,533,366.68	12,142,354.44	188,381.73	145,732,228.28



Andrew Lopinot, St. Clair County Treasurer

St. Clair County Bldg.
10 Public Square
Belleville, IL 62220-1623

<http://www.sccctreasurer.com>
treasurer@co.st-clair.il.us
P: (618) 825-2707 F: (618) 825-2274

September 1, 2019

Honorable Mark Kern, Chairman
St. Clair County Board
County Court House
Belleville, Illinois

Dear Sir:

In accordance with 55 ILCS 5/3-11007 of the 2014 Illinois Compiled Statutes, the County Treasurer submits the attached report on investments of funds as of August 31, 2019.

Respectfully,

A handwritten signature in cursive script, appearing to read "Andrew Lopinot", is written in black ink.

Andrew Lopinot
Treasurer
St. Clair County

AL\FH
Attachments

ST. CLAIR COUNTY
INVESTMENT HOLDINGS

POSITION REPORT
BY FUND
AS OF 08/31/2019

<u>FUND NAME</u>	<u>COST BALANCE</u>
TREASURER INVESTMENT POOL#1	\$143,857,428.10
CIRCUIT CLERK POOL #4	\$1,874,800.18
GRAND TOTAL	\$145,732,228.28

ST. CLAIR COUNTY
INVESTMENT HOLDINGS

POSITION REPORT
BY FINANCIAL INSTITUTION
AS OF 08/31/2019

FINANCIAL INSTITUTION	COST BALANCE
ASSOCIATED BANK	4,564,435.85
BANK OF BELLEVILLE	609,464.10
CARROLLTON BANK	2,744,637.25
CITIZENS COMMUNITY BANK	1,599,328.43
BANK OF EDWARDSVILLE	27,377,205.67
FIRST FEDERAL SAVINGS BANK	2,451,548.78
ILLINOIS FUNDS	11,853,001.33
LINDELL BANK	250,000.00
MORGAN STANLEY SMITH BARNEY	72,693,954.24
PROVIDENCE BANK	250,000.00
REGIONS BANK	4,111,590.25
RELIANCE BANK	9,746,695.31
SIMMONS BANK	3,540,013.10
SIMMONS BANK CDs	511,853.94
SPRINGFIELD BANK	502,662.19
TOWN AND COUNTRY	1,767,752.46
US BANK	1,026,085.38
VILLIAGE BANK	132,000.00
GRAND TOTAL	145,732,228.28

ORDINANCE NO. 19-1219

COUNTY OF ST. CLAIR, ILLINOIS

TAX LEVY FOR THE YEAR 2020

September 23, 2019

BE IT ORDAINED by the County Board of St. Clair County, Illinois, as follows:

A tax for the following sum of money as itemized in the 2019 Appropriation attached hereto and incorporated herein by reference, or as much thereof as may be authorized by law, to defray all expenses and liabilities of the County of St. Clair in the State of Illinois be and the same is hereby levied for the purposes specified against all taxable property in the County of St. Clair for the calendar year commencing on the 1st day of January 2020, and ending on the 31st day of December, 2020.

Object Number

FOR GENERAL FUND PURPOSES (Fund 100)

TOTAL GENERAL FUND	<u>\$ 12,750,320</u>
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FOR BRIDGE FUND PURPOSES (Fund 201)

TOTAL BRIDGE FUND	<u>\$ 2,486,744</u>
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FOR COUNTY HIGHWAY FUND PURPOSES (Fund 200)

For the purpose of improving, maintaining, repairing, constructing, and reconstructing the County Highways required to be maintained, repaired, and constructed by the County excepting those roads and bridges constructed by the County and financed in whole or in part with Motor Fuel Tax Funds, Federal Aid Road Funds, or other funds received from the State, and for acquiring and maintaining machinery and equipment, or for acquiring, maintaining, operating, constructing, or reconstructing buildings for housing highway offices, machinery, equipment, and materials, used for the construction, repair, and maintenance of such highways.

TOTAL COUNTY HIGHWAY FUND	<u>\$ 4,933,683</u>
---------------------------	----------------------------

FOR MATCHING TAX FUND PURPOSES (Fund 202)

For the purpose of providing funds to pay the expenses for engineering and right of way costs, utility relocations and its proportionate share of construction or maintenance of highways in the federal-aid primary, secondary, or County highway network and costs incurred incident to transportation planning studies conducted in cooperation and by formal agreement with the Department of Transportation and the designated authority of the United States Government.

TOTAL MATCHING TAX FUND	<u>\$ 2,476,871</u>
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FOR DETENTION HOME FUND PURPOSES (Fund 290)

TOTAL DETENTION HOME FUND \$ 812,594

FOR MENTAL HEALTH FUND PURPOSES (Fund 245)

TOTAL MENTAL HEALTH FUND \$ 4,546,178

FOR TORT LIABILITY FUND PURPOSES (Fund 150)

Self-Insurance Trust (fund)

TOTAL TORT LIABILITY FUND \$ 10,503,835

FOR VETERANS ASSISTANCE FUND PURPOSES (Fund 225)

TOTAL VETERANS ASSISTANCE FUND \$ 529,848

FOR ILLINOIS MUNICIPAL RETIREMENT FUND PURPOSES (Fund 212)

TOTAL ILLINOIS MUNICIPAL RETIREMENT FUND \$ 7,654,045

FOR SOCIAL SECURITY FUND PURPOSES (Fund 211)

TOTAL SOCIAL SECURITY FUND \$ 4,209,724

FOR COUNTY HEALTH FUND PURPOSES (Fund 240)

TOTAL COUNTY HEALTH FUND \$ 1,471,083

***BONDS PAYABLE (Fund 450)**

TOTAL DEBT SERVICE FUND \$ 7,498,000

***FOR LEASE PAYABLE FUND (Fund 210)**

TOTAL LEASE FUND \$ 14,984,831

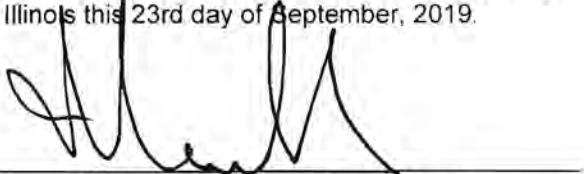
FOR CHILDREN'S ADVOCACY CENTER (FUND 273)

TOTAL CHILDREN'S ADVOCACY \$ 177,384

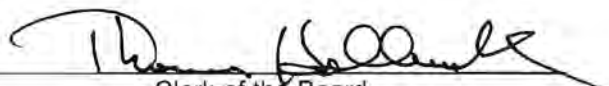
TOTAL LEVY ALL FUNDS \$ 75,035,140

*Levies for bond payments and Public Building Commission leases are set by County Clerk. The above numbers are estimates.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County in the State of Illinois this 23rd day of September, 2019.


Chairman, St. Clair County Board

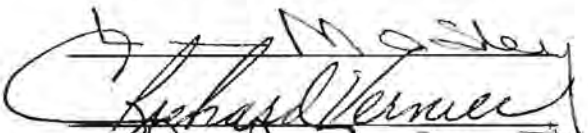
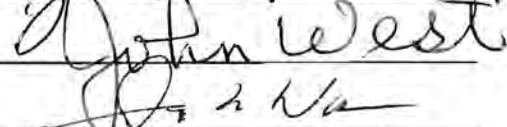
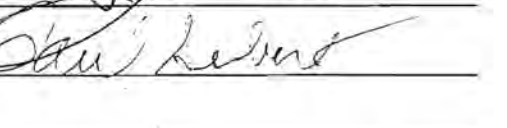
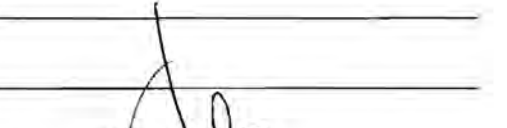
ATTEST:


Clerk of the Board

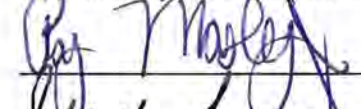
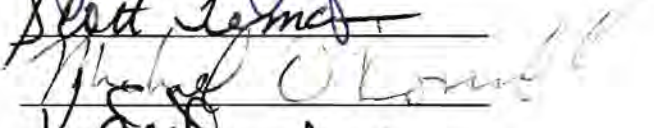
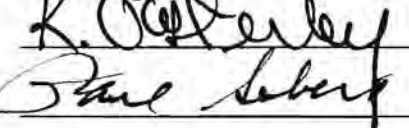
ORDINANCE NO. 19-1219

COUNTY OF ST. CLAIR, ILLINOIS TAX LEVY
FOR THE YEAR 2020

Presented by: Finance Committee

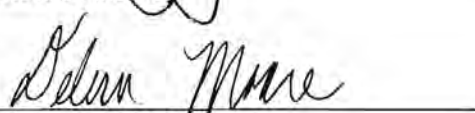





Approved by: Judiciary Committee


Reviewed by:

State's Attorney


Director of Administration

*Levies for bond payments and Public Building Commission leases are set by County Clerk. The above numbers are estimates.

APPROVED AND ADOPTED at a regular meeting of the County Board of St. Clair County in the State of Illinois this 23rd day of September, 2019.

Chairman, St. Clair County Board

ATTEST:

Clerk of the Board

ORDINANCE NO. 19-1219

COUNTY OF ST. CLAIR, ILLINOIS TAX LEVY
FOR THE YEAR 2020

Presented by: Finance Committee

Marty Cufay
Jane Chastain
John
Ray Mosley
Richard Kerner
John West
Paul Herbert

Approved by: Judiciary Committee

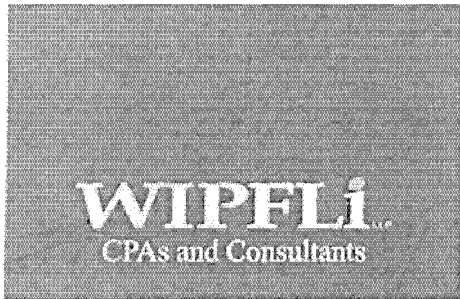
Ray Mosley
Scott Lane
Michael O'Donnell
John
K. E. Sweeney
James McEachern
Paul Herbert

Reviewed by: [Signature]

State's Attorney

Belen Mann

Director of Administration



Wipfli LLP
2501 West Beltline Highway, Suite 401
Madison, WI 53713
PO Box 8700
Madison, WI 53708-8700
608.274.1980
fax 608.274.8085
www.wipfli.com

August 29, 2019

Mr. Mark A. Kern
County Board Chairman
10 Public Square
Belleville, IL 62220

Dear Mr. Kern:

Enclosed is one bound copy of the St. Clair County Intergovernmental Grants Department audit report and the required communication letter for the year ended December 31, 2018.

Please let us know if there are any questions regarding the content of this audit report.

Sincerely,

John E. Hemming, CPA
Partner

JEH/blb

Enclosure

cc: Ms. Jennifer Johnson, St. Clair County Intergovernmental Grants Department

Wipfli LLP
2501 West Beltline Highway, Suite 401
P.O. Box 8700
Madison, WI 53708-8700

This representation letter is provided in connection with your audit of the financial statements of St. Clair County Intergovernmental Grants Department (the Organization) which comprise the respective financial position of the governmental activities and each major fund as of December 31, 2018, and the respective changes in financial position, and the related notes to financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (GAAP).

This representation letter is also provided in connection with your audit of the federal award programs of St. Clair County Intergovernmental Grants Department as of and for the year ended December 31, 2018, which was performed in accordance with auditing standards generally accepted in the United States; Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

We understand that the purpose of your testing of transactions and records from the Organization's federal programs was to obtain reasonable assurance that the Organization had complied, in all material respects, with the compliance requirements that could have a direct and material effect on each of its major programs.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 3, 2019, including our responsibility for the preparation and fair presentation of the financial statements in accordance with GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in accordance with GAAP and include all properly classified funds and other financial information of the primary government and all component units required by GAAP to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of GAAP.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
8. We agree with the adjusting journal entries proposed by you and which are given effect to in the financial statements.
9. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with GAAP.
11. Material concentrations, if any, have been properly disclosed in accordance with GAAP.
12. Guarantees, whether written or oral, under which the Organization is contingently liable, if any, have been properly recorded or disclosed in accordance with GAAP.
13. Receivables recorded in the financial statements represent valid claims against debtors for sales or other charges arising on or before the statement of financial position date and have been appropriately reduced to their estimated net realizable value.
14. We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.

Information Provided

15. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Organization from who you determined it necessary to obtain audit evidence.

- d. Minutes of the meetings of Organization Board or summaries of actions of recent meetings for which minutes have not yet prepared.
- 16. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 17. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
- 18. We have no knowledge of any fraud or suspected fraud affecting the Organization involving:
 - a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the financial statements.
- 19. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, regulators, or others.
- 20. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 21. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 22. We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.
- 23. We have made available to you all financial records and related data.
- 24. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 25. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 26. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 27. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 28. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 29. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that

we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

30. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determinations of financial statement amounts or other financial data significant to the audit objectives.
31. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
32. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting noncompliance.
33. The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any material asset been pledged as collateral.
34. The Organization has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
35. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
36. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.
37. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial users.
38. Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
39. Provisions for uncollectible receivables have been properly identified and recorded.
40. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
41. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
42. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

43. Deposits and investment securities are properly classified as to risk, and investments are properly valued and disclosed.
44. Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.
45. We have appropriately disclosed the Organization's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
46. The Organization has identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates, and we believe the estimates are reasonable in the circumstances.
47. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the Organization vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.
48. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
49. We acknowledge our responsibility for presenting the Schedule of Expenditures of Federal Awards, and the Schedule of Program Activity in accordance with GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

With Respect to Federal Award Programs

50. We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance including requirements relating to preparation of the schedule of expenditures of federal awards.
51. We have prepared the schedule of expenditures of federal awards in accordance with the Uniform Guidance, and have identified and disclosed in the schedules expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

52. All material transactions have been recorded in the accounting records and are reflected in the schedule of expenditures of federal awards.
53. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the schedule of findings and questioned costs.
54. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards, in accordance with the requirements of the Uniform Guidance, and we believe the schedule, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the schedule have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the schedule.
55. If the schedule of expenditures of federal awards is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date we issue the supplementary information and auditor's report thereon.

Information Provided

56. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Organization from who you determined it necessary to obtain audit evidence.
57. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance.
58. We are responsible for understanding and complying with, and have complied with in all material respects, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal program.
59. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
60. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal and state agencies or pass-through entities relevant to federal programs and related activities.

61. We have received no requests from a federal agency to audit one or more specific programs as a major program.
62. We have complied with direct and material compliance requirements including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards and have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards.
63. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
64. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
65. Amounts claimed or used for matching were determined in accordance with relevant guidelines in the Uniform Guidance.
66. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
67. We have made available to you all documentation related to the compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
68. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
69. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
70. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken with regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.
71. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
72. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
73. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of the Uniform Guidance.

74. We have taken appropriate action, including issuing management decisions on a timely basis after receipt of subrecipients' auditor's reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements, and ensured that subrecipients have taken appropriate and timely corrective action on findings.
75. We have considered the results of subrecipient audits and made any necessary adjustments to our books and records.
76. We have charged costs to federal awards in accordance with applicable cost principles.
77. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions.
78. We are responsible for and have reviewed the auditee section of the Data Collection Form as required by the Uniform Guidance.
79. We are responsible for preparing and implementing a corrective action plan for each audit finding.
80. We have disclosed to you all contracts or other agreements with service organizations. There have been no communications from the service organizations relating to noncompliance at the service organization.

We understand that your audit was made in accordance with auditing standards generally accepted in the United States; the Uniform Guidance, and the standards for financial audits contained in *Government Auditing Standards*, and was, therefore, designed for the purpose of obtaining reasonable assurance about whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole and whether the Organization had, in all material respects, administered each of its major federal programs in compliance with the laws, regulations, and provisions of contracts or grants agreements noncompliance with which could have a direct and material effect on the federal program. Accordingly, we understand that your tests of the accounting and federal program records and other auditing procedures were limited to those that you considered necessary for those purposes.

Sincerely,



[Richard Stubblefield, Executive Director]



[Date]



[Jennifer Johnson, Fiscal Manager]

8/29/19

[Date]

Wipfli LLP
2501 West Beltline Highway, Suite 401
P.O. Box 8700
Madison, WI 53708-8700

This representation letter is provided in connection with your audit of the financial statements of St. Clair County Intergovernmental Grants Department (the Organization) which comprise the respective financial position of the governmental activities and each major fund as of December 31, 2018, and the respective changes in financial position, and the related notes to financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States (GAAP).

This representation letter is also provided in connection with your audit of the federal award programs of St. Clair County Intergovernmental Grants Department as of and for the year ended December 31, 2018, which was performed in accordance with auditing standards generally accepted in the United States; Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

We understand that the purpose of your testing of transactions and records from the Organization's federal programs was to obtain reasonable assurance that the Organization had complied, in all material respects, with the compliance requirements that could have a direct and material effect on each of its major programs.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of this letter, the following representations made to you during your audit:

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated April 3, 2019, including our responsibility for the preparation and fair presentation of the financial statements in accordance with GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
2. The financial statements referred to above are fairly presented in accordance with GAAP and include all properly classified funds and other financial information of the primary government and all component units required by GAAP to be included in the financial reporting entity.

3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
4. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
5. Significant assumptions we used in making accounting estimates, including those measured at fair value, are reasonable.
6. Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of GAAP.
7. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
8. We agree with the adjusting journal entries proposed by you and which are given effect to in the financial statements.
9. The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements for each opinion unit. A list of the uncorrected misstatements is attached to the representation letter.
10. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with GAAP.
11. Material concentrations, if any, have been properly disclosed in accordance with GAAP.
12. Guarantees, whether written or oral, under which the Organization is contingently liable, if any, have been properly recorded or disclosed in accordance with GAAP.
13. Receivables recorded in the financial statements represent valid claims against debtors for sales or other charges arising on or before the statement of financial position date and have been appropriately reduced to their estimated net realizable value.
14. We believe that the actuarial assumptions and methods used to measure pension liabilities and costs for financial accounting purposes are appropriate in the circumstances.

Information Provided

15. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Organization from who you determined it necessary to obtain audit evidence.

- d. Minutes of the meetings of Organization Board or summaries of actions of recent meetings for which minutes have not yet prepared.
- 16. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 17. We have disclosed to you the results of our assessment of risk that the financial statements may be materially misstated as a result of fraud.
- 18. We have no knowledge of any fraud or suspected fraud affecting the Organization involving:
 - a. Management.
 - b. Employees who have significant roles in internal control.
 - c. Others where the fraud could have a material effect on the financial statements.
- 19. We have no knowledge of any allegations of fraud or suspected fraud affecting the Organization's financial statements communicated by employees, former employees, regulators, or others.
- 20. We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 21. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
- 22. We have disclosed to you the identity of the Organization's related parties and all the related party relationships and transactions of which we are aware.
- 23. We have made available to you all financial records and related data.
- 24. There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 25. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 26. We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- 27. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 28. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 29. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of fraud and noncompliance with provisions of laws and regulations that

we believe have a material effect on the financial statements or other financial data significant to the audit objectives, and any other instances that warrant the attention of those charged with governance.

30. We have identified and disclosed to you all instances, which have occurred or are likely to have occurred, of noncompliance with provisions of contracts and grant agreements that we believe have a material effect on the determinations of financial statement amounts or other financial data significant to the audit objectives.
31. We have identified and disclosed to you all instances that have occurred or are likely to have occurred, of abuse that could be quantitatively or qualitatively material to the financial statements or other financial data significant to the audit objectives.
32. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting noncompliance.
33. The Organization has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any material asset been pledged as collateral.
34. The Organization has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
35. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.
36. The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.
37. All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial users.
38. Components of net position (net investment in capital assets; restricted; and unrestricted) and components of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
39. Provisions for uncollectible receivables have been properly identified and recorded.
40. Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
41. Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
42. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

43. Deposits and investment securities are properly classified as to risk, and investments are properly valued and disclosed.
44. Capital assets, including infrastructure assets, are properly capitalized, reported, and, if applicable, depreciated.
45. We have appropriately disclosed the Organization's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
46. The Organization has identified all accounting estimates that could be material to the financial statements, including the key factors and significant assumptions underlying those estimates, and we believe the estimates are reasonable in the circumstances.
47. There are no estimates that may be subject to a material change in the near term that have not been properly disclosed in the financial statements. We understand that near term means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations existing at the date of the financial statements that make the Organization vulnerable to the risk of severe impact that have not been properly disclosed in the financial statements.
48. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
49. We acknowledge our responsibility for presenting the Schedule of Expenditures of Federal Awards, and the Schedule of Program Activity in accordance with GAAP, and we believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

With Respect to Federal Award Programs

50. We are responsible for understanding and complying with and have complied with the requirements of the Uniform Guidance including requirements relating to preparation of the schedule of expenditures of federal awards.
51. We have prepared the schedule of expenditures of federal awards in accordance with the Uniform Guidance, and have identified and disclosed in the schedules expenditures made during the audit period for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other direct assistance.

52. All material transactions have been recorded in the accounting records and are reflected in the schedule of expenditures of federal awards.
53. Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the schedule of findings and questioned costs.
54. We acknowledge our responsibility for presenting the schedule of expenditures of federal awards, in accordance with the requirements of the Uniform Guidance, and we believe the schedule, including its form and content, is fairly presented in accordance with the Uniform Guidance. The methods of measurement or presentation of the schedule have not changed from those used in the prior period and we have disclosed to you any significant assumptions and interpretations underlying the measurement or presentation of the schedule.
55. If the schedule of expenditures of federal awards is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date we issue the supplementary information and auditor's report thereon.

Information Provided

56. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the Organization from who you determined it necessary to obtain audit evidence.
57. We have identified and disclosed to you all of our government programs and related activities subject to the Uniform Guidance.
58. We are responsible for understanding and complying with, and have complied with in all material respects, the requirements of laws, regulations, and the provisions of contracts and grant agreements related to each of our federal programs and have identified and disclosed to you the requirements of laws, regulations, and the provisions of contracts and grant agreements that are considered to have a direct and material effect on each major federal program.
59. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance requirements applicable to federal programs that provides reasonable assurance that we are managing our federal awards in compliance with laws, regulations, and the provisions of contracts and grant agreements that could have a material effect on our federal programs. We believe the internal control system is adequate and is functioning as intended.
60. We have made available to you all contracts and grant agreements (including amendments, if any) and any other correspondence with federal and state agencies or pass-through entities relevant to federal programs and related activities.

61. We have received no requests from a federal agency to audit one or more specific programs as a major program.
62. We have complied with direct and material compliance requirements including when applicable, those set forth in the *OMB Compliance Supplement* relating to federal awards and have identified and disclosed to you all amounts questioned and any known noncompliance with the direct and material compliance requirements of federal awards.
63. We have disclosed any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements, including communications received from the end of the period covered by the compliance audit to the date of the auditor's report.
64. We have disclosed to you the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit, including findings received and corrective actions taken from the end of the period covered by the compliance audit to the date of the auditor's report.
65. Amounts claimed or used for matching were determined in accordance with relevant guidelines in the Uniform Guidance.
66. We have disclosed to you our interpretation of compliance requirements that may have varying interpretations.
67. We have made available to you all documentation related to the compliance with the direct material compliance requirements, including information related to federal program financial reports and claims for advances and reimbursements.
68. We have disclosed to you the nature of any subsequent events that provide additional evidence about conditions that existed at the end of the reporting period affecting noncompliance during the reporting period.
69. There are no such known instances of noncompliance with direct and material compliance requirements that occurred subsequent to the period covered by the auditor's report.
70. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken with regarding significant deficiencies or material weaknesses in internal control over compliance, subsequent to the date as of which compliance was audited.
71. Federal program financial reports and claims for advances and reimbursements are supported by the books and records from which the financial statements have been prepared.
72. The copies of federal program financial reports provided you are true copies of the reports submitted, or electronically transmitted, to the respective federal agency or pass-through entity, as applicable.
73. We have monitored subrecipients to determine that they have expended pass-through assistance in accordance with applicable laws and regulations and have met the requirements of the Uniform Guidance.

74. We have taken appropriate action, including issuing management decisions on a timely basis after receipt of subrecipients' auditor's reports that identified noncompliance with laws, regulations, or the provisions of contracts or grant agreements, and ensured that subrecipients have taken appropriate and timely corrective action on findings.
75. We have considered the results of subrecipient audits and made any necessary adjustments to our books and records.
76. We have charged costs to federal awards in accordance with applicable cost principles.
77. We are responsible for and have accurately prepared the summary schedule of prior audit findings to include all findings required to be included by the Uniform Guidance and we have provided you with all information on the status of the follow-up on prior audit findings by federal and state awarding agencies and pass-through entities, including all management decisions.
78. We are responsible for and have reviewed the auditee section of the Data Collection Form as required by the Uniform Guidance.
79. We are responsible for preparing and implementing a corrective action plan for each audit finding.
80. We have disclosed to you all contracts or other agreements with service organizations. There have been no communications from the service organizations relating to noncompliance at the service organization.

We understand that your audit was made in accordance with auditing standards generally accepted in the United States; the Uniform Guidance, and the standards for financial audits contained in *Government Auditing Standards*, and was, therefore, designed for the purpose of obtaining reasonable assurance about whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements taken as a whole and whether the Organization had, in all material respects, administered each of its major federal programs in compliance with the laws, regulations, and provisions of contracts or grants agreements noncompliance with which could have a direct and material effect on the federal program. Accordingly, we understand that your tests of the accounting and federal program records and other auditing procedures were limited to those that you considered necessary for those purposes.

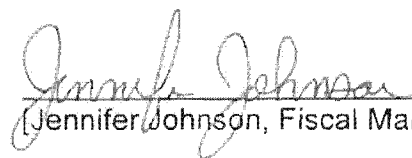
Sincerely,



[Richard Stubblefield, Executive Director]

8/29/19

[Date]



[Jennifer Johnson, Fiscal Manager]

8/29/19

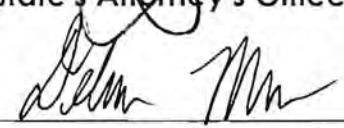
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Approval to Receive and Place on File Intergovernmental Grants 2018 Audit

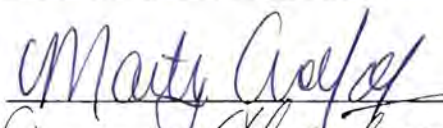
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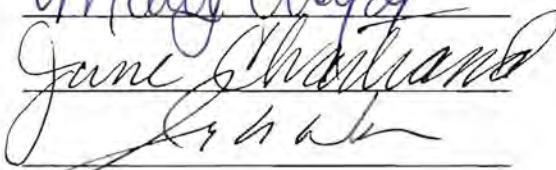


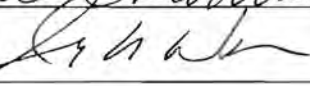
State's Attorney's Office

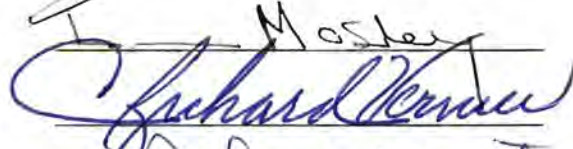


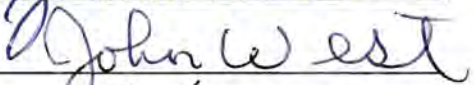
Director of Administration

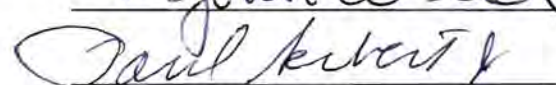












FINANCE COMMITTEE



16091 Swingley Ridge Rd. #160
St. Louis, Mo. 63017
636.590.4100 phone
636.590.4101 fax
www.hayscompanies.com

September 11, 2019

Mr. Frank C. Bergman
Human Resources Director
County of St. Clair Illinois
10 Public Square – Room B 580
Belleville, IL 62220

Dear Mr. Bergman:

Attached is the proposed 2020 CIGNA Voluntary Accidental Death and Dismemberment Policy (Vol AD&D) renewal. The current program will renew on January 1, 2020. CIGNA has offered a NO increase renewal and will extend coverage for a three-year period to December 31, 2022. They have provided a market competitive quote. As a voluntary benefit, the entire premium is paid by employees and there is no financial impact to St. Clair County.

We recommend that St. Clair County accept the 2020 CIGNA Vol AD&D renewal. On your approval, we will notify CIGNA of your decision and advise if any additional action is required on your part.

Happy to discuss.

Richard W. Powers

Richard W. Powers
Account Executive

CC: Troy Dorner - Vice President - Hays Companies of St. Louis

Renewal Rate Summary
ST. CLAIR COUNTY

Plan	Policy	Current Rate	Rate Basis	Renewal Rate	Rate Guarantee
Voluntary AD&D	OK 823173	EE Only: \$0.033 Family: \$.054	Per \$1,000	EE Only: \$0.033 Family: \$.054	36 Months

Note: Family Plan premium determination is based on the employee principal sum.

Cigna reserves the right to change premium rates if any of the following occurs:

- The policy terms change
- A division, subsidiary, eligible company, or class is added/deleted
- There is a change of more than 10% in the number of employees

Additional benefits and services

In addition to your current benefit levels, there are the below additional benefit programs included at no additional cost to your benefit eligible employees.

My Secure Advantage™ – Provides a full-service financial wellness program available to customers, their household members and Cignassurance® beneficiaries. MSA has coaching tracks to address virtually every type of personal financial matter, including:

- 30 days of money coaching pre-paid* by Cigna for customers and their household members
- A designated "Money Coach" (an experienced financial professional) to personally assist, advise, and teach participants new money habits and guide them through the entire process to financial prosperity
- Access to a private secure web portal, MSA website tools, resources and educational webinars
- A free 30-minute financial consultation and 25% discount on tax planning & preparation services
- Identity theft services including a fraud resolution kit and consultation with a Fraud Resolution Specialist for victims of identity theft or to learn how to better protect oneself from identity theft
- Online resources to create and execute state-specific wills, powers of attorney and a variety of other important legal documents. Free 30 minute legal consultation with a licensed practicing attorney to review legal documents and a 25% discount off of standard fixed or hourly attorney's fees.

Cignassurance® – Cigna Group Insurance's standard way of paying Life, AD&D or BTA claims for \$5,000 or more. Beneficiaries are provided access to:

- A Welcome Kit and a free, interest-bearing account for their proceeds.
- Cigna Life Assistance Program (LAP) for grief counseling
- My Secure Advantage™ financial wellness programs
- Healthy Rewards® discounts

CIGNA Secure Travel – Provides emergency medical, financial, legal, and communication assistance to covered individuals traveling domestically and internationally. Services include:

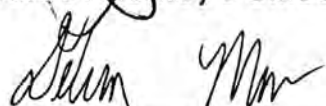
- Medical evacuation services
- 24 hour multi-lingual assistance
- Pre-departure services
- Assistance with lost or stolen items
- Travel arrangements for companion or dependent child
- Prescription refill services

Approval of 2020 CIGNA Voluntary Accidental Death and Dismemberment
Policy (Vol AD&D) Renewal

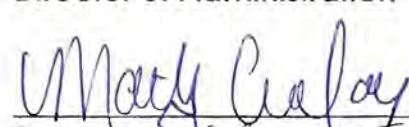
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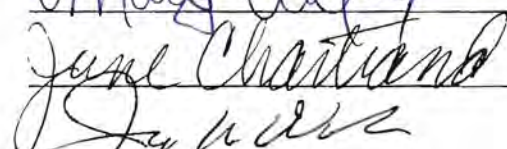
State's Attorney's Office



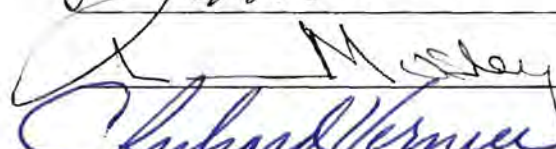
Director of Administration



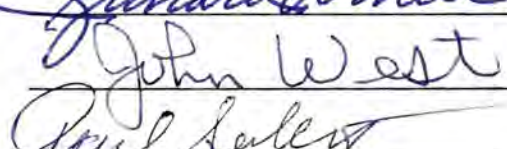
Mary C. Gray



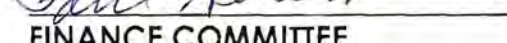
Jane Chastain



Richard K. Miller



John West



Paul Sellers

FINANCE COMMITTEE

LEASE

THIS LEASE is made and entered into as of the 1st day of October, 2019, by and between Public Building Commission of St. Clair County, Illinois (Lessor), and the County of St. Clair and the Sheriff's Department of St. Clair County Illinois (Lessee)".

WHEREAS, Lessor desires to lease to Lessee, and Lessee desires to lease from Lessor a portion of the commercial building on the Real Estate which is commonly known and numbered as the St. Clair County Sheriff's Department, 700 North 5th Street, Belleville, Illinois (the "Building").

NOW, THEREFORE, in consideration of the premises and mutual premises contained herein, the parties hereto agree as follows:

ARTICLE I

DEMISED PREMISES AND APPURTENANT RIGHTS

(A) Lessor hereby leases to Lessee and Lessee hereby leases from Lessor, upon and subject to the terms and conditions hereinafter set forth, approximately 1,000 square feet.

(1) Lessor grants to Lessee for the Term of this Lease, unless a shorter time period is herein provided, the following rights which are appurtenant to the Demised Premises:

(a) The non-exclusive rights of Lessee, its employees, agents, customers and invitees to use those portions of the Building and Real Estate provided by Lessor for the common or joint use of Lessor, Lessee, other tenants of the Building and their respective employees, agents, customers and invitees, including driveways, sidewalks, the atrium on the first floor of the Building, and elevators and stairs which provide access to portions of the Building occupied by Lessee, all of which are hereinafter collectively referred to as the "Common Areas". Lessor and Lessee agree that both the front and rear entrances of the aforesaid atrium shall remain open and accessible during Lessor's normal business hours.

ARTICLE II

TERM

(A) The term of this Lease shall be for an initial period of one (1) year commencing on October 1, 2019. The Lease shall automatically be renewed annually unless either party gives a sixty (60) day written notice of intent not to renew prior to the one (1) year expiration date. Furthermore, this Lease is funded by a grant for the Auto Theft Taskforce, which may or may not continue. Therefore, notwithstanding the above, this Lease will terminate automatically upon the termination of the grant and the demised property will then revert back to the Lessor.

ARTICLE III

OPERATION AND MANAGEMENT FEES

(A) The parties have agreed that the fair market value of Operation and Maintenance fees for the Demised Premises during the initial one (1) year period described in Section II(A) of the Lease is One Thousand One Hundred Dollars (\$1,100.00) per month, for a total fee of Thirteen Thousand Two Hundred Dollars (\$13,200.00) per year.

(B) Base fees may be increased effective on the first anniversary of the commencement date of this Lease and every year subsequent to the anniversary by an amount not-to-exceed 10%, and based on the prior year operational and maintenance costs. This base fee is payable in addition to any additional fee that Lessees may be required to pay under other provisions of this Lease.

ARTICLE IV

USE OF DEMISED PREMISES

Lessee may use the Demised Premises for the purpose of conducting all St. Clair County Sheriff's Department Auto Theft Taskforce services now conducted by Lessee, and for any such services which Lessee may hereafter desire to conduct as applicable laws may permit. Any and all improvements or alterations

to the existing premises are subject to the approval of the Public Building Commission. During the Term of this Lease, Lessee shall not do or permit any act or thing with respect to the use or maintenance of the Demised Premises which is contrary to (i) the provisions of this Lease and all other agreements entered into by Lessee with respect to the Demised Premises and (ii) any law, statute, code, act, zoning requirement, ordinance, order, rule, regulation or other requirement of any governmental authority having jurisdiction, which now or at any time may be applicable to the Demised Premises.

ARTICAL V

WARRANTIES AND REPRESENTATIONS; CONDITION OF DEMISED PREMISES

(A) Lessor hereby represents and warrants as follow:

(1) Lessor is the Public Building Commission of St. Clair County, a separate body politic, duly organized and validly existing under the laws of the State of Illinois.

(2) The execution and delivery of this Lease have been duly authorized by all necessary action on the part of Lessor; and

(3) Lessor has the legal right to let the Demised Premises to Lessee upon the terms and conditions stated herein.

Upon the execution and delivery of this Lease, Lessor shall if requested deliver to Lessee an opinion letter from Lessor's attorney confirming that the above representations and warranties are true and correct.

ARTICLE VI

IMPROVEMENTS

(A) Lessee may, at its sole cost and expense, make such improvements, repairs, replacements, alterations and additions to the Demised Premises as are necessary to permit Lessee's use of the Demised Premises for the purposes specified in Article IV hereof. Lessee agrees and covenants to diligently perform

all construction work on the Demised Premises in a good and workmanlike manner with the use of first-class materials.

(B) Lessee agrees that no prior agreements exist for any improvements, and that any improvement costs incurred by Lessee are not included in the fee specified in Section II (A) of this document.

(C) Any and all improvements or alterations to the existing premises are subject to the approval of the Public Building Commission.

ARTICLE VII

MAINTENANCE AND REPAIRS

(A) Throughout the Term of this Lease, Lessor shall, at its cost and expense, maintain in good and tenantable order and condition and make all necessary repairs to the Building, the Demised Premises and the Common Areas, except that any repairs resulting from Lessee's negligent use shall be at the cost and expense of Lessee. Without limiting the generality of the foregoing, Lessor shall:

(1) Maintain and repair the heating and air conditioning equipment in the Building.

(2) Maintain and repair the structure, roof and exterior of the Building, the mechanical and electrical equipment and fixtures in the Building, and the plumbing and electrical wiring for the Building.

(3) Maintain and repair the driveways, sidewalks and parking areas on the Real Estate, and provide for snow removal.

(4) Provide window washing at such times as Lessor may deem necessary, in its discretion.

(B) During the Term of this Lease, Lessee shall use reasonable diligence in the care and protection of the Demised Premises and the Common Areas, and Lessee shall keep the Demised Premises in good, clean and sanitary condition. In this regard, Lessee shall be obligated to provide any and all special needs, like shredding, document storage, and bio-hazard disposals.

(C) Lessee agrees to permit Lessor to enter the Demised Premises at all times, for the purpose of performing maintenance and repairs.

ARTICLE VIII

DAMAGE OR DESTRUCTION

(A) If, during the initial one year period described in Section II (A) of this Lease, the Demised Premises are damaged by fire or other casualty, this Lease shall remain in full force and effect and Lessor shall restore the Demised Premises as near as possible to the same value, condition and character as before such damage or destruction with all reasonable speed and promptness. If such damage or destruction renders all or portion of the Demised Premises uninhabitable and Lessee is required to lease other premises for Lessee's business operations, then the proceeds of the insurance policy described in section IX of this Lease shall promptly be paid over to Lessee for any fees paid by Lessee for such other premises until the Demised Premises have been restored by Lessor, and for Lessee's moving and other costs in connection with such damage or destruction.

ARTICLE IX

CONDEMNATION

If part of the Building shall be taken or condemned by any competent authority for any public or quasi-public use or purpose and such taking or condemnation renders the Demised Premises substantially unsuitable for Lessee's business use, in Lessee's sole discretion, then the Term of this Lease and the term and estate hereby granted shall end upon, and not before, the date when the possession of the part so taken shall be required for such use or purpose.

ARTICLE X

DEFAULT

(A) If, during the period of this Lease, Lessee shall fail to perform any term, condition or covenant to this Lease required to be performed by Lessee hereunder, and such failure shall continue for fifteen (15) days after Lessor gives written notice to Lessee specifying the nature of the act to be performed by Lessee, then Lessee shall be deemed to have been cured if Lessee commences to

cure such failure within said fifteen (15) day period and diligently pursues same to completion. Upon the occurrence of any such default, Lessor may (i) do or perform or cause to be done or performed the act required to be performed by Lessee, and upon demand Lessee shall pay to Lessor the entire cost and expense incurred by Lessor in doing such act, or (ii) sue for injunctive relief or to recover damages for any loss resulting from Lessee's default, but Lessor shall not be entitled to terminate this Lease. Upon a default by Lessee occurring during any Period, Lessor shall have the option to pursue any one or more of the following remedies without further notice or demand whatsoever:

(1) Declare immediately due and payable the entire amount of the fee then remaining to be paid under this Lease for the balance of the Term of this Lease.

(2) Enter upon and take possession of the Demised Premises without terminating this Lease and without relieving Lessee of Lessee's obligation to make the monthly payments of fees hereunder, and expel or remove Lessee and any other person who may be occupying the Demised Premises, or any part thereof, and, at Lessor's election, either remove or dis-train for fees any personal property of Lessee located on the Demised Premises, and re-let the Demised Premises in the name of Lessor or Lessee at any rental readily obtainable and receive the fees therefore, and if the fees from re-letting exceeds the operational fees herein reserved, then Lessor will not have to pay Lessee the difference. Lessee shall pay to Lessor, upon Lessor's demand from time to time, the amount by which the fees derived from such re-letting is less than the fees herein reserved plus the expenses incurred by Lessor with respect to such re-letting, including reasonable attorney's fees and brokerage fees, for the remainder of the Term of this Lease.

(3) Forfeit and terminate this Lease forthwith. In the event of such termination, Lessee shall immediately surrender the Demised Premises to Lessor, and if Lessee fails to do so, Lessor may enter upon and take possession of the Demised Premises and expel or remove Lessee and any other person who may be occupying the Demised Premises, or any part thereof, and, at Lessor's election, either remove or dis-train for fees any personal property of Lessee located therein. In the event of forfeiture of this Lease as herein provided, Lessee agrees that any prepaid fees being held by Lessor hereunder shall be forfeited to Lessor as liquidated damages for Lessee's default, which liquidated damages shall be in addition to and not in lieu of any unpaid fees or any other damages accruing to Lessor by reason of the violation of Lessee of any of the terms, provisions and covenants of this Lease.

Any and all of Lessee's property which may be removed from the Demised Premises by Lessor pursuant to the provisions of this Section XIII (B) or of law, may be handled, removed and stored by Lessor at the risk, cost and expense of Lessee; provided, however, that Lessor shall use reasonable care and caution to prevent any damage or loss to such property and in removing and storing such property. Lessee shall pay to Lessor, upon demand, any and all reasonable charges for storage of such property so long as the same shall be in Lessor's control. Any such property of Lessee not removed from the Demised Premises or retaken from storage by Lessee within thirty (30) days after Lessee's right to possession of the Demised Premises has terminated shall be conclusively deemed to have been forever abandoned by Lessee, and shall become the property of Lessor with Lessor given the right to sell or otherwise dispose of such property.

Upon default by Lessee occurring during any Period, Lessor shall be entitled to recover from Lessee all reasonable costs, charges, expenses and attorney's fees incurred in connection therewith and in connection with Lessor's remedies undertaken on account of such default, whether or not such default is subsequently cured.

ARTICLE XI

QUIET POSSESSION

Except in the case of a condemnation or damage to or destruction of the Demised Premises by fire or other casualty, Lessor hereby covenants that so long as Lessee performs and keeps all of Lessee's obligations under this Lease, Lessee shall have the right to possession of the Demised Premises for the Term of this Lease.

ARTICLE XII

LESSOR'S AND LESSEE'S PROPERTY

(A) Upon the expiration of the Lease Term, Lessee shall surrender to Lessor the Demised Premises in good order, condition and repair, reasonable wear and tear and damage by fire or other casualty excepted, and free and clear of all liens and encumbrances except for liens and encumbrances created by Lessor.

(B) Upon the expiration of the Lease Term, Lessee may at its election (i) leave on the Demised Premises any of Lessee's trade fixtures, machinery and equipment, furniture and furnishings and other personal property, without penalty, or (ii) remove such property or any part thereof to the extent the same may be removed without damaging the Demised Premises or with Lessee repairing any damage to the Demised Premises occurring incident to such removal. Any such trade fixtures, machinery and equipment, furniture and furnishings and other personal property not removed within thirty (30) days of the expiration of the Lease Term shall be deemed abandoned by Lessee and shall become the sole and absolute property of the Lessor.

(C) All Lessor provided property, such as keys and proximity cards, must be returned on request by Lessor, or termination of Lease.

ARTICLE XIII

LESSEE'S BUSINESS HOURS

Lessee shall be permitted to conduct its operations on the Demised Premises during Lessee's normal business hours, as determined by Lessee from time to time. Upon the execution of this Lease, Lessee shall notify Lessor of its normal business hours, and if Lessee shall thereafter desire to change its normal business hours it shall give Lessor thirty (30) days prior written notice thereof.

ARTICLE XIV

ASSIGNMENT AND SUBLETTING

Lessee may not, without Lessor's consent, assign or transfer this Lease or any interest under it.

ARTICLE XV

UTILITIES

Lessor shall provide all utilities, except telecommunications, and are included within fee calculation. Provided utilities include: sewer, water, electric,

gas, and trash. Bio-hazard materials are excluded. Lessor shall provide Janitorial services.

ARTICLE XVI

INDEMNIFICATION BY LESSEE

Lessee shall protect, indemnify, save harmless and defend Lessor and the Demised Premises from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, and including, without limitation, attorneys' fees and expenses imposed upon, incurred by or asserted against Lessor or the Demised Premises by reason of (i) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Demised Premises or any other matter or thing arising out of the use or occupation of the Demised Premises or caused by the negligence, errors, acts or omissions of Lessee, or of Lessee's agents, contractors or employees or (ii) any failure on the part of Lessee to perform or comply with any of Lessee's obligations under this Lease; provided, however, that the indemnity contained in (i) above shall not be applicable insofar as any injury or damage of other claim results solely from the act or omission of Lessor.

ARTICLE XVII

MISCELLANEOUS

(A) This Lease shall be binding upon and inure to the benefit of Lessor and its successors and assigns and shall be binding upon and inure to the benefit of Lessee and its successors and permitted assigns.

(B) Whenever the word "Lessor" is used herein, it shall be construed to include the successors and assigns of Lessor, and the word "Lessee" shall be construed to include the successors and permitted assigns of Lessee, and the words Lessor and Lessee shall include the singular and plural, individual or corporation, subject always to the restrictions herein contained as to the subletting or assignment of this Lease; provided, however, that in the event of any sale of the Demised Premises, Lessor shall be relieved of all liability under any of its covenants and obligations contained in this Lease with respect to any act, occurrence or omission occurring after the consummation of such sale, and the

purchaser of the Demised Premises shall be deemed, without any further agreement between the parties hereto and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Lessor under this Lease.

(C) Lessee shall, without charge at any time and from time to time, within ten (10) days after request by Lessor, certify by written instrument, duly executed, acknowledged and delivered:

(1) That this Lease is unmodified and in full force and effect (or, if there has been modification, that the Lease is in full force and effect as modified and stating the modifications);

(2) Whether or not there is any existing default in any of Lessor's obligations under the terms of this Lease; and

(3) The dates, if any, to which the fees and other amounts to be paid hereunder have been paid in advance.

(D) This Lease may be amended or modified by agreement of the parties hereto. However, no amendment or modification of this Lease shall be effective unless evidenced by an agreement in writing signed by Lessor and Lessee.

(E) If requested by Lessee, Lessor and Lessee shall execute and record a Memorandum of Lease with respect to this Lease in form and substance satisfactory to Lessor and Lessee. If such a Memorandum of Lease is executed and recorded, then upon termination of this Lease, Lessee shall execute and deliver to Lessor a release of Lessee's interest in the Demised Premises in recordable form and otherwise in form and substance satisfactory to Lessor.

(F) No party shall be deemed to have waived any right or remedy hereunder unless such waiver is in writing and signed by the party against whom the waiver is asserted. A waiver on any one occasion shall not be construed as a waiver with respect to any subsequent default of any provision of this Lease, nor shall any delay or omission by either party to seek a remedy for any such default or to exercise a right hereunder be deemed a waiver by such party of such remedy or right.

(G) If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be held to be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

(H) Lessor shall pay and hold Lessee harmless from any and all fees and commissions of brokers hired by Lessor with respect to this Lease. Lessee shall pay and hold Lessor harmless from any and all fees and commissions of brokers hired by Lessee with respect to this Lease.

(I) This Lease and the Exhibits attached hereto constitute the entire agreement of Lessor and Lessee with respect to the matters contained herein and supersede all prior oral and written proposals, negotiations, representations, communications and agreements between them.

(J) Titles to Articles and Sections of this Lease are for convenience of reference only and shall not be used to interpret the provisions hereof.

(K) All notices or other communications contemplated under this Lease shall be in writing and shall be deemed given to a party when delivered to such party in person or, if mailed, when mailed by certified mail, postage prepaid, to the address set forth beneath such party's signature at the end of this Lease. Either party may at any time change the address to which notices or other communications hereunder shall be sent by giving notice of such change to the other party in accordance with the previous sentence.

(L) This Lease shall be interpreted in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

"LESSOR"

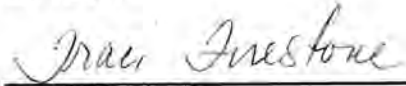
PUBLIC BUILDING COMMISSION OF
ST. CLAIR COUNTY, ILLINOIS

BY: 

Richard Sauget

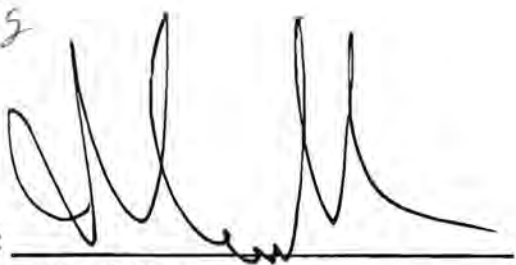
TITLE: Public Bldg Commission Chairman

ATTEST:



TITLE: Comptroller/Secretary

"LESSEE"

BY: 

Mark Kern

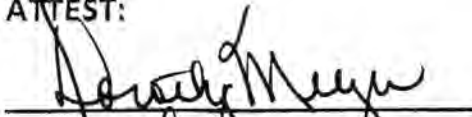
TITLE: St. Clair County Board Chairman

BY: 

Richard Watson

TITLE: St. Clair County Sheriff

ATTEST:



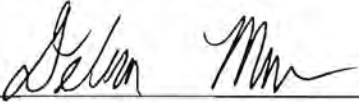
TITLE: Secretary

you have
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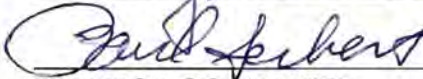
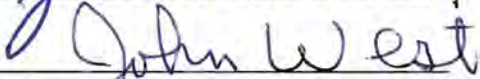
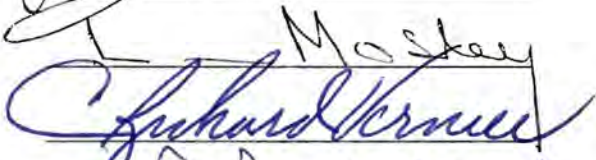
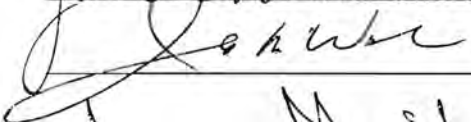
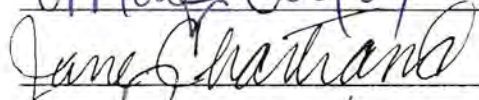
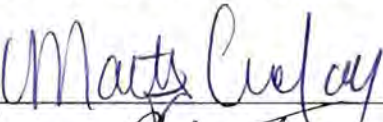
Approval of Lease Between St. Clair County and the Sheriff's Department for
Office Space to Support the Auto Theft Task Force

REVIEWED BY:

State's Attorney's Office



Director of Administration



FINANCE COMMITTEE

**Office of the Secretary of State
GRANT AGREEMENT
State Fiscal Year 2020**

THIS AGREEMENT, made and entered into by and between **St. Clair County Sheriff's Department**, hereinafter referred to as the **GRANTEE**, and the **Motor Vehicle Theft Prevention and Insurance Verification Council**, hereinafter referred to as the **PRINCIPAL**.

WHEREAS, it is the purpose of the Principal to prevent, combat and reduce motor vehicle theft in Illinois; to improve and support motor vehicle theft law enforcement, prosecution and administration of motor vehicle theft and insurance verification laws by establishing statewide planning capabilities for and coordination of financial resources; and

WHEREAS, the Principal is authorized and empowered to make grants and to provide financial support for federal and State agencies, units of local government, corporations, and neighborhood, community and business organizations to effectuate the purposes of this Act, pursuant to 20 ILCS 4005/7; and

WHEREAS, the Grantee has submitted an application for funding to the Principal, and,

WHEREAS, the Principal has approved the application of the Grantee and has determined to award a grant in the amount herein specified, and,

WHEREAS, the application submitted by the Grantee is attached hereto as Attachment "A" and is incorporated by reference herein and fully and completely sets forth the purpose of the grant, and,

WITNESSETH, that said **PRINCIPAL** does hereby agree to provide funds for Grantee's Project as set forth in the proposal and Grantee hereby accepts such funding upon the terms and conditions hereinafter provided.

ARTICLE 1, TERM: Subject to the provisions for termination as hereinafter provided, this Agreement shall become effective on 07/01/2019 and shall be terminated on 06/30/2023.

ARTICLE 2, DUTIES: The Grantee shall provide the services described in the Grant Application on file with the Principal and incorporated herein as if fully set forth. The approved budget for permissible expenditures for the grant program is set forth in Attachment "A" and incorporated by reference. In fulfilling the assigned duties and responsibilities under this Agreement, the Grantee agrees to perform and respond in a professional manner, and to meet any and all agreed upon deadlines.

ARTICLE 3, TERMINATION/EXTENSION: Either party may terminate this Agreement upon thirty (30) calendar days written notice to the other party. Upon termination the Grantee shall return to the Principal all unexpended grant funds to the Grantee. The Grantee shall also reimburse the Principal for any grant funds expended in contravention of the grant terms and for any unaccounted for grant funds. The term of this Agreement may be extended in writing signed by both parties. Any such extension shall be attached to this Agreement and made a part hereof as though it were incorporated and included herein.

ARTICLE 4, PAYMENT: For and in consideration of said services as set forth in Article "2" above, Principal shall award a grant in an amount not to exceed One Million Four Hundred Fifty Seven Thousand Ninety Dollars (\$1,457,090), payable in the following manner:

100% upon execution of the Agreement.

ARTICLE 5, FUNDING: Obligations of the State will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or the federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

Funding provided hereunder by Principal shall be used only for the purpose described in this Agreement.

The Grantee may receive and expend funds or special grants in excess of that appropriated by the Illinois General Assembly and approved by the Governor, from sources other than the Principal, to further the implementation of the services being funded by this Agreement. The Principal, however, shall not be obligated to reimburse the Grantee for any amount in excess of the maximum amount specified in Article "4" of this Agreement.

ARTICLE 6, WORK PRODUCT: All documents, including reports and all other work products produced by the Grantee under this Agreement shall become and remain the property of the State.

ARTICLE 7, LIABILITY: The Principal does not assume any liability for acts or omissions of the Grantee and such liability rests solely with the Grantee.

ARTICLE 8, INDEPENDENT CONTRACTOR STATUS: The Grantee is an independent contractor to the Principal, and neither the Grantee nor persons employed by the Grantee shall represent themselves as employees of the State, unless otherwise employed by a State entity.

ARTICLE 9, APPLICABLE LAW: This Agreement shall be governed in all respects by the laws of the State of Illinois, which include but are not limited to the Illinois Grant Funds Recovery Act and the rules promulgated thereunder (30 ILCS 705), the Illinois Freedom of Information Act (5 ILCS 140) and the Attorney General Act (15 ILCS 205). Any claims against the State or Principal arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/8. The State of Illinois does not waive sovereign immunity by entering into this Agreement. The official text of cited statutes is incorporate by reference (an unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the United States and Illinois Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act and other applicable laws and rules, Principal does not unlawfully discriminate in the awarding of grants or any other activity.

ARTICLE 10, NOTICES: All notices required under the terms of this Agreement shall be delivered in person or by certified or registered mail with return receipt to the last known address of the parties hereto.

ARTICLE 11, BREACH: Any breach of this Agreement by the Grantee will allow the Principal to terminate this Agreement without penalty and have any other available relief. Failure to declare a breach on one occasion does not act as a waiver to declare a breach on another occasion.

ARTICLE 12, AUDIT REQUIREMENTS: The Grantee agrees to provide the Principal with a copy of the Grantee's annual agency wide audit upon completion of this Agreement if cumulative disbursements from any grant program administered by the Principal total \$175,000 or more during the current annual state fiscal period of July 1 – June 30. 23 Ill. Adm. Code 3035.140.

ARTICLE 13, CONSULTING SERVICES: The Principal agrees to provide, from the staff so designated, consulting services for the Project and sufficient information to the Grantee to promote a successful Project.

ARTICLE 14 REPORTING REQUIREMENTS: The Grantee agrees to supply the Principal with the following reports and records: Quarterly financial reports and program progress reports are due no later than 15 days following the end of every quarter during the term of this Agreement. Required reporting forms and instructions will be supplied to the Grantee by the Principal in a timely fashion.

If any *obligated* grant funds remain at the end of the grant period, the Grantee further agrees to:

- (a) Liquidate all obligated funds with all goods received within 45 days of the end of the grant period; and,
- (b) File a final expenditure report showing expenditure of obligated grant funds no later than 45 days after the end of the grant period; and,
- (c) Return all unexpended obligated funds to the Principal within 45 days after the end of the grant period.

The Grantee agrees to exercise good faith in the performance of this Agreement and to provide such additional information as the Principal determines is necessary and appropriate for an evaluation of the success of the Project.

ARTICLE 15, ILLINOIS GRANT FUNDS RECOVERY ACT: This Agreement is subject to the terms of the Illinois Grant Funds Recovery Act, 30 ILCS 705/1, *et seq.* All funds remaining at the end of this Agreement shall be returned to the Principal within 45 days.

ARTICLE 16, CRIMINAL BACKGROUND VERIFICATION: The Grantee acknowledges that the Principal reserves the right to require a fingerprint criminal background verification and the Grantee, Grantee's officers, employees or agents who would directly supervise or physically perform the grant and said persons agree to submit to the same. Such fingerprint criminal background check may be completed by the Principal fingerprinting the Grantee or the Grantee may submit to the Principal a report compiled by an outside entity in a format and with information acceptable to the Principal reflecting the results of the criminal background check.

Such fingerprinting may occur prior to the effective date of this Agreement, but no later than five (5) days after the Agreement has commenced. It is acknowledged and agreed by the Grantee that failure to submit to such fingerprint background check may result in an immediate termination of the Agreement. Further, a criminal history report may result in immediate termination of the Agreement.

For a Grantee that utilizes various staff to perform the duties in the Agreement, the Grantee and staff must comply with the requirements above for each and every individual performing the work outlined in this Agreement and/or who have access to State of Illinois facilities.

ARTICLE 17, DRUG FREE WORKPLACE: The Grantee agrees to provide a drug free workplace as provided in 30 ILCS 580/1, *et seq.*

ARTICLE 18, RECORDS AND DOCUMENTATION: The Grantee shall maintain, for a minimum of three years or five years if federally funded from the later date of either: (a) final payment under the Agreement or (b) the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement, the Agreement and all books, records, and supporting documents related to the Agreement shall be available for review and audit by the Principal, Attorney General and Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Principal for the recovery of any funds paid by the Principal under the Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

ARTICLE 19, AUTHORIZATION TO CONDUCT BUSINESS IN THE STATE OF ILLINOIS: Grantees must be in compliance with 805 ILCS 5, *et seq.* regarding the authority to conduct business in the State of Illinois. *If applicable* a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at 217/782-1834. Application Forms may be downloaded from the following web address:
http://www.cyberdriveillinois.com/publications/pdf_publications/bca1315.pdf

ARTICLE 20, VALID DRIVERS LICENSE: If Agreement duties require the Grantee to drive a vehicle in order to perform Agreement services; the Grantee must be in possession of a valid driver's license. The Grantee shall immediately notify the Principal in the event the Grantee's license is revoked, suspended, expired or is otherwise deemed invalid. Proof of the validity of the Grantee's license may be required at any time during the term of this Agreement.

ARTICLE 21, TIN CERTIFICATION: The Grantee certifies that:

- (a) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
 - (b) I am not subject to backup withholding because: (1) I am exempt from backup withholding, or (2) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (3) the IRS has notified me that I am no longer subject to backup withholding, **and**
 - (c) I am a U.S. person (including a U.S. resident alien).
- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the Grantee Name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the Grantee Name line followed by the d/b/a/ and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach the IRS acceptance letter (CP261 or CP277).

Grantee Name: St. Clair County Sheriff's Department

Taxpayer Identification Number:

Social Security Number:

Or

Federal Employer Identification Number (FEIN): 37-6001924

Legal Status (check one):

- | | |
|--|--|
| ☐ Individual | ☐ Government |
| ☐ Sole Proprietor | ☐ Nonresident Alien |
| ☐ Partnership/Legal Corporation | ☐ Estate or Trust |
| ☐ Tax-exempt | ☐ Pharmacy (Non-Corporation) |
| ☐ Corporation providing or billing
medical and/or health care services | ☐ Pharmacy/Funeral Home/Cemetery
(Corporation) |
| ☐ Corporation NOT providing or billing
medical and/or health care services | ☐ Limited Liability Company
(select applicable tax classification) |
| | ☐ D = disregarded entity |
| | ☐ C = corporation |
| | ☐ P = partnership |

ARTICLE 22, ENTIRE AGREEMENT: In the event of a conflict between the contractual agreement and any Grantee's terms or conditions, the terms of this agreement shall prevail and control. If there is a contradiction, conflict, or inconsistency between the contractual provisions and any Grantee term and conditions, including any Grantee attachments, the contradiction, conflict, inconsistency shall be resolved in favor of the contractual provisions. This instrument, including Attachment "A" incorporated by reference, contains the entire agreement of the parties. The Agreement may not be changed orally, but only by agreement in writing signed by both parties.

ARTICLE 23, OATH: The Grantee certifies under oath that all information in this Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the grant funds shall be used only for the purposes described in this grant Agreement; and that the award of grant funds is conditioned upon said certification.

This Agreement shall be signed and executed in three (3) copies by the parties hereto; at least one copy shall be retained by the Principal and one copy shall be delivered to the Grantee. Each of the executed copies of this Agreement is valid and each executed copy shall be deemed an original.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals, on the day and in the year written below.

GRANTEE

PRINCIPAL

St. Clair County Sheriff's Department
700 N. 5th Street
Bellefonte, PA 16822-4404

Authorized Grantee Signature Date

10/1/19

Office of the Secretary of State

Mark A. Kern

Signature Name (Typed or Printed)

Printed Name

Date

Chairman, St. Clair County Board

Signature Title

Title

JESSE WHITE, Secretary of State
Acting in his capacity as Secretary
of State and not individually.

Date

ATTACHMENT A



Illinois Secretary of State GRANT APPLICATION

IDENTIFYING INFORMATION

1. Submitting Agency: St. Clair County Sheriff's Department

2. Name of Project Director: Sgt. Lee Graham
Prefix (e.g., Dr., Mr., Mrs., Ms.) First Name Last Name

3. Contact Information for Project Director:

Email: lee.graham@co.st-clair.il.us

Telephone: (618) 825-5768

Extension: N/A

Fax: (618) 277-4213

4. Work Mailing Address:

Building Name: St. Clair County Sheriff's Department

Street or P.O. Box: 700 North 5th Street

City: Belleville, Illinois Zip + 4: 62220-4404

NARRATIVE

5. Abstract: In 90-160 words, provide a brief and explicit description of the proposed program or services including overview, goals and impact on the intended audience.

This Auto Theft Taskforce will be a multi-jurisdictional unit comprised of Investigators from agencies located in St. Clair County and Monroe County. The grant would be administered by St. Clair County. St. Clair County will command the unit. The Director will report to the local Board of Directors and the MVTPIVC regularly in regards to funding, expenditures and goals the unit.

The goals of MEATTF will be to reduce and investigate motor vehicle thefts, insurance fraud and vehicular hi-jackings St. Clair and Monroe County. Goal expectations shall be judged by gathering data via the UCR and local jurisdictional data to see if reductions have been made, percentage of closed cases and prosecution rate.

The intent of this unit is to make all the citizens of both counties feel safe and to show the Illinois Motor Vehicle Theft Prevention & Insurance Verification Council the benefit of having the unit here.

Additional information can be found in the Project Description Attachment

6. Administrative Capacity:

- a. How does this project relate to your agency's mission or strategic plan?
- b. Describe your agency's capacity to administer the project. As appropriate, this may include internal controls such as policies for procurement (e.g., bids required, purchase orders), procedures for hiring, collection-development strategies, inventory management or travel rules.
- c. Identify Chief Officers (e.g. director/board of directors) of applicant agency.
- d. Describe the qualifications of key staff to be involved with this project.

Refer To Attachment

7. Project Description:

- a. Provide a comprehensive description of the project. Include details about methods, activities and services to be provided, how they will be implemented, and how items budgeted will be used. (Attach additional documents if needed.)
- b. If appropriate, explain the roles of partnering agencies.

Refer To Attachment

8. Target Audience and Need:

- a. Identify the intended audience and describe the necessity for this project.
- b. Provide data (quantitative or anecdotal) to support how the audience and need were identified. Estimate the number of persons/communities the project directly seeks to impact.
- c. If applicable, explain promotion, recruitment and/or outreach strategies to encourage involvement by the target audience or use of the end product.

Our target audience in the case of a grant of this nature is twofold.

Our first audience are the citizens. This includes not only all the citizens who reside in St. Clair and Monroe County but, the citizens who come from outside these communities to visit family, shopping or sporting events. The Metro-East area is a Mecca for hotels, restaurants and shopping. Those types of venues attract certain elements that prey on these citizens. It is the responsibility of law enforcement as a whole to protect the citizens and their property when they are in our jurisdiction. It is our job in law enforcement to keep the good areas good and make the bad ones better.

Just as an example, the cities of Fairview Heights and O'Fallon have a plethora of hotels, restaurants and shopping venues. These locations produce a large amount of tax revenue for both cities. What happens when people from out of town begin to have their vehicles stolen? The word gets out that these locations are not safe. Then people begin not to frequent these cities anymore. Now, the downward spiral begins and what is left is nothing. Buildings become dilapidated because they have no occupants because no one comes there anymore. Tax revenue decreases. Unfortunately, this is not a hypothetical for some communities because it has happened there. Fairview Heights was used in this example. The truth of the matter is per their Chief, Christopher Locke, Fairview Heights has seen an uptick in motor vehicle thefts. This is the reason Chief Locke has said they are interested in having an Investigator in a Motor Vehicle Theft unit.

Now we come to the second half of our audience, the Illinois Motor Vehicle Theft Prevention & Insurance Verification Council. If given this opportunity to bring back a successful Auto Theft Unit, that unit will show they are utilizing the funds that are being provided them from the Illinois Motor Vehicle Theft Prevention & Insurance Verification Council. This is done reaching all the goals of the unit and showing that data to the council in regular reports. Transparency is important. Why should a unit be funded if they are not trying to reach their goals? They shouldn't. That is why it is important to have a Director of the unit that is a motivator and goal oriented. We want our Director to be able to go to Springfield, IL when he/she meets with the council and be able to look at them and say the goals have been met and let's do more.



ILLINOIS SECRETARY OF STATE • GRANT APPLICATION

9. Project Schedule: Provide a timeline illustrating when actions and activities will be scheduled or completed. (e.g., August - planning meetings with partnering agencies; September - October - recruitment of participants; Oct. 15 - submit quarterly report; Nov. 11 - Instruction on ABC.)

Date or Month Scheduled or Completed	Action/Activities
May-June:	Begin purchasing equipment and supplies / Begin opening office / Assembling unit
July:	Vehicle emergency equipment install / ensure office is up and running / portable radio programmed / begin bringing in investigators for training
August:	Have all vehicles completed and assigned to investigators / all investigators trained / Begin assigning cases to investigators
September:	Present progress to local Board of Directors
October:	Evaluate all expenditures and report necessary adjustments to the Illinois Motor Vehicle Theft Prevention & Insurance Verification Council
November-December:	Continue investigating all cases and assign new case as they are presented to the unit
January:	Present progress to local Board of Directors
February:	Continue investigating all cases and assign new case as they are presented to the unit
March:	Re-Apply for grant with the Illinois Motor Vehicle Theft Prevention & Insurance Verification Council

10. **Evaluation:** What strategies will be used to assess the success of the project? Check all that apply.

- ☐ Survey
- ☒ Review of Administrative Data
- ☐ Interview/Focus Groups engaged
- ☐ Participant Engagement
- ☐ Other

Describe the methodology. For example: Will the evaluation be conducted by project staff or by a third party evaluator? What parts of the project will be evaluated? What data or information will be collected and when?

The current Report Management System that all departments involved use has report generating capabilities. Once a year of activity has occurred, it will be simple for the Director of the unit to pull data from all departments and compare them to after the unit comes on-line. Some data will have to be obtained on an individual department basis because they are still not on the current Report Management System.

When NIBRS comes on-line in 2021, replacing the current UCR, it will be easy to pull all data from one source. This will also allow the Director to get stats on vehicular hi-jackings as well because all incidents will be reported instead of the select current few. NIBRS will be live data that also can show patterns of motor vehicle thefts and vehicular hi-jackings. This will be an extremely useful tool when it comes on-line.

The Director will also research and report number of arrests, prosecutions and convictions through the St. Clair County ICJ system. This system is connected directly to the court system and is updated daily. He will also utilize data from the Monroe County court system to retrieve the same data.

11. Details and Explanation for Use of Grant Funds

Position Title	#FTE	Anticipated Hours	\$ Amount
Refer to attachment			\$1,156,193
TOTAL	0.00	0.00	\$1,156,193

Name and Expertise	\$ Amount
Justine Eismann: Former CFO/Office Manager of this areas Autotheft Unit.	\$3,000
TOTAL	\$3,000

Travel: Include travel costs for project staff and/or participants. Travel must be related to project activities and considered educational, or mission related, not entertainment. This includes transportation as well as costs and fees for educational sites, meetings or programs if appropriate. Budget the most economical mode of transportation, considering travel time, costs and purpose for travel. Provide the number of travelers, destination and purpose for travel, and a description of the types of travel expenditures expected (i.e., mileage, registration fees).

Number of Travelers	Destination and Purpose	Type of Travel Expenditures	\$ Amount
TOTAL			\$0

Supplies/Materials: Include costs for supplies and materials purchased specifically for the project. This includes books, nonprint resources, software, virtual or tangible materials, and computing devices if the acquisition cost per unit is less than \$5,000.

TOTAL \$ 11,520

Provide descriptions and quantities of all supplies and materials proposed.

1. Vehicle Insurance (10): \$1,870.00
2. In-Car Computer Mounts (10): \$3,000.00
3. Office Phones (12): \$600.00
4. Training: \$1,100.00
5. Undercover Funds: \$3,000.00
6. Evidence Kit (10): \$1,950.00

Equipment: Only for individual items costing \$5,000 or more.

TOTAL \$ 265,857

Provide descriptions as well as quantities of equipment proposed and cost.

1. Vehicle Lease (10): \$80,000.00
2. Vehicle Fuel: \$30,000.00
3. Panasonic In-Car Computers (10): \$26,000.00
4. Emergency Lights and Sirens (10): \$17,000.00
5. Emergency Lights and Sirens Install (10): \$5,000.00
6. APX400 Motorola Portable Radios w/ Encryption (11): \$22,517.00
7. Office Rent: \$13,200.00
8. Office Computer w/ Scanner and Printer (11): \$24,200.00
9. Office Equipment (Desks, Chairs, etc.): \$25,000.00
10. Cell Phone (11): \$5,940.00
11. Office Supplies (Copier, paper, pens, etc): \$6,000.00
12. Tactical Equipment: \$6,000.00
13. Vehicle Maintenance: \$5,000.00

Services: Services may include, but are not limited to, hiring a firm to provide instruction and training as well as technical assistance, outsourcing and databases. Budget project activities to be undertaken by a third-party contractor or vendor as Services.

TOTAL \$ 20,520

Identify the costs and parameters for grant-funded services or activities, including the name of the vendor, firm or organization providing the direct service, if known.

1. Omnigo Computer Aided Dispatch/Report System (In-Car/Desktop): \$14,580.00
2. IWIN In-Car Computer System: \$5,940.00

BUDGET SUMMARY:

Budget Line	Total
Salaries/Wages/Benefits	\$1,156,193
Consultant Fees	\$3,000
Travel	\$0
Supplies/Materials	\$11,520
Equipment	\$265,857
Services	\$20,520
Total Direct Costs	\$1,457,090

Indirect (Facilities and Administrative) Costs: Indirect costs are incurred for the organization's overall objectives and therefore, cannot be identified specifically for a particular project. Typical examples of indirect costs are general telephone service, audit costs, utilities, general office supplies, and administrative or financial operations such as audit costs. If you choose to request indirect costs, you must exclude all indirect-cost-type items from other budget lines.

Choose One:

No Indirect Costs	\$0
Indirect Costs not to exceed 10 percent of the Total Direct Costs	

Total Grant Request \$1,457,090

MEATFE Pay Scale

Position	#FTE	Anticipated Hours	\$ Amount
Director (St. Clair County)	1	2080	140677.31
Investigator (St. Clair County)	1	2080	112653.87
Investigator (St. Clair County)	1	2080	112653.87
Investigator (Monroe County)	1	2080	90444.8
Investigator (Freeburg)	1	2080	97056.95
Investigator (Cahokia PD)	1	2080	83824.85
Investigator (Millstadt PD)	1	2080	79069.31
Investigator (Fairview Heights PD)	1	2080	94016.19
Investigator (Columbia PD)	1	2080	108002.87
Investigator (Caseyville PD)	1	2080	117486.16
Executive Assistant	1	2080	70,306.85
Overtime			50,000.00
TOTAL:	11	22880	1156193.03



Approval of Grant Agreement between the Motor Vehicle Theft Prevention and Insurance Verification Council and the St. Clair County Sheriff's Department to Assist the St. Clair and Monroe County Sheriff's Departments, and Freeburg, Cahokia, Millstadt, Fairview Heights, Columbia and Caseyville Police Departments to Investigate and Deter Auto Theft and Insurance Fraud

REVIEWED BY:

State's Attorney's Office

Director of Administration

Maya Crawford

Judy Chartrand

John West

Richard Krenn

John West

Paul Hubert
FINANCE COMMITTEE

METRO EAST AUTO THEFT TASK FORCE

INTERGOVERNMENTAL AGREEMENT

1. PURPOSE:

In order to reduce motor vehicle theft and enhance the capability of motor vehicle theft law enforcement, the undersigned law enforcement agencies hereby agree to establish, pool, and integrate enforcement resources into the Metro East Auto Theft Task Force, hereinafter referred to as MEATTF; to implement a program funded by the Illinois Motor Vehicle Theft Prevention Council pursuant to Award Agreement #20MV218002 and to coordinate the enforcement of motor vehicle theft laws across jurisdictional boundaries, and to cooperate with other local, county, state, and federal enforcement groups, and other private agencies working to combat motor vehicle theft.

II. AUTHORITY:

This agreement is entered into by the undersigned pursuant to the provisions of the Illinois Motor Vehicle Theft Prevention Act, 20 ILCS 4005/1 *et seq.* and pursuant to Article 7, Section 10 of the Illinois Constitution; and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* to provide to and share the resources of the participating agencies in the task force for multi-jurisdictional enforcement of the motor vehicle theft laws.

III. ORGANIZATION:

A. Policy Board

The undersigned agree that effective use of its personnel in the enforcement of motor vehicle theft laws requires that a Policy Board shall be established for the task force. The activities of MEATTF shall be overseen by a Policy Board, consisting of officials from the participating agencies. The Policy Board shall oversee the operations of MEATTF and make reports to the Illinois Motor Vehicle Theft Prevention Council as required. The Policy Board shall ensure that the operations of MEATTF are limited exclusively to the enforcement of motor vehicle theft laws of this state, sister states, or the United States. The Policy Board shall also have the responsibility for overseeing the operations of MEATTF including, as prescribed by Award Agreement #20MV218002, section 33 (Special Conditions):

1. Approving a budget prepared by the Task Force Director who is in charge of the day-to-day operations;
2. Prescribing financial procedures;

3. Establishing project goals and objectives; and setting investigative priorities and targets;
4. Establishing rules and guidelines for operations by supervisors and staff;
5. Receiving and causing to be investigated complaints of misconduct by any member of the staff of the grant project;
6. Appointing or dismissing a task force director upon a vote of all members of the policy board;
7. Coordinating all investigations including those with outside agencies;
8. Meeting at least bi-annually and maintaining minutes of those meetings, which include votes of the policy board on all decisions;
9. Approving reports submitted to the Illinois Motor Vehicle Theft Prevention Council.

B. Fiscal Officer

The Fiscal Officer shall function as the sole Fiscal Officer for all participating agencies of the task force. The Fiscal Officer shall receive and disburse trust funds for the operation of MEATTF to all signatory agencies to this agreement pursuant to Award Agreement #20MV218002 between the County of St. Clair, IL and the Illinois Motor Vehicle Theft Prevention Council.

C. Operating Officer

The Policy Board shall designate by majority vote an Operating Officer, Director, who shall be the chief executive officer responsible for the daily operations of the task force. The Operating Officer shall report and be accountable to the Policy Board.

IV. OPERATIONS:

- A. Each participating unit of local government may contribute to MEATTF personnel, equipment, cash, or a combination thereof.
- B. A sworn law enforcement officer recommended by the Policy Board and assigned to MEATTF shall continue to be an employee of the participating agency and shall be compensated by the participating agency in accordance with its regular procedures.

- C. Personnel contributed by participating agencies who are not sworn law enforcement officers shall continue to be regular employees of the participating agencies and shall be compensated in accordance with the agency's regular procedures.
- D. When appropriate to the responsibilities and duties assigned to an officer participating in MEATTF, the Director of the State Police, Sheriff, or State's Attorney may consider for appointment as Inspectors, Deputies, or Investigators (as appropriate), sworn members of participating agencies who are recommended by the MEATTF Policy Board. Such appointments shall be given for the limited purpose of exercising powers as sworn officers across jurisdictional boundaries as permitted by law and as provided in this agreement, and shall not be considered as employment of such person by the State Police, Sheriff's Department, or State's Attorney's Office.
- E. In regards to General Liability and Police Professional Liability; all participating entities shall be solely responsible for the provision and maintenance of GL and PPL coverage for their respective participating officers. Officers remain employees of their respective assigning departments, who individually, or through their counties and/or municipalities maintain sole responsibility for their collective compensation, fringe benefits, workers compensation coverage, or other benefit which they have previously become entitled. Responsibility for acts or omissions of participating officers remain the legal and financial responsibility of their referring entity, to the maximum extent allowed by law.
- F. Each participating unit of government must provide auto insurance for the unmarked leased vehicle issued to their law enforcement entity by MEATTF. A copy of each entities insurance policy **MUST** be provided prior to receiving any equipment involved with the MEATTF. Participating entities will upon change or renewal of auto insurance policies submit supplemental documentation to St. Clair County Government.

V. **CALENDAR YEAR:**

The Calendar year of MEATTF shall be congruent with the terms of Award Agreement #20MV218002, Upon Execution through June 30, 2020.

VI. **EQUAL EMPLOYMENT OPPORTUNITY:**

The undersigned participating agencies are Equal Opportunity Employers and agree to subscribe to and comply with any and all laws, rules, and regulations pertaining to Equal Opportunity and Anti-Discrimination in Employment, and further agree to abide by the rules and regulations of the Equal Employment Opportunity Commission (EEOC) and the Illinois Department of Human Rights and Federal and Illinois laws applicable thereto.

VII. LIABILITY:

A participating agency shall only be liable for the errors, acts, and omissions of its own employees and officials. A participating agency shall not be liable or responsible for or indemnify another participating agency for the errors, acts, or omissions of any other participating agency's employees or officials.

VIII. AMENDMENTS:

This agreement may be amended at any time by written agreement of all of the participants named herein.

IX. CANCELLATION:

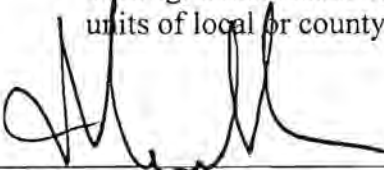
This agreement may be cancelled at any time by written agreement of a majority of all participating herein named. In such event, the liquidation of any and all of its assets shall be accomplished pursuant to Award Agreement #20MV218002, and consistent with and the rules of the Illinois Motor Vehicle Theft Prevention Council. Individual members may withdraw from this agreement at any time by written declaration to the Policy Board provided that all signatories to this agreement shall maintain their initial contributions of personnel, equipment, and/or cash for a minimum period of 12 months.

X. MISCELLANEOUS:

This agreement shall replace existing Intergovernmental Agreements of each Task Force participant on the date of its execution by each of the said participants hereto undersigned and remain in force until termination as provided herein.

XI. EFFECTIVE DATE:

This agreement shall become effective when subscribed to by two or more participating units of local or county government.



Mark Kern
St. Clair County Board Chairman

10/1/19

Date

Sheriff Richard Watson
St. Clair County Sheriff's Department

Date

Approval of the Metro East Auto Theft Task Force Intergovernmental Agreement

REVIEWED BY:

State's Attorney's Office

Selma M.

Director of Administration

Matty Cicala

James Chartrand

John West

Mosley

Richard Kerner

John West

Paul Serles

FINANCE COMMITTEE



U.S. Department of Justice

Office of Justice Programs

Bureau of Justice Statistics

Office of Justice Programs

Washington, D.C. 20531

September 16, 2019

Sheriff Richard Watson
St. Clair County
10 Public Square
Belleville, IL 62220

Dear Sheriff Watson:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 2019 NCS-X Implementation Assistance Program: Support for Local Law Enforcement Agencies in the amount of \$3,200 for St. Clair County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Andrea M. Gardner, Program Manager at (202) 307-1138; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, reading "Jeffrey H. Anderson", is positioned above the printed name.

Jeffrey H. Anderson
Director

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 16, 2019

Sheriff Richard Watson
St. Clair County
10 Public Square
Belleville, IL 62220

Dear Sheriff Watson:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



U.S. Department of Justice
Office of Justice Programs
Office of the Chief Financial Officer

Washington, D.C. 20531

September 16, 2019

Sheriff Richard Watson
St. Clair County
10 Public Square
Belleville, IL 62220

Reference Grant Number: 2019-FU-CX-K032

Dear Sheriff Watson:

I am pleased to inform you that my office has approved the following budget categories for the aforementioned grant award in the cost categories identified below:

Category	Budget
Personnel	\$0
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$0
Construction	\$0
Contractual	\$3,200
Other	\$0
Total Direct Cost	\$3,200
Indirect Cost	\$0
Total Project Cost	\$3,200
Federal Funds Approved:	\$3,200
Non-Federal Share:	\$0
Program Income:	\$0

Match is not required for this grant program.

All individual consultant fees in excess of \$650 per 8 hour day require prior approval of OJP.

The line item labeled "Contractual" may include contracts, subawards, or consultants.

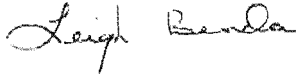
Approval of this budget does not include approval of conference costs. All of conference costs require prior approval of OJP.

If you have questions regarding this award, please contact:

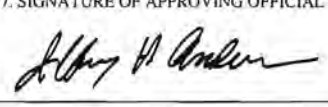
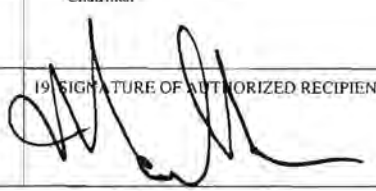
- Program Questions, Andrea M. Gardner, Program Manager at (202) 307-1138
- Financial Questions, the Office of Chief Financial Officer, Customer Service Center(CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Leigh Benda".

Leigh Benda
Chief Financial Officer

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Statistics	Cooperative Agreement	PAGE 1 OF 15														
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) St. Clair County 10 Public Square Belleville, IL 62220	4. AWARD NUMBER: 2019-FU-CX-K032 5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2021 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2021 6. AWARD DATE 09/16/2019 7. ACTION Initial															
2a. GRANTEE IRS/VENDOR NO. 376001924	8. SUPPLEMENT NUMBER 00	9. PREVIOUS AWARD AMOUNT \$ 0														
2b. GRANTEE DUNS NO. 075897371	10. AMOUNT OF THIS AWARD \$ 3,200															
3. PROJECT TITLE St. Clair County NIBRS Assistance Program	11. TOTAL AWARD \$ 3,200															
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																
13. STATUTORY AUTHORITY FOR GRANT This project is supported under 34 U.S.C. § 10132																
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.734 - Special Data Collections and Statistical Studies																
15. METHOD OF PAYMENT GPRS																
AGENCY APPROVAL GRANTEE ACCEPTANCE																
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Jeffrey H. Anderson Director	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark A. Kern Chairman															
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 	19A. DATE														
AGENCY USE ONLY																
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>C</td> <td>FU</td> <td>50</td> <td>00</td> <td>00</td> <td>3200</td> </tr> </tbody> </table>		FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT	X	C	FU	50	00	00	3200	21. UFURGT0110
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT										
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OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 2 OF 15

PROJECT NUMBER 2019-FU-CX-K032

AWARD DATE 09/16/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
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3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



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7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here..



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. This project is funded as a cooperative agreement. The basis for using a cooperative agreement is the substantial involvement of the Bureau of Justice Statistics (BJS) in providing information, guidance, and direction relative to special data collections and the development of statistical studies. BJS will exercise general approval over the entire project.

32. The recipient agrees to provide performance-related data, as outlined in the program announcement, to be used to measure the results of the project.

33. Grant funds may be used only for the purposes in the recipient's approved application. The recipient shall not undertake any work or activities that are not described in the grant application, and that use staff, equipment, or other goods or services paid for with OJP grant funds, without prior written approval from OJP.

34. Recipients in a state with a certified NIBRS program are prohibited from reporting data directly to the FBI NIBRS and must report IBR data to their state UCR Program.

35. One week prior to holding monthly teleconferences with BJS and NCS-X staff, the recipient must submit a monthly financial report to BJS that includes an updated budget worksheet detailing expenditures for the prior month.



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36. The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 90 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
37. The recipient agrees that it will submit quarterly financial status reports to OJP on-line (at <https://grants.ojp.usdoj.gov/>) using the SF 425 Federal Financial Report form (available for viewing at <https://www.gsa.gov/forms-library/federal-financial-report>), not later than 30 days after the end of each calendar quarter. The final report shall be submitted not later than 90 days following the end of the award period.
38. The recipient shall submit semiannual progress reports. Progress reports shall be submitted within 30 days after the end of the reporting periods, which are June 30 and December 31, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at <https://grants.ojp.usdoj.gov/>.
39. Prior to providing any funds to a subrecipient under this award, the recipient is required to: (1) submit to BJS a detailed budget worksheet, budget narrative, and task plan associated with each such subrecipient and (2) receive written approval from BJS.
40. The recipient is required to consult at least quarterly with its state UCR Program to ensure the local incident-based reporting (IBR) transition complies with state program specifications and state IBR reporting requirements. A written summary of these consultations is to be provided to BJS within a week of their occurrence. The initial consultation between the recipient agency and the state UCR Program must occur no later than 2 weeks after the kickoff meeting with BJS.
41. The recipient is required to consult at least quarterly with the state UCR Program and/or FBI CJIS Division staff for details about IBR/NIBRS certification and other reporting requirements, as applicable. A written summary of these consultations is to be provided to BJS within a week of their occurrence. The initial consultation must occur no later than 2 weeks after the kickoff meeting with BJS.
42. If the recipient is in a state that does not have a certified NIBRS program and wishes to submit data directly to the FBI, prior to beginning the process of certification with the FBI, the recipient must obtain and submit to BJS: (1) a letter of support from its state UCR Program supporting the recipient's direct submission of data to the FBI, and (2) a written assurance that the recipient will cease direct data submission to the FBI and begin reporting incident-based data to the state UCR Program once the state program establishes a NIBRS-certified reporting capability.
43. Recipient agrees that activities funded under this award will be closely coordinated with related activities supported with OJP, State, local, or tribal funds.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 14 OF 15

PROJECT NUMBER 2019-FU-CX-K032

AWARD DATE 09/16/2019

SPECIAL CONDITIONS

44. Within 45 calendar days after the end of any conference, meeting, retreat, seminar, symposium, training activity, or similar event funded under this award, and the total cost of which exceeds \$20,000 in award funds, the recipient must provide the program manager with the following information and itemized costs:

- 1) name of event;
- 2) event dates;
- 3) location of event;
- 4) number of federal attendees;
- 5) number of non-federal attendees;
- 6) costs of event space, including rooms for break-out sessions;
- 7) costs of audio visual services;
- 8) other equipment costs (e.g., computer fees, telephone fees);
- 9) costs of printing and distribution;
- 10) costs of meals provided during the event;
- 11) costs of refreshments provided during the event;
- 12) costs of event planner;
- 13) costs of event facilitators; and
- 14) any other costs associated with the event.

The recipient must also itemize and report any of the following attendee (including participants, presenters, speakers) costs that are paid or reimbursed with cooperative agreement funds:

- 1) meals and incidental expenses (M&IE portion of per diem);
- 2) lodging;
- 3) transportation to/from event location (e.g., common carrier, Privately Owned Vehicle (POV)); and,
- 4) local transportation (e.g., rental car, POV) at event location.

Note that if any item is paid for with registration fees, or any other non-award funding, then that portion of the expense does not need to be reported.

Further instructions regarding the submission of this data, and how to determine costs, are available in the OJP Financial Guide Conference Cost Chapter.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**AWARD CONTINUATION
SHEET**
Cooperative Agreement

PAGE 15 OF 15

PROJECT NUMBER 2019-FU-CX-K032

AWARD DATE 09/16/2019

SPECIAL CONDITIONS

45. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

46. The Project Director and key program personnel designated in the application shall be replaced only for compelling reasons. Successors to key personnel must be approved, and such approval is contingent upon submission of appropriate information, including, but not limited to, a resume. OJP will not unreasonably withhold approval. Changes in other program personnel require only notification to OJP and submission of resumes, unless otherwise designated in the award document.

47. The recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditure period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

48. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

49. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded [insert "in part," if applicable] through a grant from the [insert name of OJP component], Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Doris J. James, BJS Deputy Director

Subject: Categorical Exclusion for St. Clair County

None of the following activities will be conducted either under the OJP Federal action or a related third party action:

- 1) New construction.
 - 2) Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year floodplain.
 - 3) A renovation which will change the basic prior use of a facility or significantly change its size.
 - 4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
 - 5) Implementation of a program involving the use of chemicals.
- Consequently, the subject Federal action meets OJP's criteria for a categorical exclusion as contained in paragraph 4.(b) of Appendix D to Part 61 of the Code of Federal Regulations. Additionally, the proposed action is neither a phase nor a segment of a project which when viewed in its entirety would not meet the criteria for a categorical exclusion.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Statistics

**GRANT MANAGER'S MEMORANDUM, PT. I:
PROJECT SUMMARY**

Cooperative Agreement

PROJECT NUMBER

2019-FU-CX-K032

PAGE 1 OF 1

This project is supported under 34 U.S.C. § 10132

1. STAFF CONTACT (Name & telephone number)

Andrea M. Gardner
(202) 307-1138

2. PROJECT DIRECTOR (Name, address & telephone number)

Lee Graham
Sergeant
700 North 5th Street
Belleville, IL 62220-4404
(618) 277-3505 ext 5768

3a. TITLE OF THE PROGRAM

FY 2019 NCS-X Implementation Assistance Program: Support for Local Law Enforcement Agencies

**3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)**

4. TITLE OF PROJECT

St. Clair County NIBRS Assistance Program

5. NAME & ADDRESS OF GRANTEE

St. Clair County
10 Public Square
Belleville, IL 62220

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2021

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2021

9. AMOUNT OF AWARD

\$ 3,200

10. DATE OF AWARD

09/16/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The National Crime Statistics Exchange (NCS-X) is an effort to expand the FBI's National Incident-Based Reporting System (NIBRS) into a nationally representative system of incident-based crime statistics. BJS and the FBI are implementing NCS-X with the support of other Department of Justice agencies, including the Office for Victims of Crime. The goal of NCS-X is to enroll a sample of 400 scientifically selected law enforcement agencies to submit data to NIBRS; when these 400 new NIBRS-reporting agencies are combined with the more than 6,900 agencies that currently report to NIBRS, the nation will have a nationally representative system of incident-based crime statistics drawn from the operational data systems of local police departments. These incident-based data will draw upon the attributes and circumstances of criminal incidents and allow for more detailed and transparent descriptions of crime in communities. The current mechanism by which local law enforcement (LE) agencies report data to the FBI's NIBRS, in general, is for local LE agencies to submit data to their state UCR reporting program, and then for the state UCR program to report those data to the FBI. While the FBI does accept NIBRS data directly from a small number of law enforcement agencies, the highly preferred route of reporting is through the state UCR program. The FY2019 solicitation furthers the goals of the NCS-X initiative

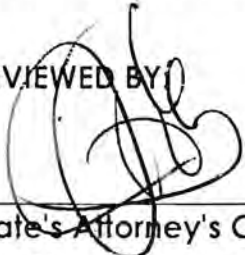
by providing funding to the remaining states and local agencies in the NCS-X sample in order to assist them transition to NIBRS reporting.

The St. Clair County Sheriff's Department (SCCSD) is staffed by more than 160 sworn and civilian personnel and serves a population of more than 260,000 residents over roughly 640 square miles. The goal of this project is to submit incident-based crime data to the Illinois Uniform Crime Reporting (UCR) Program, that is compliant with both the state's reporting requirements and the National Incident Based Reporting System (NIBRS) standard. To accomplish this goal, SCCSD will upgrade its records management system and train personnel in collecting and reporting incident-based data. SCCSD will work with the Illinois UCR Program to certify data meet the state's incident-based reporting requirements and will submit NIBRS-complaint incident-based data as a final deliverable of this award.

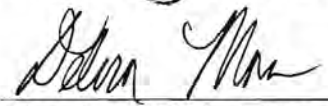
CA/NCF

Approval of Grant from the US Department of Justice to Implement the NIBRS system from 2019 to 2021 at the SCC Sheriff's Department as a Test Site. The Grant Funding will Cover all Costs During the Testing Period

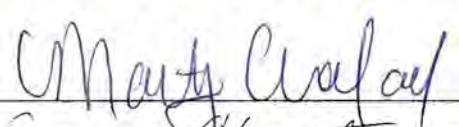
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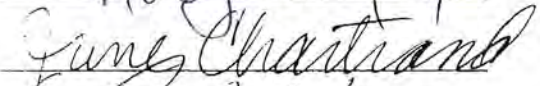


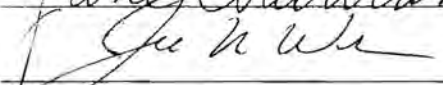
State's Attorney's Office



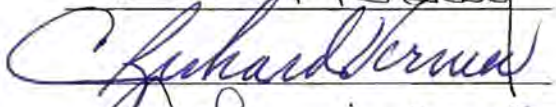
Director of Administration

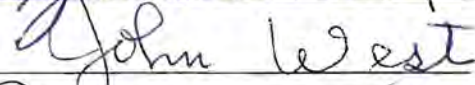


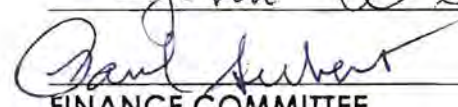












FINANCE COMMITTEE



U.S. Department of Justice

Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 23, 2019

Sheriff Richard Watson
St. Clair County
10 Public Square
Belleville, IL 62220

Dear Sheriff Watson:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation in the amount of \$76,872 for St. Clair County.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Kerri Vitale-Logan, Program Manager at (202) 353-9074; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0786, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Katharine T. Sullivan", is written over a horizontal line.

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Enclosures



U.S. Department of Justice
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 23, 2019

Sheriff Richard Watson
St. Clair County
10 Public Square
Belleville, IL 62220

Dear Sheriff Watson:

Congratulations on your recent award! The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst

FY2019 Byrne Grant Program Narrative

The funding to St. Clair County totaled \$76,872.00 under the Edward Byrne Grant. That amount will be shared between the St. Clair County, IL Sheriff's Department, Belleville, IL Police Department and the E. St. Louis, IL Police Department. The funding will be used by the above listed departments as follows:

Belleville Police Department:

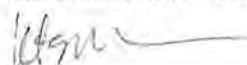
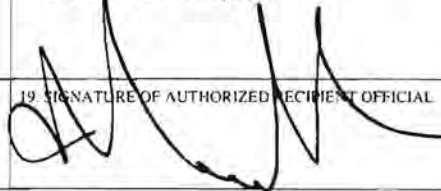
Belleville Police Department will use their portion to purchase three (3) Panasonic Arbitrator in-car camera systems for their patrol units. The cost of these cameras exceeds the amount allotted by the grant. The Belleville Police Department will cover the additional cost themselves. **\$17,470.00**

St. Clair County Sheriff's Department:

The St. Clair County, IL Sheriff's Department will use \$17,000.00 in 2019 to partially pay the lease on five (5) vehicles used by the department drug unit. The remaining funds, \$12,402.00, will be used in 2020 to pay for fuel costs accrued by the drug unit.

E. St. Louis Police Department:

The E. St. Louis Police Department will use their funding, \$30,000.00, towards the purchase of one (1) used Ford Explorer for patrol use. The amount also includes the purchase of emergency equipment for the vehicle and the install of that equipment

 U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance	Grant	PAGE 1 OF 29														
1. RECIPIENT NAME AND ADDRESS (Including Zip Code) St. Clair County 10 Public Square Belleville, IL 62220	4. AWARD NUMBER: 2019-DJ-BX-0679 5. PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022 BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022															
2a. GRANTEE IRS/VENDOR NO. 376001924 2b. GRANTEE DUNS NO. 075897371	6. AWARD DATE: 09/23/2019 8. SUPPLEMENT NUMBER (0) 9. PREVIOUS AWARD AMOUNT \$ 0	7. ACTION Initial														
3. PROJECT TITLE St. Clair County Byrne Grant FY2019	10. AMOUNT OF THIS AWARD \$ 76,872 11. TOTAL AWARD \$ 76,872															
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).																
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).																
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 18.738 - Edward Byrne Memorial Justice Assistance Grant Program																
15. METHOD OF PAYMENT GPRS																
AGENCY APPROVAL GRANTEE ACCEPTANCE																
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General	18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Mark A. Kern Chairman, St. Clair County Board															
17. SIGNATURE OF APPROVING OFFICIAL 	19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 															
19A. DATE																
AGENCY USE ONLY																
20. ACCOUNTING CLASSIFICATION CODES <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>FISCAL YEAR</th> <th>FUND CODE</th> <th>BUD. ACT.</th> <th>DIV. REG.</th> <th>SUB.</th> <th>POMS</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td>X</td> <td>B</td> <td>DJ</td> <td>80</td> <td>00</td> <td>00</td> <td>76872</td> </tr> </tbody> </table>	FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT	X	B	DJ	80	00	00	76872	21. UDIUGT061	
FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. REG.	SUB.	POMS	AMOUNT										
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W. L. G.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 29

PROJECT NUMBER 2019-DJ-BX-0679

AWARD DATE 09/23/2019

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award. By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts all such assurances or certifications as if personally executed by the authorized recipient official.

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The U.S. Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2019 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2019 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2019 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2019-DJ-BX-0679

AWARD DATE 09/23/2019

SPECIAL CONDITIONS

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2017, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.



U.S. Department of Justice
Office of Justice Programs
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**AWARD CONTINUATION
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Grant

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PROJECT NUMBER 2019-DJ-BX-0679

AWARD DATE 09/23/2019

SPECIAL CONDITIONS

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter I, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2019)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2019, are set out at <https://ojp.gov/funding/Explore/FY19AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 1425 New York Avenue, N.W. Suite 7100, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Fraud Detection Office (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, -agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof, but not any institution of higher education or any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) Pursuant to the provisions set out at (or referenced in) 8 U.S.C. 1551 note ("Abolition ... and Transfer of Functions"), references to the "Immigration and Naturalization Service" in 8 U.S.C. 1373 and 1644 are to be read as references to particular components of the Department of Homeland Security (DHS).

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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32. No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status as described in 8 U.S.C. 1373(a); or (2) a government entity or -agency from sending, requesting or receiving, maintaining, or exchanging information regarding immigration status as described in either 8 U.S.C. 1373(b) or 1644. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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33. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... 8 U.S.C. 1373 and 1644; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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34. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification

I. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) that is a State, local government, or public institution of higher education, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: 8 U.S.C. 1373 and 1644; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient at any tier that is either a State or a local government or a public institution of higher education, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient that is a State, a local government, or a public institution of higher education must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... 8 U.S.C. 1373 and 1644; ongoing compliance" award condition.

4. Rules of Construction. The "Rules of Construction" set out in the "Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: 8 U.S.C. 1373 and 1644; unallowable costs; notification" condition are incorporated by reference as though set forth here in full.



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35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law enforcement information" means law enforcement sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law enforcement sensitive information" means records or information compiled for any law enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law enforcement sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law enforcement sensitive information" award condition are incorporated by reference as though set forth here in full.



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37. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by this award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (see 8 U.S.C. 1101(a)(3)).

(2) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (see 34 U.S.C. 10251(a)(7)).

(3) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or

(b) has the effect of preventing or of significantly delaying or complicating.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded 'program or activity') with federal law enforcement: 8 U.S.C. 1373 and 1644 and ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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38. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 U.S.C. 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 C.F.R. 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

C. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.



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40. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual DOJ report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction.

The "Rules of Construction" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release" award condition are incorporated by reference as though set forth here in full.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.



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42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.



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47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.



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52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



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SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

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

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 27 OF 29

PROJECT NUMBER 2019-DJ-BX-0679

AWARD DATE 09/23/2019

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 28 OF 29

PROJECT NUMBER 2019-DJ-BX-0679

AWARD DATE 09/23/2019

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2018

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2018), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

Nothing in this condition shall be understood to authorize the recipient (or any subrecipient at any tier) to use award funds to "supplant" State or local funds in violation of the recipient's certification (executed by the chief executive of the State or local government) that federal funds will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at <https://www.bja.gov/Login.aspx> to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https://www.bja.gov/profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https://www.bja.gov/SuccessStoryList.aspx>.



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**AWARD CONTINUATION
SHEET**
Grant

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PROJECT NUMBER 2019-DJ-BX-0679

AWARD DATE 09/23/2019

SPECIAL CONDITIONS

67. Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not obligate, expend, or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant Government," properly-executed (as determined by OJP), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

68. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.

69. Withholding of funds: NIBRS set-aside in Disparate jurisdictions

The recipient may not obligate, expend, or draw down any award funds until the recipient submits, and BJA reviews and accepts, documentation of compliance with the required NIBRS 3 percent set-aside by the recipient and each disparate subrecipient, and a Grant Adjustment Notice (GAN) has been issued to remove this condition. For each jurisdiction, including the recipient and disparate subrecipients, such documentation may be either (1) a budget that clearly documents that the jurisdiction has dedicated at least 3 percent of the total amount of their allocation to NIBRS compliance activities, or (2) documentation showing that the jurisdiction has been certified as NIBRS compliant.

70. Withholding of funds: Expenditures that are prohibited absent a DOJ certification of extraordinary and exigent circumstances

The recipient may not obligate, expend, or draw down any award funds until-- (1) OJP has reviewed and approved the recipient's request to utilize award funds to purchase or acquire an item (or items) that only may be purchased/ acquired if and when DOJ makes a particular certification, and (2) a Grant Adjustment Notice (GAN) has been issued to remove this condition. Pursuant to statute, award funds may not be used for certain items ("matters") unless and until DOJ makes a certification that "extraordinary and exigent circumstances exist that make the use of [award funds for such items/ matters] essential to the maintenance of public safety and good order." The items/ matters that are prohibited expenditures absent such a DOJ certification are set out at 34 U.S.C. 10152.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File
From: Orbin Terry, NEPA Coordinator
Subject: Incorporates NEPA Compliance in Further Developmental Stages for St. Clair County

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

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

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.



U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2019-DJ-BX-0679

PAGE 1 OF 1

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

1. STAFF CONTACT (Name & telephone number)

Kerri Vitafo-Logan
(202) 353-9074

2. PROJECT DIRECTOR (Name, address & telephone number)

Lee Graham
Sergeant
700 North 5th Street
Belleville, IL 62220-4404
(618) 277-3505

3a. TITLE OF THE PROGRAM

BJA FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

St. Clair County Byrne Grant FY2019

5. NAME & ADDRESS OF GRANTEE

St. Clair County
10 Public Square
Belleville, IL 62220

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2018 TO: 09/30/2022

8. BUDGET PERIOD

FROM: 10/01/2018 TO: 09/30/2022

9. AMOUNT OF AWARD

\$ 76,872

10. DATE OF AWARD

09/23/2019

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

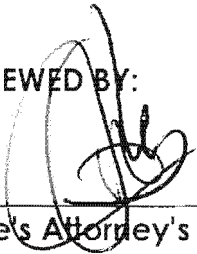
This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

NCA/NCF

Approval of the Department of Justice-Bureau of Justice Administration's
Edward Byrne Foundation FY 2019 Grant Authorizing St. Clair County to
Administer Funds for the Purchase of Vehicles and Equipment for the Belleville
and East St. Louis Police Departments and the St. Clair County Sheriff's
Department

REVIEWED BY:

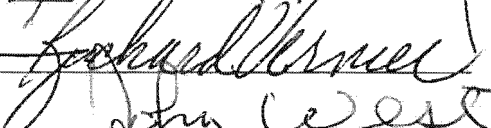


State's Attorney's Office



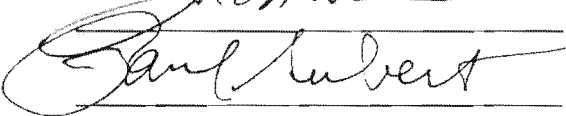
Director of Administration











FINANCE COMMITTEE

ILLINOIS FOP LABOR COUNCIL

and

ST. CLAIR COUNTY BOARD / ST. CLAIR COUNTY SHERIFF

**F.O.P. Lodge 148
Correctional Officers Unit**

January 1, 2018 – December 31, 2020

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by and between the County Board and the Sheriff of St. Clair County, Illinois (herein referred to as the "EMPLOYER") and the Fraternal Order of Police St. Clair County Sheriff's Police Lodge No. 148 and the Illinois FOP Labor Council (hereinafter referred to as the "LODGE").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Lodge; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Sheriff's Department.

It is the Employer's and Lodge's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01 - Recognition

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all sworn and non-sworn Correctional Officers below the rank of Sergeant as certified by the Illinois State Labor Relations Board, Case No. S-UC-(S)-16-054 dated June 2, 2016. All other positions shall be EXCLUDED from the above described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al.).

Section 1.02 - Probationary Period/Transfers

Pursuant to applicable statutory mandates and the Rules, Regulations and Procedures of the St. Clair County Sheriff's Department Merit Commission, employees hired must serve an initial probationary period. Such probationary employees are covered by the terms and conditions of this Agreement, except that the Sheriff may discipline or discharge a probationary employee at will. The probationary period commences on the date the employee is appointed and ends after twelve (12) months.

Employees transferred from the Patrol division or Metro division to the Corrections division also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their former division as soon as there is an opening at their former position.

Employees transferred from the Corrections division to the Patrol Division or Metro division shall also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their original position in the Corrections division as soon as there is an opening at their former position.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

The Lodge recognizes that the Employer possesses the sole and exclusive right to operate and direct the officers of the St. Clair County Sheriff's Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Department and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the St. Clair County Sheriff's Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Sheriff's Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline or discharge officers for just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services.

The County has the sole authority to determine the purpose and mission of the St. Clair County Sheriff's Department and the amount of budget to be adopted thereto.

Section 2.02 - Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor appear to constitute, a conflict of interest with employment for St. Clair County. Should the

Employer determine that an officer's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 2.03 - Civil-Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Lodge representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - NO STRIKE

Section 3.01 - No-Strike Commitment

During the term of this Agreement, neither the Lodge nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations

In the event of action prohibited by Section 3.01 above, the Lodge immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Lodge Liability

Upon the failure of the Lodge to comply with the provisions of Section 3.02 above, any agent or official of the Lodge who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers

Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4 - NONDISCRIMINATION

Section 4.01

Neither the Employer nor the Lodge shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws. All claims of discrimination must be pursued through the appropriate administrative agency and are not grievable.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.01 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Lodge on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Lodge may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Lodge, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 5.02 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix "A". All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.
4. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected. Responses to the grievance shall be made to the first officer who signed the grievance.
5. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the Agreement.

Section 5.03 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 - Immediate Supervisor The grievance shall be raised orally with the affected officers' immediate supervisor who is outside the bargaining unit, within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. Grievances should be raised with the first supervisor/administrator who has the authority to remedy the grievance; however, failure to identify the proper authority shall not be cause to waive the grievance. The supervisor/administrator shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 - Division Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with his division administrator or the administrator's designee. The appeal shall be filed within ten (10) business days after receipt of the Step-1 response, or within ten (10) business days after the Step-1 response was due.

Division administrators shall include the Undersheriff, Chief Deputy, or the Jail Superintendent. Upon receipt of the properly filed written appeal, the appropriate division administrator or the administrator's designee shall meet with the officer to review the grievance. Within ten (10) business days of the receipt of the Step-2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Sheriff If the grievance is not resolved at Step 2, a written appeal may be filed with the Sheriff. The written appeal will be filed within ten (10) business days after the receipt of the Step-2 response or within ten (10) business days after the Step-2 response was due.

Within ten (10) business days after receipt of the properly filed, written grievance, the Sheriff or his designee shall meet with the grievant and/or the Lodge to review the complaint. The Sheriff will issue a decision regarding the grievance within ten (10) business days after the meeting with the grievant.

Step 4 - Labor-Management Committee If the grievance is not resolved at Step 3, the written grievance may be appealed to the St. Clair County Board's Labor-Management Committee within ten (10) business days of the date of the Step-3 response, or within ten (10) business days after the Step-3 response was due.

The Labor-Management Committee or its designee shall schedule a meeting on the grievance within thirty days after it receives the grievance, unless unusual circumstances arise. The meeting shall be closed to the press and the public. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances. If no settlement is reached, the Committee, or its designee, shall give its response to the grievant(s) within

ten (10) business days following the meeting. In any case, Step 4 shall be completed no later than forty-five (45) calendar days after the written grievance is filed at this Step, unless the parties agree to a written extension thereof. If the Lodge has received no response within 45 calendar days, the Lodge may elect to advance the grievance to Step 5 or Step 6.

Step 5 - Mediation If the grievance is not satisfactorily resolved at Step 4, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step-4 response, or within fifteen (15) business days after the Step-4 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Step 6 - Arbitration If the grievance is not resolved as a result of Step 4 or 5, as the case may be, the Lodge may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-4 response, or within ten (10) business days after the Step-4 response was due, that the grievance be submitted to binding arbitration. The request by the Lodge must be made within ten (10) business days of completion of the last appropriate step. In the event the Lodge requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Lodge shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first name, the other party striking the second name, and so on, until one name is remaining from the list. The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest dates(s) upon which the parties can agree. The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in St. Clair County. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 5.04 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.05 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Lodge representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day on which the officer worked from the date of the first occurrence which had application to that officer, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given or is due to

be given by the Employer. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 8, Section 8.01, of this Agreement.

Section 5.06 - Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or the Lodge may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Lodge agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.07 - Grievance Processing

Reasonable time while on duty shall be permitted to a Lodge representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.08 - Representation

An officer shall present a grievance personally at Step 1 of this procedure. During any step of the procedure after Step 1, however, the officer may be represented by the Lodge. Grievance settlements shall be reduced to writing and signed by the Employer, the Labor Council and the grievant(s).

ARTICLE 6 - HOURS AND OVERTIME

Section 6.01 - Work Period

The Employer and the Lodge agree that the Sheriff shall retain the right to establish the scheduled workday which will consist of no more than twelve (12) consecutive hours of work in any twenty-four-hour (24-hour) period, with the exception of shift rotations. At no time will an officer be regularly scheduled to work consecutive shifts.

The normal work period for officers covered by this Agreement shall be defined as twenty-eight (28) consecutive days beginning at 12:01 a.m. on a Sunday. The normal work period shall consist of one hundred sixty (160) scheduled work hours in a twenty-eight-day (28-day) period for employees working an eight (8) or ten-hour (10-hour) schedule. The normal work period shall consist of one-hundred sixty-eight (168) scheduled work hours in a twenty-

eight-day (28-day) period for employees working a twelve-hour (12-hour) schedule; there will not be any short days ("minus 4's or minus 8's") scheduled.

Overtime compensation shall be given for all hours in excess of the scheduled workday as established by the Sheriff, or work period, in accordance with the Fair Labor Standards Act.

The annual basic work schedule assignments for the upcoming year shall be completed and posted by November 30th to assist facilitation of vacation selection as provided in Section 9.03 of this Agreement.

Section 6.02 - Overtime

Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of the work period described above. "Straight-time hourly rate" shall be defined as the officer's base annual wage divided by 2,080 hours. Employees covered by this Agreement working a twelve-hour (12-hour) work schedule shall be compensated at the straight-time rate of pay for each and every hour worked as part of the regular twelve-hour (12-hour) schedule (one hundred sixty-eight (168) hours in a twenty-eight-day (28-day) period / eighty-four (84) straight-time hours per two-week (2-week) pay-period). The Sheriff has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however, vacation leave and compensatory time shall be included in computing the time worked in a work period for the purpose of overtime payment.

Section 6.03 - Compensatory Time

Officers shall have the right to choose whether to be compensated for overtime worked by cash payments or compensatory time off. Management reserves the right to buyout compensatory time as set forth in this Section.

All claims for compensatory time or cash overtime shall be made within five (5) calendar days after the time worked. If an assignment is two or more consecutive days in length, the claim shall be made within five (5) calendar days after the final day of the assignment.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate as overtime pay. The maximum accumulation of compensatory time shall be four hundred-eighty (480) hours.

Section 6.04 - Premium Compensation

For the purposes of this Agreement, "premium compensation" is defined as any rate of compensation in excess of an employee's regular straight-time rate of compensation. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement and shall be based on hours actually worked. There shall be no pyramiding of

premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be made more than once for the same hours under any provision of this Agreement.

Section 6.05 - Use of Compensatory Time

Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. Compensatory time off shall be taken in such blocks of time which are mutually agreeable to the Employer and the employee. Compensatory time use may be restricted when the operations of the Sheriff's Department are impaired as provided by the Fair Labor Standards Act.

Notwithstanding the above, if any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an officer's regularly scheduled work hours. Officers reporting back to work on a call-back shall be compensated for a minimum of two hours at the overtime rate of pay or be compensated for actual hours worked at the overtime rate of pay, whichever is higher.

Section 6.07 - Work Schedule

When an employee attends a training session during the time that the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee may be ordered to appear at work prior to or after the training session to complete his/her full work-shift.

When an employee attends a training session during the time that the employee is not scheduled to work, the employee's time in attendance, including the lunch period if any, and travel to-and-from will be compensated at the appropriate rate of pay.

When an employee attends a training session during the time that the employee is not scheduled to work, but nonetheless on a day on which the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee's work schedule may be

altered to ensure the safety of the employee and others is not compromised due to the potential for fatigue. If the employee's schedule is altered, the employee will be given the opportunity to use compensatory time to replace the hours lost scheduling.

When the Employer must compensate for travel for training, the calculation shall be based upon the distance to and from the St. Clair County Jail (which may be computed by GPS), at a formula of one minute for every mile.

Section 6.08 - Shift Rotation

The Employer shall rotate the shifts of employees working twelve (12) hour shifts every four (4) twenty-eight (28) day periods (or three times per year).

ARTICLE 7 - SENIORITY

Section 7.01 - Definition of Seniority

Departmental seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation, sick leave allowances and the wage matrix.

Divisional seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last transfer or hire into the division, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Divisional seniority shall be used as the basis for selection of annual vacations and other approved time off if more than one officer has submitted a dated written request for the same time off. If two or more bargaining unit members have the same divisional seniority, departmental seniority shall be used as a tiebreaker. If after the use of departmental seniority there are still ties, alphabetical order of last name shall determine divisional seniority.

For purposes of this Article, there are only three (3) divisions: patrol (which includes all assignments given to deputies, i.e., Road Patrol, Investigations, MetroLink, etc.), metro, and corrections. In the event an officer is transferred from one division to the other, he/she enters the new division as the officer with the least divisional seniority; however, the transferred officer does not lose his/her departmental seniority. If the officer then returns to his original division, he/she will retain all his/her service time as if he/she never left the division. If an officer is promoted out of the bargaining unit(s) and then returns, the officer will not receive any divisional seniority credit for the time spent in the promoted rank but will retain the divisional seniority credit for the time originally spent in the division.

Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the St. Clair County Sheriff's Merit Commission.

Section 7.02 - Computation of Seniority

Consistent with any applicable Merit Commission rules, the computation of seniority shall be subject to the following:

- a. Continuous paid service shall include vacations and military service honorably completed.
- b. In the event an officer accepts a police disability pension which is later terminated, and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority

Consistent with the currently applicable rules and regulations of the Merit Commission, seniority and the employment relationship shall be terminated when an officer:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work.), or
- e. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction, or
- f. is absent without notifying the Department in accordance with Sheriff's Department procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present Departmental seniority dates and Divisional seniority dates for all officers covered by this Agreement attached as Appendix D, which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with

the Executive Deputy. If an officer does not file an objection, the list shall stand approved as posted. Said list shall be attached to the Agreement as "Appendix D".

Section 7.05 - Layoffs

Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority within the Division: that is, the person with the least seniority in the Division shall be the first to be laid off. Any officer being laid off will receive a written notice at least thirty (30) working days prior to its effective date.

ARTICLE 8 - HOLIDAYS

Section 8.01 - Number of Holidays

The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	General Election Day in November (even-numbered years only)
President's Day	Thanksgiving Day
Spring Holiday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Dates of observance of holidays listed above shall be designated annually by the St. Clair County Board. Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their legal dates. Employees working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the rate of time and one-half (1-1/2) for all hours worked on a holiday shift. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday in the calendar year during which the holiday credit was earned.

B. Un-worked Holiday An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday of the calendar year during which the holiday credit was earned.

C. Holiday Pay Rules Only those officers whose shift starts on a holiday are eligible for the extra time-and-a-half holiday pay under subsection A above. Officers who do not work on a holiday and those officers whose shift does not start on a holiday, but still work during a

holiday, are entitled to the straight-time pay of their regularly-scheduled hours in addition to their regular rate of pay under subsection B above.

D. Use of Holiday Time Officers, with approval, shall have the right to use holiday time prior to the last payday of the calendar year during which the holiday was earned, with the remaining unused holiday time paid with the first payroll check in February of the following year. Officers requesting holiday time off shall receive written approval or denial within five (5) days from the date of the request.

E. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply: 1) if an officer is scheduled off with 72 or more hours advance-of holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc.).

Section 8.03 - Eligibility

In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday.

Section 8.04 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an officer is on prior approved time off, such holiday shall be credited to the officer in accordance with Section 8.02 B, above.

ARTICLE 9 - VACATION

Section 9.01 - Eligibility

All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Sheriff's Department.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Department without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer, then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns,

and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual

Eligible officers shall earn vacation time in accordance with the following schedule:

- a. from the date of hire until completion of five (5) years of continuous service: eighty (80) hours per year;
- b. from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year;
- c. from completion of twelve (12) years of continuous service: one hundred sixty (160) hours per year;
- d. from completion of twenty (20) years of continuous service: two hundred (200) hours per year.

Section 9.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each division. Officers shall select vacation leave in one-calendar-week increments, said increments being from 12:00 a.m. Monday to 12:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of officers permitted off duty at any time shall be determined by division commanders. During the first thirty (30) calendar days the sign-up sheet is posted, divisional seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day. Employees shall be allowed to use compensatory time and holiday time to complete a vacation period.

The requirement to pay overtime to fill a vacancy of an employee utilizing vacation time requested after the annual 30-day period (but not less than 30-days prior to the requested time-off) shall not alone cause the denial of the time-off request.

Notwithstanding the above, supervisor time off shall not impact the approval or denial of employee vacation requested during the annual 30-day period. A master list of all approved vacation time for the year shall be posted on the FOP Bulletin Board.

Section 9.04 - Carry-over

Officers shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous-service years' worth of vacation leave (e.g., if the officer is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that officer may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For purposes of this Section, anniversary year is defined as beginning with the

last hire date of an officer, less any adjustments, until the officer completes one full calendar year of continuous service, and any calendar year thereafter during which the officer is employed on a continuous, full-time basis.

At no time shall more than one continuous-service years' worth of vacation be carried over from one anniversary year to the next without permission of the Sheriff, except in those cases when scheduled vacation-leave time was refused or cancelled by the Employer, and the officer cannot be rescheduled at a time mutually agreeable to the Employer and the officer. In the aforesaid case when a leave has been so cancelled or refused, said cancelled or refused time shall be allowed to be carried over in addition to the maximum accumulated amount referenced in the paragraph immediately above.

Vacation time in excess of that amount permitted to be carried over automatically may be carried over upon written request filed with the Sheriff not later than December 1 of the respective year. Requests for additional carry-over shall be directed to the Sheriff, who shall respond within fourteen (14) calendar days in writing to the officer stating either:

- a. the officer is permitted to carry over additional vacation time; or
- b. the Employer will not permit such additional carry-over, in which case the Employer shall promptly pay the officer at his/her current rate of pay for such vacation time.

In the event an officer has failed to take vacation time for two years, the Sheriff may advise the officer that he/she must schedule vacation time off within the next ninety (90) calendar days, subject to approval by the Employer. If the officer fails to make a reasonable effort to so schedule vacation time during such 90-day period, the Sheriff shall have the right to assign vacation time off in full-shift increments, unless otherwise mutually agreed by the Employer and the officer.

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

In the event of a dispute regarding earned or accrued vacation leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued vacation leave.

ARTICLE 10 - SICK LEAVE

Section 10.01 - Amount

All regular, full-time officers shall accumulate eight (8) hours of sick leave for each month's service. Effective January 1, 2007 all regular, full-time officers shall accumulate five and one-third (5-1/3) hours of sick leave for each month's service. Sick leave may be used for illness, non-duty-related disability or injury of the officer.

Section 10.02 - Carry-over

Officers shall be able to carry over from one year to another a maximum of two hundred eighty-eight (288) accumulated sick-leave hours.

Section 10.03 - Posting

In the event of a dispute regarding earned or accrued sick leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued sick leave.

Section 10.04 - Notification

Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time if practicable. The officer shall also state if the injury is duty-related, the location of confinement and the telephone number where he/she can be reached.

Section 10.05 - Ill at Work

Officers becoming ill at work shall immediately notify their duty supervisor. The Shift Supervisor may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five (5) or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician

Written physician's statements may be required from all officers for use of sick leave if requested by the Sheriff or, in his absence, a division administrator or other designee of the Sheriff.

Section 10.07 - Light Duty

Officers that are off duty due to a non-duty related illness are eligible for light duty. An officer with permission of the Sheriff, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed fifteen (15) scheduled shifts.

Section 10.08 - Extended Illness/Recovery with No Accumulated Sick Time

If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Sheriff for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e. vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Sheriff or Under-Sheriff. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an officer request sick-leave time in excess of that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer.

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery.

Section 10.09 - On-Duty Injury

Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Loss-Control Report with the Loss-Control Officer of the Department.

Section 10.10 - Ill or Injured Officers Remaining at Their Residence

Any officer who is being carried on the time books of the St. Clair County Sheriff's Department while ill or injured shall remain at his/her residence officially listed with the Executive Deputy's personnel files unless he/she has notified the Desk Officer to be elsewhere. Any other reasons not listed below will have to be approved by the Shift Supervisor on duty.

1. Such officer shall notify the Desk Officer when the officer is leaving for the specific purposes listed in items "a" through "h" below.
 - a. To keep scheduled appointments with physicians, dentists, physical therapists, and/or hospitals, clinics, if related to the officer's present sickness or injury.
 - b. To attend church services.
 - c. To purchase food, household necessities and medication for the officer's present injury or illness or for the health care of the immediate family. One four-hour period to complete such shopping shall be granted each week. Additional requests shall be granted only for emergency purposes.
 - d. To register to vote, or to vote in elections for municipal, county, state, or Federal office.

- e. To engage in physical exercise such as walking or swimming, recommended in writing by an attending physician.
- f. To answer court subpoenas in cases arising out of employment with the Sheriff's Department.
- g. To report to the Department or other police facility.
- h. Any other reason not listed above will have to be approved by the Shift Supervisor on duty.

Provisions of this Section will not apply to reported on-the-job injury/illness, which are covered under the Public Employee Disability Act (5 ILCS 345/1 et al.).

- 2. An officer not in compliance with this Section without permission, will receive no pay for the day of absence. Officers may also be subject to disciplinary action in regards to violations of this Section.
- 3. Supervisory personnel may make visits to the sick or injured officer's home for the purposes of determining compliance with this Section. Bargaining unit personnel will not be assigned to perform these checks. The supervisor will report all observations in writing to the division administrator. The Employer shall not telephone or visit an employee's home to verify an employee's illness at a time of day that would expectedly disrupt or disturb the employee or his/her family.

Section 10.11 - Sick Leave Incentive Pay

Sick leave incentive pay is available to officers based on their unused sick time at the end of each year, after an officer has reached the maximum carry-over amount of thirty-six (36) days. Sick leave incentive pay will be granted in respect to the number of sick days an officer shall lose on January 1 each year, and will be paid as follows:

In January of each year, a calculation shall be made of each officer's unused sick leave at the end of his/her last work shift of the previous calendar year.

Each officer shall be paid for one-half (1/2) of his/her unused sick days in excess of the maximum carry-over amount of thirty-six (36) days.

Sick leave incentive shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment for unused sick leave is to be calculated at the officer's rate of pay in effect on the last payday in the calendar year during which the sick days were earned.

Section 10.12 - Sick Leave Taken in Excess of That Accumulated

If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has provided the employee with accurate and current accrued sick leave information using the time clock and/or paycheck methods. When the Employer has met its obligation to provide such information, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

Section 10.13 - Sick Leave Incentive Pay

Effective January 1, 1999, each officer shall be paid for all his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at 50% of the officer's pay rate. In lieu of cash buyout, officers may elect to have these days placed in a bank to be used towards retirement per IMRF regulations. Effective January 1, 2007 each officer shall be paid for one-half of his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at the officer's pay rate. The remaining one-half of the unused sick days in excess of the maximum carryover amount of thirty-six (36) days shall be placed in a bank to be used towards retirement per IMRF regulations. The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes. Employees who have bank hours credited as of 1993 shall have these hours added to this bank. Bank hours shall be posted annually following each buyout.

At time of retirement, an officer may elect to be paid for all his/her unused active sick days (not in the bank) at 50% of the officer's pay rate or have the days used towards retirement per IMRF regulations.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.01 - Unpaid Leave

The Sheriff may grant a leave of absence without pay to officers for periods not to exceed six (6) months, and such leaves may be extended for good cause for an additional six (6) month period with the approval of the County Board. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave.

Section 11.02 - Benefit Accrual While on Unpaid Leave

No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Sheriff may require substantiation of any leave of absence or any request for a leave of absence.

Section 11.03 - Funeral Leaves

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral, but at no time will this be more than three (3) working days.

Should the death of a family member occur during a vacation period, time off will be allowed either at the end of the vacation or taken at a later date. If the death occurs at the beginning of vacation, the employee shall be allowed to cancel vacation and reschedule at a later date.

Section 11.04 - Personal Day

Each full-time employee of the Sheriff's Department shall receive one (1) personal day per year. Personal days cannot be carried over from one year to the next.

ARTICLE 12 - WAGE RATES

Section 12.01 - Base Wages

Base wages for employees covered under this Agreement shall be in accordance with the following wage schedule.

After initial hire, employees shall be paid at the "Probation" rate. Once their 12-month probation ends, employees shall advance to their "After 1 Year" pay on either January 1, May 1, or September 1 – whichever date is the first to follow the end of their 12-month probation. Thereafter, employees shall receive all subsequent step increases on that same date. For example, an employee hired on March 1, 2019 shall receive his Probation pay until May 1, 2020, at which point he shall receive his "After 1 Year" pay, and then on May 1, 2021 he shall receive his "After 2 Year" pay, etc.

Years of Service	1/1/2017	1/1/2018	1/1/2019	1/1/2020
		3%	3.50%	3%
Probation	\$41,370.28	\$42,611.39	\$44,102.79	\$45,425.87
After 1 Year	\$51,973.76	\$53,532.97	\$55,406.63	\$57,068.83
After 2 Years	\$52,491.56	\$54,066.31	\$55,958.63	\$57,637.39
After 3 Years	\$53,017.38	\$54,607.90	\$56,519.18	\$58,214.75
After 4 Years	\$53,546.64	\$55,153.04	\$57,083.40	\$58,795.90
After 5 Years	\$54,724.29	\$56,366.02	\$58,338.83	\$60,088.99
After 6 Years	\$55,134.42	\$56,788.45	\$58,776.05	\$60,539.33
After 7 Years	\$55,419.66	\$57,082.25	\$59,080.13	\$60,852.53
After 8 Years	\$55,701.47	\$57,372.51	\$59,380.55	\$61,161.97
After 9 Years	\$55,991.30	\$57,671.04	\$59,689.53	\$61,480.21
After 10 Years	\$58,767.04	\$60,530.05	\$62,648.60	\$64,528.06

After 11 Years	\$59,060.31	\$60,832.12	\$62,961.24	\$64,850.08
After 12 Years	\$59,353.58	\$61,134.19	\$63,273.88	\$65,172.10
After 13 Year	\$59,649.14	\$61,438.61	\$63,588.97	\$65,496.63
After 14 Years	\$59,941.26	\$61,739.50	\$63,900.38	\$65,817.39
After 15 Years	\$60,817.62	\$62,642.15	\$64,834.62	\$66,779.66
After 16 Years	\$61,114.33	\$62,947.76	\$65,150.93	\$67,105.46
After 17 Years	\$61,412.19	\$63,254.56	\$65,468.47	\$67,432.52
After 18 Years	\$61,710.03	\$63,561.33	\$65,785.98	\$67,759.56
After 19 Years	\$62,006.74	\$63,866.94	\$66,102.29	\$68,085.35
After 20 Years	\$62,349.27	\$64,219.75	\$66,467.44	\$68,461.46
After 23 Years	\$64,219.99	\$66,146.59	\$68,461.72	\$70,515.57

Wages shall be retroactive, on all hours paid, to January 1, 2018 for all bargaining unit employees employed on or after this date.

Section 12.02 - Education Incentive

Officers covered by this Agreement shall receive incentive pay for advanced degrees, which have been awarded to an officer, and reported by the officer to the executive deputy, by January 1st of each year, according to the following schedule:

Bachelor's Degree:	\$300/yr
Master's Degree:	\$450/yr

Advanced degrees will be in a law-enforcement-related field and must be approved by the Sheriff in order for education-incentive pay to be awarded.

Education-incentive pay will be paid on a prorated basis, with the total amount of education-incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education-incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 12.03 - Divisional Transfer

Officers transferred from the Metro Division to Corrections Division, will, for the first six months of their divisional probation period, remain on their former division Pay Scale at their current step. After completion of six months of service in the new division, the officer will have his/her salary increased to an amount equal to half of the difference between their former division pay and the step on the new division Pay Scale coinciding with their total years of service with the Sheriff's Department. Upon successful completion of the divisional probation, the officers shall be moved to the new division Pay Scale to the step coinciding with their total years of service with the Sheriff's Department.

Officers transferred from the Patrol Division to Corrections Division will be paid on the Corrections Division Pay Scale.

Officers transferring from the Patrol Division or Metro Division to the Corrections Division shall turn in their commission, shall be unsworn, and shall participate in the IMRF pension and not the SLEP pension.

ARTICLE 13 - CLOTHING/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances

a) All uniformed officers covered by this Agreement shall receive a yearly clothing-maintenance allowance of seven hundred eighty-six dollars (\$786.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Sheriff or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms.

b) Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms and clothing being clean/laundered and neat in appearance.

c) Clothing or clothing-maintenance allowance will be paid annually in addition to an officer's base salary.

d) Clothing or clothing-maintenance allowance will be paid on a prorated basis, with the total amount of the allowance divided by the number of pay periods in a calendar year and the quotient added to each officer's paycheck for that year.

e) The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this Article.

Section 13.02 - Equipment Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

ARTICLE 14 - WORKING OUT OF CLASSIFICATION

Any correctional officer who is required to work as a floor supervisor will be paid the difference in salary, such salary adjustment to be made at the end of each month to reflect the time actually worked as floor supervisor. A request form will be completed by the officer each month and signed by the division administrator.

ARTICLE 15 - HEALTH, WELFARE AND RETIREMENT PLANS

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Officer contributions toward the cost of the benefit package will be consistent with county-wide policies and practices.

Any changes in benefits that are consistent with county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement. Any increases in the cost of employee contributions to health and welfare premiums shall be based upon factors pertaining to actual costs of providing health and welfare benefits.

Officers hired on or after December 1, 2015, shall be unsworn and shall participate in the IMRF pension plan and shall not participate in the SLEP pension plan.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.01 - Lodge Visits

Upon prior permission of the Sheriff, authorized representatives of the national or state Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 16.02 - Review of Records

Upon prior written approval of the Sheriff, the Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.03 - Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

Section 16.04 - Definitions

For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

REGULAR, as used to describe an officer or job position, shall be defined as non-probationary.

Section 16.05 - Testing

Drug and alcohol testing in the Department shall be conducted consistent with Appendix C.

Section 16.06 - Fitness for Duty

A joint committee shall be formed with an equal number of management and union employees to review and recommend a fitness testing program to the Sheriff.

Section 16.07 - Residency

Officers hired on or after December 1, 2015, shall comply with County-wide residency policies.

Section 16.08 - Evaluations

Employees shall receive a quarterly evaluation, created by their direct supervisor, which shall fairly and accurately represent the quality of their work. The aggregate of an employee's last four quarterly scores shall account for 100% of their performance evaluation score that is used for promotional purposes. All issues relating to the administration of such evaluations which may arise henceforth shall be addressed and resolved by mutual agreement through Labor/Management meetings. Disputes over evaluation scores may not be grieved; they may be appealed to the Sheriff, but not beyond the Sheriff. The Sheriff shall have the ability to adjust evaluation scores should he decide to do so.

Section 16.09 - Safety

The Employer shall strive to provide employees with a reasonable safe work environment, so far as is feasible under the circumstances.

ARTICLE 17 - OFFICERS' RIGHTS

Section 17.01 - Internal Investigation

If the investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Officers may be represented by a Labor Council representative at any such meeting, in addition to representation provided under the Uniform Peace Officer's Disciplinary Act, when requested by an officer. A reasonable time period will be provided in order for such representation to arrive.

Section 17.02 - Personnel Files

An official personnel file for each officer shall be maintained by the Sheriff at a central location. Each officer shall provide the Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files no more than quarterly, unless involved in matter requiring greater access, subject to prior notification to the Sheriff. Officers may also copy any part of the information found in the

personnel file, subject to reasonable charges for said copies. With an employee's written authorization, a Lodge representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Sheriff.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by a superior officer) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification

The Employer shall hold officers harmless from payment for damages or monies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

Section 17.04 - Discipline Choice Merit Commission/Grievance Procedure

Post-probationary employees shall be disciplined and/or discharged only for just cause.

The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers' Disciplinary Act in conducting any formal investigation as defined in the Act.

The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

Disciplinary action shall be limited to the following:

- a. Oral warning or reprimand;
- b. Written reprimand;
- c. Suspensions;
- d. Discharge.

Discipline shall be administered within a reasonable period of time after the completion of the investigation. Discipline shall not be imposed in such a manner as to embarrass the employee in front of his co-workers or the general public.

All discipline except for reprimands may be grieved. Grievances involving discipline or discharge shall be initiated at Step 3 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action.

The employee shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and regulations. However, the

employee may only avail themselves of a Merit Commission hearing under the circumstances set forth in the St. Clair County Merit Commission Rules, Regulations and Procedures.

The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration under Section 5.03. Grieving a discipline shall be considered an election of the grievance forum.

Such election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee have the right to a hearing in both forums.

ARTICLE 18 - SAVINGS PROVISION - PARTIAL INVALIDITY

Section 18.01 - Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 18.02 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 19 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE 20 - LABOR-MANAGEMENT CONFERENCES

Section 20.01 - Advance Request

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

When an issue of employee or workplace safety is the topic of discussion, the parties agree to waive the seven (7) day notice period and address the subject at the earliest possible

time. It is further understood that complaints of unsafe working conditions shall be filed with the reporting employee's supervisor, with copies forwarded to the division commander and the Sheriff, as soon as possible after the event giving rise to the complaint.

Section 20.02 - Exclusive of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 21 - DUES DEDUCTION

Section 21.01 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, a copy of which is attached hereto as Appendix B, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 21.02 - Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen-day (15-day) period prior to the expiration of this Agreement.

Section 21.03 - Indemnity

The Lodge hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article, including any objection proceeding.

ARTICLE 22 - DURATION

Section 22.01 - Term of Agreement

This Agreement shall be effective from January 1, 2018 and shall remain in full force and effect until December 31, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days or later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written

notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 22.02 - Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 22.03 - Notifications by Certified Mail

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

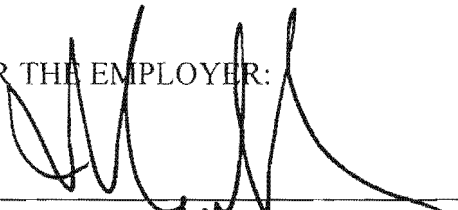
Section 22.04 - Impasse Resolution

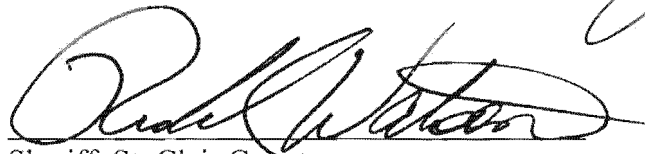
The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14). In the event that the Illinois Public Labor Relations Act requires that the parties participate in interest arbitration, the parties agree to use arbitrators supplied by FMCS rather than the Illinois Labor Relations Board.

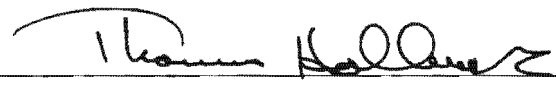
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 8th
day of October, 2019.

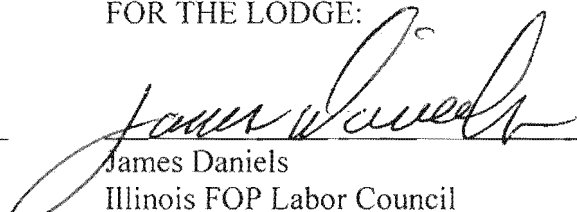
FOR THE EMPLOYER:

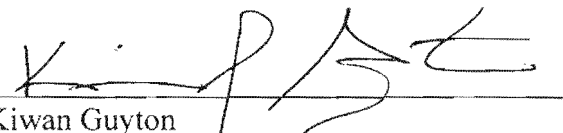

Chairman, St. Clair County Board


Sheriff, St. Clair County

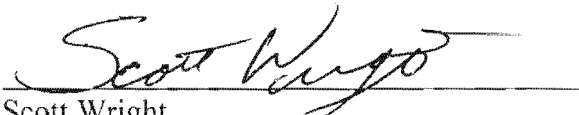

Attest (Seal)

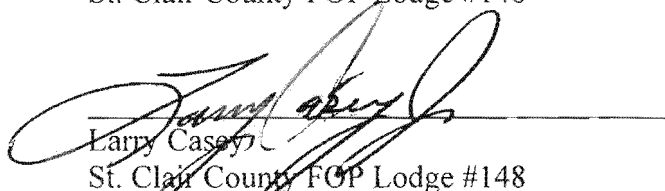
FOR THE LODGE:


James Daniels
Illinois FOP Labor Council


Kiwan Guyton
St. Clair County FOP Lodge #148


Daniel Hill
St. Clair County FOP Lodge #148


Scott Wright
St. Clair County FOP Lodge #148


Larry Casey
St. Clair County FOP Lodge #148



APPENDIX A - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX B - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, St. Clair County Board / St. Clair County Sheriff (Corrections), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. (In addition, I authorize my Employer named hereinabove to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.)

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX C - DRUG TESTING

Section 1 – Drug Testing (Statement of Policy)

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty and to observe the laws they are employed to enforce concerning the use of drugs and alcohol, both on and off duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 – Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol on duty or being under the influence of alcohol while on duty, except in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization.
- (b) possession, use, or being under the influence while on duty of any controlled substances or cannabis.
- (c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee.
- (d) possession of, or selling, purchasing or delivering any illegal drug or controlled substance/cannabis except as part of an authorized criminal investigation.
- (e) failing to report to their immediate supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking.

Section 3 – Drug and Alcohol Testing Permitted

- (a) Where the Employer has reasonable suspicion that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Supervisory personnel who are not members of the bargaining unit shall ascertain whether reasonable suspicion concerning the affected employee exist prior to any order to submit to the testing authorized herein.
- (b) The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the employee in writing prior to the test being ordered.
- (c) Employees shall be mandated for testing in post-traffic accidents or critical incidents.
- (d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire, or for any probationary employee during the probationary period.
- (e) All tested permitted under the provisions of this Appendix shall be performed pursuant to Section 5.

Section 4 – Order to Submit to Testing

At the time an employee is ordered to submit to testing based upon reasonable suspicion, the Employer shall provide the employee with a written notice of the order, setting forth facts and the reasonable inferences drawn from those facts which have formed the basis of the Employer's suspicion. The employee shall be permitted to consult with a representative of the Labor Council at the time the order is given, provided the unavailability of a Labor Council representative shall not serve as a basis for the delay of a test when ordered. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 – Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator;
- (b) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the employees' right to privacy and to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility of the employee's own choosing, and at the employee's own expense, within forty-eight (48) hours of the test results;
- (h) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (i) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and the officer shall be compensated for any period he was relieved from duty, provided that the foregoing shall not restrict the right to discipline an employee for violations of Section 2; both the initial and confirmatory test results are positive for the same sample;

- (j) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.
- (k) For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate the employee to be under the influence of alcohol (note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the Employer shall bear the burden of proof in such cases);
- (l) provide that all drug testing be performed by licensed professionals that are not St. Clair County employees;
- (m) The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in a manner adverse to the employee's interests.

Section 6 – Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance contesting any testing permitted by this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that the employees may have with regard to such testing.

Section 7 – Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 – Random Drug Testing

The Sheriff may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods procedures mutually agreed to by the parties and shall not exceed thirteen (13) officers per month. Selection shall be made from a pool containing all sworn officers (Road and Corrections) except as otherwise provided in this Appendix.

The Union has the right to have one (1) representative present at the random drawing. Upon completion of the testing, the names of the persons tested shall be returned to the pool from which the next random sampling is chosen.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full time officer. Nothing in this Appendix shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an employee prior to their date of hire.

Section 9 – Discipline

- (a) An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer because the employee voluntarily sought treatment. The foregoing is conditioned upon:
 - (1) the employee agreeing to appropriate treatment as determined by the Substance Abuse Professional(s) involved;
 - (2) the employee discontinues his use of illegal drugs or abuse of alcohol;
 - (3) the employee completes the course of treatment prescribed, including an “after-care” group for a period determined by the Substance Abuse Professional(s) prescribing such after-care;
 - (4) the employee agrees to submit to random testing during the period of “after-care”.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol shall be subject to discipline, up to and including discharge.

- (b) Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing shall be grounds for discipline up to and including termination.
- (c) Any officer who tests positive for the presence of illegal drugs or alcohol on both the preliminary and confirmatory tests shall be subjected to discipline up to and including termination from the department.
- (d) Any officer who is found to be under the influence of illegal drugs or alcohol during working hours shall be subjected to discipline up to and including termination from the department. In conducting testing authorized by this Section, the County shall follow the guidelines as established in Section 5 of this Appendix.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee’s current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave if available, or take an unpaid leave of absence, where no paid leave time is available, pending treatment. The foregoing shall not limit the Employer’s right to discipline employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee’s ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty, when available.

Section 10 – Call Out Procedure

The Employer and the Union recognizes that employees may be placed in a conflict where an employee not on standby, and therefore, not prohibited from consuming alcohol or controlled substances pursuant to a prescription while off duty, is subject to an emergency call out during unscheduled, off-duty hours. Where an employee is notified of any emergency call out during unscheduled, off-duty time when not assigned to stand-by, the following procedures shall apply:

- (a) The employee called out shall inform the department representative notifying him if he has consumed alcohol or any lawful drugs or medications during the day preceding the call out, and the extent of impairment to performing duty.
- (b) The department representative in charge of the call out shall determine the employee's condition and fitness for duty, and either assign him to duty, or if the employee is determined to be unfit to work, shall advise the employee, by telephone, that he will not be authorized to work.
- (c) Any employee who reports for call out without complying with (a) above, shall not be allowed to work if he appears to be impaired or under the influence, and may be subject to testing hereunder where reasonable suspicions exist.

APPENDIX D - SENIORITY LIST

<u>Departmental</u>		<u>Divisional</u>	
9/25/1988	Triplett, Cheryl D.	9/26/1988	Triplett, Cheryl D.
2/11/1990	Humphrey, Don A.	2/11/1990	Humphrey, Don A.
8/26/1990	McCall, Yvonne D.	8/26/1990	McCall, Yvonne D.
1/13/1997	Ripperda, Michael B.	1/13/1997	Ripperda, Michael B.
8/31/1998	Sheldon, Scott A.	4/12/1999	Pea, John T.
4/12/1999	Pea, John T.	5/9/1999	Chambers, Shana D.
5/9/1999	Chambers, Shana D.	1/7/2001	Sheldon, Scott A.
7/2/2001	Wright, Scott M.	8/26/2001	Harris, Mark J.
8/26/2001	Harris, Mark J.	10/7/2001	Reed, Antoinette
10/7/2001	Reed, Antoinette	11/4/2001	Sims, Michael L.
10/22/2001	Jenks, Jason M.	9/22/2002	Jenks, Jason M.
11/4/2001	Sims, Michael L.	9/21/2003	Hight, Jerry R.
9/21/2003	Hight, Jerry R.	11/30/2003	Miller, John P.
11/30/2003	Miller, John P.	2/19/2006	Wilson, Rodney
1/3/2005	Germaine, Charles E.	4/30/2007	Riley, Levester A.
2/19/2006	Wilson, Rodney	9/30/2007	Wright, Scott M.
3/18/2007	Fulton, Patrick W.	1/7/2008	Walter, Eric L.
4/30/2007	Riley, Levester A.	2/18/2008	Friederich, Steven J.
1/7/2008	Walter, Eric L.	8/15/2010	Germaine, Charles E.
2/18/2008	Friedrich, Steven J.	8/15/2010	Reed, Richard D.
4/14/2008	Sabo, Brian J.	11/21/2010	Fulton, Patrick W.
6/22/2009	Rivera, Leslie A.	12/5/2010	Brueggeman, Dane J.
8/15/2010	Reed, Richard D.	6/20/2011	Lanzante, Christopher S.
12/5/2010	Brueggeman, Dane J.	8/28/2011	Burns, Ashley
6/20/2011	Lanzante, Christopher S.	8/28/2011	Lanzante, Michael A.
7/5/2011	Reed, Kayla	8/29/2011	Liebig, Nicole D.
8/28/2011	Burns, Ashley	10/9/2011	Casey, Larry S.
8/28/2011	Lanzante, Michael A.	10/24/2011	Rivera, Leslie A.
8/29/2011	Liebig, Nicole D.	3/12/2012	Sabo, Brian J.
10/9/2011	Casey, Larry S.	9/9/2012	Brown, Anthony S.
9/9/2012	Brown, Anthony S.	9/24/2012	Knyff, Jon N.
9/24/2012	Knyff, Jon N.	4/21/2013	Herndon, Steven C.
4/21/2013	Herndon, Steven C.	6/14/2015	Reed, Kayla
9/20/2015	Funk, Brianne	9/20/2015	Funk, Brianne
7/10/2016	Stroud, Scott		Stroud, Scott

8/22/2016 Mosley, Alycia
10/2/2016 Johnson, Blake
10/16/2016 Kempf, Michael
12/25/2016 Smith, Richard
12/26/2016 Fordson, Michael
5/14/2017 Carter, Will
9/17/2017 Harmon, Joshua
9/18/2017 Zirkelbach, Logan
9/30/2018 Tharpe, Vernon
Gilmore, Adrienne

Mosley, Alycia
Johnson, Blake
Kempf, Michael
Smith, Richard
Fordson, Michael
Carter, Will
Harmon, Joshua
Zirkelbach, Logan
Tharpe, Vernon
Gilmore, Adrienne

ILLINOIS FOP LABOR COUNCIL

and

ST. CLAIR COUNTY BOARD / ST. CLAIR COUNTY SHERIFF

**F.O.P. Lodge #148
Road Deputies Unit**

January 1, 2018 – December 31, 2020

Springfield - Phone: 217-698-9433 / Fax: 217-698-9487
Western Springs - Phone: 708-784-1010 / Fax: 708-784-0058
Web Address: www.fop.org
24-hour Critical Incident Hot Line: 877-IFOP911



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PREAMBLE

This Agreement is entered into by and between the County Board and the Sheriff of St. Clair County, Illinois (herein referred to as the "EMPLOYER") and the Fraternal Order of Police St. Clair County Sheriff's Police Lodge No. 148 and the Illinois FOP Labor Council (hereinafter referred to as the "LODGE").

It is the intent and purpose of the parties to this Agreement to set forth herein their entire agreement covering rates of pay, wages, hours of employment, and other conditions of employment; to achieve and maintain harmonious relations between the Employer and the Lodge; and to provide for the prompt and fair settlement of grievances without any interruption of, or other interference with, the operation of the Sheriff's Department.

It is the Employer's and Lodge's desire to provide the people of St. Clair County, Illinois, with the highest quality service by mutual agreement through good faith negotiations.

ARTICLE 1 - RECOGNITION

Section 1.01

The Employer recognizes the Lodge as the sole and exclusive collective bargaining representative for the purpose of establishing wages, hours, and other conditions of employment of all officers in the bargaining unit. The bargaining unit shall include: all sworn deputy peace officers below the rank of sergeant as certified by the Illinois State Labor Relations Board in Case No. S-UC-99-018. All other positions shall be EXCLUDED from the above described bargaining unit as well as any others excluded by the Illinois Public Labor Relations Act, 1984; P.A. 83-1012; 5 ILCS 315/1 (et al).

Section 1.02

Pursuant to applicable statutory mandates and the Rules, Regulations and Procedures of the St. Clair County Sheriff's Department Merit Commission, employees hired must serve an initial probationary period. Such probationary employees are covered by the terms and conditions of this Agreement, except that the Sheriff may discipline or discharge a probationary employee at will. The probationary period commences on the date the employee is appointed and ends after twelve (12) months.

Employees transferred from the corrections division to the patrol division or metro division and employees transferred from the metro division to the patrol division also serve a special twelve (12) month probationary period. If such employees do not complete their probationary period, the employees are returned to their former division.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 2.01

The Lodge recognizes that the Employer possesses the sole and exclusive right to operate and direct the officers of the St. Clair County Sheriff's Department, in all aspects, including, but not limited to, all rights and authority granted by law. Except as otherwise expressly stated herein, St. Clair County policies are not to be considered a part of this Agreement.

Management rights include, but are not limited to, the right:

- a. To maintain executive management and administrative control of the Department and its properties and facilities and the staff;
- b. To plan, direct, control, assign and determine the operations or services to be conducted by officers of the St. Clair County Sheriff's Department;
- c. To determine the methods, processes, means, job classifications and number of personnel by which the Sheriff's Department operations are to be conducted;
- d. To select, hire, promote, schedule, train, transfer, assign and evaluate work, of bargaining unit officers;
- e. To direct and supervise the entire working force of the Department, including the establishment of work standards;
- f. To demote, suspend, discipline or discharge officers for just cause;
- g. To make, add, delete, alter and enforce procedures, rules and regulations;
- h. To introduce new or improved methods, equipment or facilities;
- i. To contract out for goods and services.

The County has the sole authority to determine the purpose and mission of the St. Clair County Sheriff's Department and the amount of budget to be adopted thereto.

Section 2.02 - Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity shall seek prior approval for such employment from the Employer.

Any employee working for an entity shall hold the Employer harmless against any and all claims, demands, suits or other forms of liability involving his or her work for any other entity.

In the event an employee is employed by any entity, said employment shall not affect the performance of his/her duties, nor shall such other employment interfere with any operations of the Employer, nor affect an employee's availability for call-outs, nor shall it constitute, nor

appear to constitute, a conflict of interest with employment for St. Clair County. Should the Employer determine that an officer's outside employment does not conform to the requirements set forth in this Section; the Employer may order the employee to terminate the outside employment, subject to reasonable notice, with an explanation as to the order.

Section 2.03 - Civil-Emergency Conditions

If, at the sole discretion of the Employer, it is determined that extreme civil-emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice to a Lodge representative at a practical time, the provisions of this Agreement may be suspended by the Employer during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that the provisions of this Section shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by Sections 17.01 (Internal Investigation) and 17.03 (Indemnification) of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

ARTICLE 3 - NO STRIKE

Section 3.01 - No-Strike Commitment

During the term of this Agreement, neither the Lodge nor its agents nor any employee covered by the terms of this Agreement, for any reason, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, unauthorized absence, unlawful picketing, "work-to-rule" action, strike, refusal to cross a picket line while on duty, nor any other intentional interference with the operations, statutory functions or obligations of the Employer.

Section 3.02 - Resumption of Operations

In the event of action prohibited by Section 3.01 above, the Lodge immediately shall disavow such action and request the officers to return to work and shall use its best efforts to achieve a prompt resumption of normal operations. The Lodge, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 3.03 - Lodge Liability

Upon the failure of the Lodge to comply with the provisions of Section 3.02 above, any agent or official of the Lodge who is an officer covered by this Agreement shall be subject to the provisions of Section 3.04, below.

Section 3.04 - Discipline of Strikers

Any officer who violates the provisions of Section 3.01 of this Article shall be subject to immediate discharge. Any action taken by the Employer against any officer who participates in action prohibited by Section 3.01, above, shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure, except that the issue of

whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure.

ARTICLE 4 - NONDISCRIMINATION

Section 4.01

Neither the Employer nor the Lodge shall discriminate against any officer covered by this Agreement in a manner which would violate any applicable laws. All claims of discrimination must be pursued thru the appropriate administrative agency and are not grievable.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 5.01 - Definition

A grievance is defined as a dispute or difference of opinion between an officer or group of officers (with respect to a single common issue) covered by this Agreement, or the Lodge on behalf of the officer(s), and the Employer with respect to the meaning, interpretation or application of an express provision or provisions of this Agreement as written which involves, as to the grievant, an alleged violation of an express provision of this Agreement. The Lodge may file a grievance directly at Step 3 if there is no single immediate supervisor or division administrator common to all the officers affected by the grievance.

Nothing contained herein will be construed as limiting the right of any officer having a grievance to discuss the matter informally with any appropriate supervisor, and having the grievance adjusted without intervention of the Lodge, provided the adjustment is not inconsistent with the terms and meaning of this Agreement.

Section 5.02 - General Rules

1. Unless a grievance is filed in a timely manner, it shall be deemed waived. Unless a grievance decision is appealed within the designated time limits, it shall be deemed resolved at the last response.
2. Any and all grievances must be filed in writing on a form identical to that attached hereto as Appendix A. All appeals and responses to the grievance shall be recorded thereupon and/or made with attachments thereto.
3. Time limits may be extended by agreement of the parties at the respective step in the procedure. However, such extension shall be to a date certain.
4. When a grievance is filed, it shall name the officer(s) involved, set forth the nature of the grievance, identify the facts upon which it is based and the express provision(s) of the Agreement allegedly violated, state the contention of the officer with respect to said provision(s), indicate the relief requested and be signed and dated by one or more of the officer(s) affected. Responses to the grievance shall be made to the first officer who signed the grievance.

5. Non-economic past practices not covered by the terms of this Agreement are extinguished upon the date of its execution; past practices may be used by the parties to establish the meaning, interpretation or application of the Agreement.

Section 5.03 - Procedure for Filing Grievances

A grievance shall be processed and resolved in the following manner. Grievances shall not be processed unless filed within the specified time period.

Step 1 - Immediate Supervisor The grievance shall be raised orally with the affected officers' immediate supervisor who is outside the bargaining unit, within five (5) business days on which the officer worked from the date of the first occurrence which had an application to that officer which gives rise to the complaint. Grievances should be raised with the first supervisor/administrator who has the authority to remedy the grievance; however, failure to identify the proper authority shall not be cause to waive the grievance. The supervisor/administrator shall respond to the officer within five (5) business days of receipt of the grievance.

Step 2 - Division Administrator If the grievance is not resolved at Step 1, a written appeal may be filed with his division administrator or the administrator's designee. The appeal shall be filed within ten (10) business days after receipt of the Step-1 response, or within ten (10) business days after the Step-1 response was due.

Division administrators shall include the Undersheriff, Chief Deputy, or the Jail Superintendent. Upon receipt of the properly filed written appeal, the appropriate division administrator or the administrator's designee shall meet with the officer to review the grievance. Within ten (10) business days of the receipt of the Step-2 appeal, the administrator will render a decision in writing to the officer.

Step 3 - Sheriff If the grievance is not resolved at Step 2, a written appeal may be filed with the Sheriff. The written appeal will be filed within ten (10) business days after the receipt of the Step-2 response, or within ten (10) business days after the Step-2 response was due.

Within ten (10) business days after receipt of the properly filed, written grievance, the Sheriff or his designee shall meet with the grievant and/or the Lodge to review the complaint. The Sheriff will issue a decision regarding the grievance within ten (10) business days after the meeting with the grievant.

Step 4 - Labor-Management Committee If the grievance is not resolved at Step 3, the written grievance may be appealed to the St. Clair County Board's Labor-Management Committee within ten (10) business days of the date of the Step-3 response, or within ten (10) business days after the Step-3 response was due.

The Labor-Management Committee or its designee shall schedule a meeting on the grievance within thirty days after it receives the grievance, unless unusual circumstances arise. The meeting shall be closed to the press and the public. If the grievance is settled

as a result of such meeting, the settlement shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances. If no settlement is reached, the Committee, or its designee, shall give its response to the grievant(s) within ten (10) business days following the meeting. In any case, Step 4 shall be completed no later than forty-five (45) calendar days after the written grievance is filed at this Step, unless the parties agree to a written extension thereof. If the Lodge has received no response within 45 calendar days, the Lodge may elect to advance the grievance to Step 5 or Step 6.

Step 5 - Mediation If the grievance is not satisfactorily resolved at Step 4, it may, by mutual agreement only, be submitted for mediation within fifteen (15) business days after receipt of the Committee's Step 4 response, or within fifteen (15) business days after the Step-4 response was due. The parties shall jointly submit a written request to the Federal Mediation and Conciliation Service (FMCS) requesting the services of mediator for grievance mediation. The grievance mediation shall be held at a time and place mutually agreeable to the parties and the mediator in an attempt to satisfactorily settle the grievance.

Proceedings before the mediator shall be informal, and he/she will have the right to meet jointly and/or separately with any person or persons at the grievance-mediation conference. The mediator shall assist the parties in an attempt to reach a voluntary settlement. If the parties reach a settlement, it shall be reduced to writing and signed by the parties. Nothing herein shall prevent the Lodge and the Employer from entering into any settlement that would not set a precedent for other grievances.

If the parties choose to use this voluntary process, mediation may be completed at any time by receipt of written notice that one party wishes to terminate this step.

Step 6 - Arbitration If the grievance is not resolved as a result of Step 4 or 5, as the case may be, the Lodge may request in writing, within ten (10) business days after the mediation is completed, or, if mediation was not agreed to, within ten (10) business days after the Step-4 response, or within ten (10) business days after the Step-4 response was due, that the grievance be submitted to binding arbitration. The request by the Lodge must be made within ten (10) business days of completion of the last appropriate step. In the event the Lodge requests arbitration, the parties shall jointly request the FMCS to supply a list of seven (7) arbitrators. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the dispute.

The parties shall contact one another concerning selection of an arbitrator within ten (10) business days after receipt of the list from FMCS. However, either party may reject one (1) entire list before any selection is indicated by either party. Both the Employer and the Lodge shall have the right to strike three (3) names from the list. Each party shall alternately strike a name from the list, with a coin toss determining who strikes the first

name, the other party striking the second name, and so on, until one name is remaining from the list.

The person whose name remains unstricken from the list shall be the arbitrator.

Once the arbitrator has been selected, the parties shall jointly notify him/her in writing requesting that a hearing be held at the earliest dates(s) upon which the parties can agree. The parties shall attach a copy of this Article and any other relevant portions of this Agreement to the notification sent to the arbitrator. Once an agreed date is appointed, the parties shall jointly arrange for the services of a court reporter for the arbitration hearing, provided the arbitrator requests said services be provided.

Each party shall bear the expenses and fees of its representatives and witnesses. The parties shall share equally the expenses and fees of the arbitrator, a transcript for the arbitrator, the court reporter and the hearing room, if any. Unless otherwise agreed, the hearing shall be held in St. Clair County. The arbitration hearing shall be closed to the public and the press. Each party shall be responsible for the cost of purchasing its own copy of the written transcript.

Section 5.04 - Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to nor subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him/her by the parties and shall have no authority to make a decision on any issue not so submitted to him/her. The arbitrator shall have the power to determine the issue raised by the grievance as submitted in writing at Step 1. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law. The arbitrator shall submit his decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree, to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Section 5.05 - Time Limits

No grievance shall be processed unless it is submitted in a timely manner pursuant to Section 5.03, Step 1. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer fails to answer a grievance or an appeal thereof within the specified time limits, the officer or the Lodge may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limits in each step may be extended by written agreement of the Employer and the officer or Lodge representative.

In computing time limits under this Article, the first business day of a time limit shall be the first business day on which the officer worked from the date of the first occurrence which had application to that officer, or the business day on which the grievance is filed or appealed, or the business day on which a response, to be prescribed by a particular step, is given or is due to be given by the Employer. The last business day of a time limit shall be deemed to end on 5:00 p.m. on that business day.

For the purposes of this Agreement, "business" day shall be defined as a day on which the St. Clair County Building is open for regular business to the public, Monday through Friday, from the hours of 8:00 a.m. to 5:00 p.m. local time, excluding holidays as defined in Article 8, Section 8.01, of this Agreement.

Section 5.06 - Waiver of Procedure

Any officer who uses this procedure waives all other review procedures that the officer or the Lodge may possess to review the allegations raised by the grievance. An officer who seeks to process a matter grievable hereunder, under any other procedure waives all rights to review the allegations that may be raised by a grievance filed hereunder. The Lodge agrees not to process such a grievance under this Agreement beyond the date set for commencement of the arbitration proceeding under Section 5.03, Step 6. The waiver form to be used is set out as Appendix A. The provisions of this Section are applicable only if the grievance is advanced beyond Step 2 of the grievance procedure herein.

Section 5.07 - Grievance Processing

Reasonable time while on duty shall be permitted to a Lodge representative for the purpose of assisting an officer in the processing of grievances as set forth in this Article, and such mutually agreed-to time shall be without loss of pay. However, under no circumstances shall the processing of grievances result in overtime compensation to any officer provided, however, that the officer must obtain prior approval from the appropriate supervisor for said time off. Such approval shall not be unreasonably withheld.

Section 5.08 - Representation

An officer shall present a grievance personally at Step 1 of this procedure. During any step of the procedure after Step 1, however, the officer may be represented by the Lodge. Grievance settlements shall be reduced to writing and signed by the Employer, the Labor Council and the grievant(s).

ARTICLE 6 - HOURS AND OVERTIME

Section 6.01 - Work Period

The Employer and the Lodge agree that the Sheriff shall retain the right to establish the scheduled workday which will consist of no more than twelve (12) consecutive hours of work in any twenty-four-hour (24-hour) period, with the exception of shift rotations. At no time will an officer be regularly scheduled to work consecutive shifts.

The normal work period for officers covered by this Agreement shall be defined as twenty-eight (28) consecutive days beginning at 12:01 a.m. on a Sunday. The normal work period shall consist of one hundred sixty (160) scheduled work hours in a twenty-eight-day (28-day) period.

Overtime compensation shall be given for all hours in excess of the scheduled workday as established by the Sheriff, or one hundred sixty-four (164) hours of work in the twenty-eight-day (28-day) work period, in accordance with the Fair Labor Standards Act. Hours worked in excess of one hundred sixty (160) hours but less than or equal to one hundred sixty-four (164) hours shall be compensated at the straight-time rate in addition to base pay.

Section 6.02 - Overtime

Officers covered by this Agreement shall be compensated at the premium-compensation rate of one and one-half (1-1/2) times their regular straight-time hourly rate of pay for all authorized hours in excess of one hundred sixty-four (164) hours' time actually worked in a twenty-eight-day (28-day) work period. "Straight-time hourly rate" shall be defined as the officer's base annual wage divided by 2,080 hours. The Sheriff has the exclusive right to determine when and if overtime is needed and the number of officers needed to complete the job. Overtime and special assignments that are known about seven (7) or more days ahead of time will be posted on the bulletin board to allow officers notice of the same. Sick, holiday or other paid or unpaid leaves, in addition to standby time, shall not be included in computing the time worked in a work period for the purpose of overtime payment; however vacation leave and compensatory time shall be included in computing the time worked in a work period for the purpose of overtime payment.

Section 6.03 - Compensatory Time

Officers shall have the right to choose whether to be compensated for overtime worked by cash payments or compensatory time off. Management reserves the right to buyout compensatory time as set forth in this Section.

All claims for compensatory time or cash overtime shall be made within five (5) calendar days after the time worked. If an assignment is two or more consecutive days in length, the claim shall be made within five (5) calendar days after the final day of the assignment.

Officers covered by this Agreement shall be allowed to accumulate up to forty (40) hours of compensatory time, which shall not be subject to the buy-out provisions, unless mutually agreed upon by the officer and the Employer.

Compensatory time will be calculated at the same rate as overtime pay. The maximum accumulation of compensatory time shall be four hundred-eighty (480) hours.

Section 6.04 - Premium Compensation

For the purposes of this Agreement, "premium compensation" is defined as any rate of compensation in excess of an employee's regular straight-time rate of compensation. Premium compensation for overtime work shall be governed by applicable law and pertinent sections of this Agreement and shall be based on hours actually worked. There shall be no pyramiding of

premium compensation. "No pyramiding of premium compensation" means that premium compensation shall not be made more than once for the same hours under any provision of this Agreement.

Section 6.05 - Use of Compensatory Time

Any employee covered by this Agreement shall not be required to take compensatory time off or to have their shifts modified, unless by mutual agreement, for the sole purpose of preventing overtime payments pursuant to this Agreement. Compensatory time off shall be taken in such blocks of time which are mutually agreeable to the Employer and the employee. Compensatory time use may be restricted when the operations of the Sheriff's Department are impaired as provided by the Fair Labor Standards Act.

Notwithstanding the above, if any officer has accrued compensatory time in excess of one hundred twenty (120) hours, then within a 90-day period immediately following accrual of the amount in excess of 120 hours, the Employer may request the employee to schedule time off, subject to approval by the Employer, to reduce accumulated compensatory time.

If the employee fails to make a reasonable effort to use the excess compensatory time within said 90-day period, then during the next 90 days, the Employer shall have the right to schedule the employee to use the compensatory time in excess of 120 hours.

If the Employer exercises its right to schedule an employee off to reduce accrued compensatory time in excess of 120 hours, it shall schedule such time off in increments of full shifts unless otherwise mutually agreed by the Employer and the employee affected.

Section 6.06 - Call Back

A call-back is an official assignment of work that does not continuously precede or follow an officer's regularly scheduled work hours. Officers reporting back to work on a call-back shall be compensated for a minimum of two hours at the overtime rate of pay or be compensated for actual hours worked at the overtime rate of pay, whichever is higher.

Section 6.07 - Work Schedule

When an employee attends a training session during the time that the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee may be ordered to appear at work prior to or after the training session to complete his/her full work-shift.

When an employee attends a training session during the time that the employee is not scheduled to work, the employee's time in attendance, including the lunch period if any, and travel to-and-from will be compensated at the appropriate rate of pay.

When an employee attends a training session during the time that the employee is not scheduled to work, but nonetheless on a day on which the employee is scheduled to work, the employee's time in attendance, lunch period and travel to-and-from will be compensated at the appropriate rate of pay. At the Employer's discretion, the employee's work schedule may be

altered to ensure the safety of the employee and others is not compromised due to the potential for fatigue. If the employee's schedule is altered, the employee will be given the opportunity to use compensatory time to replace the hours lost scheduling.

When the Employer must compensate for travel for training, the calculation shall be based upon the distance to and from the St. Clair County Jail (which may be computed by GPS), at a formula of one minute for every mile.

Section 6.08 - Shift Rotations

The Employer shall rotate the shifts of employees working twelve (12) hour shifts every four (4) twenty-eight (28) day periods (or three times per year).

ARTICLE 7 - SENIORITY

Section 7.01 - Definition of Seniority

Departmental seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last date of hire, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Departmental seniority shall be used as the basis for computation of vacation, sick leave allowances and the wage matrix.

Divisional seniority shall, for the purpose of this Agreement, be defined as an officer's length of continuous service within the Sheriff's Department since his/her last transfer or hire into the division, less any adjustments due to layoff, approved leaves of absence, suspensions or other breaks in continuous service. Divisional seniority shall be used as the basis for selection of annual vacations and other approved time off if more than one officer has submitted a dated written request for the same time off. If two or more bargaining unit members have the same divisional seniority, departmental seniority shall be used as a tiebreaker. If after the use of departmental seniority there are still ties, alphabetical order of last name shall determine divisional seniority.

For purposes of this Article, there are only three (3) divisions: patrol (which includes all assignments given to deputies, i.e., Road Patrol, Investigations, MetroLink, etc.), metro, and corrections. In the event an officer is transferred from one division to the other, he/she enters the new division as the officer with the least divisional seniority; however, the transferred officer does not lose his/her departmental seniority. If the officer then returns to his original division, he/she will retain all his/her service time as if he/she never left the division. If an officer is promoted out of the bargaining unit(s) and then returns, the officer will not receive any divisional seniority credit for the time spent in the promoted rank but will retain the divisional seniority credit for the time originally spent in the division.

Except as otherwise provided herein, seniority for promotion and other purposes is within the control and jurisdiction of the St. Clair County Sheriff's Merit Commission.

Section 7.02 - Computation of Seniority

Consistent with any applicable Merit Commission rules, the computation of seniority shall be subject to the following:

- a. Continuous paid service shall include vacations and military service honorably completed.
- b. In the event an officer accepts a police disability pension which is later terminated, and the officer returns to the Department's active service, the officer shall be entitled to the accumulated seniority which existed at the time he/she was placed on disability pension.

Section 7.03 - Termination of Seniority

Consistent with the currently applicable rules and regulations of the Merit Commission, seniority and the employment relationship shall be terminated when an officer:

- a. quits, or
- b. is discharged, or
- c. retires or is retired, or
- d. is laid off and fails to report to work within fourteen (14) calendar days after having been recalled. (Provided, further, that the officer must have notified the Department of his/her intention to return within five (5) calendar days after receiving the notice of recall. All notices are to be by certified mail. The Department may at its discretion grant additional time to return to work.), or
- e. does not report to work at his/her scheduled time for his/her first scheduled work day after the termination of an authorized leave of absence, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction, or
- f. is absent without notifying the Department in accordance with Sheriff's Department procedure, unless the employee can demonstrate extenuating circumstances that prevented him/her to the Sheriff's satisfaction.

Section 7.04 - Seniority List

The Employer shall prepare a list setting forth the present Departmental seniority dates and Divisional seniority dates for all officers covered by this Agreement which shall become effective on or after the date of execution of this Agreement. Such list shall finally resolve all questions of seniority affecting officers covered under this Agreement or employed at the time the Agreement becomes effective. An officer objecting to his/her numerical placement on the seniority list will forward an objection in writing stating his/her reasons within fourteen (14) days of the date of posting. The written objection will be filed with the Executive Deputy. If an

officer does not file an objection, the list shall stand approved as posted. Said list shall be attached to the Agreement as "Appendix D".

Section 7.05 - Layoffs

Should the Employer find it necessary to lay off officers, it shall be done on the basis of seniority within the Division: that is, the person with the least seniority in the Division shall be the first to be laid off. However, no patrol division deputy shall be laid off while any metro division deputy, as described in Section 16.06, is still employed. Officers shall be recalled in the order of seniority. Any officer being laid off will receive a written notice at least thirty (30) calendar days prior to its effective date, with the exception as the result of a reduction in force at Metro-Link, written notice of at least ten (10) calendar days prior to its effective date shall be given of the reduction in force. All employees hired into the metro division as described in Section 16.06 must be laid off before any regular patrol division deputy may be laid off. No metro division deputy as described in Section 16.06 may be recalled from layoff until all laid-off regular patrol division deputies have been recalled.

ARTICLE 8 - HOLIDAYS

Section 8.01 - Number of Holidays

The following shall be considered holidays for eligible regular full-time officers:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	General Election Day in November (even-numbered years only)
President's Day	Thanksgiving Day
Spring Holiday	Thanksgiving Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

Dates of observance of holidays listed above shall be designated annually by the St. Clair County Board. Employees working a seven-day/twenty-four hour a day schedule shall observe holidays on their legal dates. Employees working a five-day/eight-hour/weekends off/business schedule shall observe the holidays on the dates designated by the St. Clair County Board.

Section 8.02 - Holiday Pay Credit

A. Worked Holiday An eligible officer required to work on an observed holiday, in addition to his/her regular day's pay, shall be credited for the holiday at the rate of time and one-half (1-1/2) for all hours worked on a holiday shift. Such credited hours shall be paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday in the calendar year during which the holiday credit was earned.

B. Un-worked Holiday An eligible officer who is not scheduled to work on an observed holiday will be compensated at the regular straight-time rate for eight (8) hours, except an eligible officer who is regularly scheduled to work twelve (12) hour shifts will be compensated at the regular straight-time rate for twelve (12) hours. Such credited hours shall be

paid to the appropriate officers with the first payroll check issued in February of the following year. The amount of payment is to be calculated at each officer's rate of pay in effect on the last payday of the calendar year during which the holiday credit was earned.

C. Holiday Pay Rules Only those officers whose shift starts on a holiday are eligible for the extra time-and-a-half holiday pay under subsection A above. Officers who do not work on a holiday and those officers whose shift does not start on a holiday, but still work during a holiday, are entitled to the straight-time pay of their regularly-scheduled hours in addition to their regular rate of pay under subsection B above.

D. Use of Holiday Time Officers, with approval, shall have the right to use holiday time prior to the last payday of the calendar year during which the holiday was earned, with the remaining unused holiday time paid with the first payroll check in February of the following year. Officers requesting holiday time off shall receive written approval or denial within five (5) days from the date of the request.

E. Holiday Scheduling Employer reserves the right to schedule any officer off on a holiday(s). However, if an officer is scheduled off on a holiday when his/her normal schedule would have required him/her to work the holiday, one of the following two provisions will apply: 1) if an officer is scheduled off with 72 or more hours advance-of holiday notice, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday; or 2) if less than 72 hours advance notice is given, the officer will receive straight-time compensation for the amount of hours he/she would have been scheduled to work on the holiday, plus 25% of that same number of hours (for example: if less than 72 hours notice is given, officer who was scheduled to work a 12-hour shift will receive 15 hours compensation; if scheduled to work a 10-hr shift, officer will receive 12.5 hours compensation; if scheduled to work an 8-hour shift, officer will receive 10 hours compensation; etc.).

Section 8.03 - Eligibility

In order for an officer to be "eligible", as that term is used in this Article, for holiday pay credit, the officer must work his/her last scheduled day before and first scheduled day after the holiday.

Section 8.04 - Holiday During Prior Approved Time Off

In the event a holiday occurs when an officer is on prior approved time off, such holiday shall be credited to the officer in accordance with Section 8.02 B, above.

ARTICLE 9 - VACATION

Section 9.01 - Eligibility

All regular, full-time officers shall earn vacation time. Officers shall be eligible to take paid vacation after one year's continuous employment with the Sheriff's Department.

No officer shall be eligible to receive any benefits under this Article if he/she quits or resigns from the employment of the Department without giving two (2) weeks' notice in writing of his/her intention to resign. If a two-week notice is not given by the officer to the Employer,

then the vacation time which would have been awarded to the officer for his/her current year of employment, during which he/she quits or resigns, shall be forfeited by the officer.

If an officer gives two (2) weeks' notice of his/her intention to resign, he/she will receive vacation credit prorated for that portion of the year, of employment which he/she worked (e.g., if an officer would have earned 80 hours of vacation leave during a year in which he/she resigns, and works one-half of the year of employment before giving his/her two-week notice, he/she will receive 40 hours of vacation leave compensation).

Section 9.02 - Accrual

Eligible officers shall earn vacation time in accordance with the following schedule:

- a. from the date of hire until completion of five (5) years of continuous service: eighty (80) hours per year;
- b. from the completion of five (5) years of continuous service: one hundred twenty (120) hours per year.
- c. from completion of twelve (12) years of continuous service: one hundred sixty (160) hours per year.
- d. from completion of twenty (20) years of continuous service: two hundred (200) hours per year.

Section 9.03 - Vacation Scheduling

On or before December 1 of each year, the Employer shall post a vacation sign-up sheet for each shift and unit. Officers shall select vacation leave in one-calendar-week increments, said increments being from 12:00 a.m. Monday to 12:00 a.m. the Monday immediately following, to be taken during the upcoming calendar year. The number of officers permitted off duty at any time shall be determined by division commanders. During the first thirty (30) calendar days the sign-up sheet is posted, divisional seniority, as defined in Section 7.01, shall be used to determine who is entitled to a particular week or weeks of leave. After said 30-day period, vacations shall be scheduled on a first-come, first-served basis, and seniority shall not be used to determine who is entitled to a particular week for vacation leave, except for requests for the same time periods submitted on the same day. Employees shall be allowed to use compensatory time and holiday time to complete a vacation period.

The requirement to pay overtime to fill a vacancy of an employee utilizing vacation time requested after the annual 30-day period (but not less than 30 days prior to the requested time-off) shall not alone cause the denial of the time-off request.

Notwithstanding the above, supervisor time off shall not impact the approval or denial of employee vacation requested during the annual 30-day period. A master list of all approved vacation time for the year shall be posted on the FOP Bulletin Board.

Section 9.04 - Carry-over

Officers shall be permitted to carry over from one anniversary year of continuous service to the next up to one continuous-service years' worth of vacation leave (e.g., if the officer is accumulating vacation leave at the rate of 80 hours for each completed year of continuous service, that officer may carry over no more than 80 hours of vacation leave from one anniversary year to the next). The foregoing may be carried over without filing any written request to do so. For purposes of this Section, anniversary year is defined as beginning with the last hire date of an officer, less any adjustments, until the officer completes one full calendar year of continuous service, and any calendar year thereafter during which the officer is employed on a continuous, full-time basis.

At no time shall more than one continuous-service years' worth of vacation be carried over from one anniversary year to the next without permission of the Sheriff, except in those cases when scheduled vacation-leave time was refused or cancelled by the Employer, and the officer cannot be rescheduled at a time mutually agreeable to the Employer and the officer. In the aforesaid case when a leave has been so cancelled or refused, said cancelled or refused time shall be allowed to be carried over in addition to the maximum accumulated amount referenced in the paragraph immediately above.

Vacation time in excess of that amount permitted to be carried over automatically may be carried over upon written request filed with the Sheriff not later than December 1 of the respective year. Requests for additional carry-over shall be directed to the Sheriff, who shall respond within fourteen (14) calendar days in writing to the officer stating either:

- a. the officer is permitted to carry over additional vacation time, or;
- b. the Employer will not permit such additional carry-over, in which case the Employer shall promptly pay the officer at his/her current rate of pay for such vacation time.

In the event an officer has failed to take vacation time for two years, the Sheriff may advise the officer that he/she must schedule vacation time off within the next ninety (90) calendar days, subject to approval by the Employer. If the officer fails to make a reasonable effort to so schedule vacation time during such 90-day period, the Sheriff shall have the right to assign vacation time off in full-shift increments, unless otherwise mutually agreed by the Employer and the officer.

No officer shall suffer any loss of vacation or compensatory time under this Section or Section 6.05 (Use of Compensatory Time) without being compensated therefore.

In the event of a dispute regarding earned or accrued vacation leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued vacation leave.

ARTICLE 10 - SICK LEAVE

Section 10.01 - Amount

All regular, full-time officers shall accumulate eight (8) hours of sick leave for each month's service. Effective January 1, 2007, all regular, full-time officers shall accumulate six and two-thirds (6-2/3) hours of sick leave for each month's service. Effective January 1, 2008, all regular, full-time officers shall accumulate five and one-third (5-1/3) hours of sick leave for each month's service. Sick leave may be used for illness, non-duty-related disability or injury of the officer.

Section 10.02 - Carry-over

Officers shall be able to carry over from one year to another a maximum of two hundred eighty-eight (288) accumulated sick-leave hours.

Section 10.03 - Posting

In the event of a dispute regarding earned or accrued sick leave, the Employer shall upon request of a union representative produce within a reasonable time information relating to the officer's earned and/or accrued sick leave.

Section 10.04 - Notification

Officers shall notify their immediate supervisor, or designate, at least two (2) hours prior to the officer's work shift, if the officer is taking sick time. The officer shall also state if the injury is duty-related, the location of confinement and the telephone number where he/she can be reached.

Section 10.05 - Ill at Work

Officers becoming ill at work shall immediately notify their duty supervisor. The Shift Supervisor may require the officer to be transported to a hospital for examination by a physician or surgeon, for which the Employer shall pay the costs for said exam. However, any further treatment necessary pursuant to said examination shall be subject to the officer's hospitalization insurance.

In all cases of hospital referral by the Employer, no officer shall be released from duty until he/she is so examined, unless his/her tour of duty has ended. Officers will not be subject to disciplinary action for leaving the hospital at the end of their tour of duty.

If an officer who is scheduled to work a 12-hour or 8-hour shift becomes ill while at work after working two or more hours and is sent home or relieved of duty, the officer shall be credited with four (4) hours of service. If an officer becomes ill while at work after working five (5) or more hours and is sent home or relieved of duty, the officer shall be credited with eight (8) hours of service. If an officer who is scheduled to work a 12-hour shift becomes ill while at work after working eight (8) or more hours and is sent home or relieved of duty, the officer shall be credited with twelve (12) hours of service.

Section 10.06 - Verification of Sick Leave by a Physician

Written physician's statements may be required from all officers for use of sick leave if requested by the Sheriff or, in his absence, a division administrator or other designee of the Sheriff.

Section 10.07 - Light Duty

Officers that are off duty due to a non-duty related illness are eligible for light duty. An officer with permission of the Sheriff, and with a physician's statement, may return to work on a "light-duty" status for a period not to exceed fifteen (15) scheduled shifts.

Section 10.08 - Extended Illness/Recovery with No Accumulated Sick Time

If an officer exhausts all accumulated sick-leave time and requests sick leave due to an extended illness or recovery from a non-duty related injury, permission may be granted by the Sheriff for the officer to use other accumulated time for sick leave. Permission to use other accumulated time (i.e., vacation, holiday or compensatory time) must be requested by the employee at least forty-eight (48) hours in advance and is subject to the approval of the Sheriff or Under-Sheriff. Approval shall not be unreasonably denied.

For the purposes of this Agreement, extended illness or recovery shall be defined as one that requires one calendar month or longer for recovery. Should an officer request sick-leave time in excess of that accumulated by him/her, the Employer may require the officer to be examined by a physician designated by the Employer.

If a 48-hour-advance request is not made, or if the officer has no accumulated compensatory time, holiday time or vacation leave, time off taken by the employee due to illness or recovery from injury shall not be compensated for by the Employer. In addition, no vacation, sick leave, holiday or other benefits shall be credited to the officer during such extended illness or recovery.

Section 10.09 - On-Duty Injury

Officers injured while on duty are covered by applicable provisions of Illinois law. Officers injured while on duty shall file a Loss-Control Report with the Loss-Control Officer of the Department.

Section 10.10 - Ill or Injured Officers Remaining at Their Residence

Any officer who is being carried on the time books of the St. Clair County Sheriff's Department while ill or injured shall remain at his/her residence officially listed with the Executive Deputy's personnel files unless he/she has notified the Desk Officer to be elsewhere. Any other reasons not listed below will have to be approved by the Shift Supervisor on duty.

1. Such officer shall notify the Desk Officer when the officer is leaving for the specific purposes listed in items "a" through "h" below.

- a. To keep scheduled appointments with physicians, dentists, physical therapists, and/or hospitals, clinics, if related to the officer's present sickness or injury.
- b. To attend church services.
- c. To purchase food, household necessities and medication for the officer's present injury or illness or for the health care of the immediate family. One four-hour period to complete such shopping shall be granted each week. Additional requests shall be granted only for emergency purposes.
- d. To register to vote, or to vote in elections for municipal, county, state, or Federal office.
- e. To engage in physical exercise such as walking or swimming, recommended in writing by an attending physician.
- f. To answer court subpoenas in cases arising out of employment with the Sheriff's Department.
- g. To report to the Department or other police facility.
- h. Any other reason not listed above will have to be approved by the Shift Supervisor on duty.

Provisions of this Section will not apply to reported on-the-job injury/illness, which are covered under the Public Employee Disability Act (5 ILCS 345/1 et al).

- 2. An officer not in compliance with this Section without permission, will receive no pay for the day of absence. Officers may also be subject to disciplinary action in regards to violations of this Section.
- 3. Supervisory personnel may make visits to the sick or injured officer's home for the purposes of determining compliance with this Section. Bargaining unit personnel will not be assigned to perform these checks. The supervisor will report all observations in writing to the division administrator. The Employer shall not telephone or visit an employee's home to verify an employee's illness at a time of day that would expectedly disrupt or disturb the employee or his/her family.

Section 10.11 - Sick Leave Incentive Pay

Sick leave incentive pay is available to patrol division deputies based on their unused sick time at the end of each year, after a patrol division deputy has reached the maximum carry-over amount of thirty-six (36) days. Sick leave incentive pay will be granted in respect to the number of sick days a patrol division deputy shall lose on January 1 each year, and will be paid as follows:

In January of each year, a calculation shall be made of each patrol division deputy's unused sick leave at the end of his/her last work shift of the previous calendar year.

Each patrol division deputy shall be paid for one-half (1/2) of his/her unused sick days in excess of the maximum carry-over amount of thirty-six (36) days.

Sick leave incentive shall be paid to the appropriate patrol division deputies with the first payroll check issued in February of the following year. The amount of payment for unused sick leave is to be calculated at the patrol division deputy's rate of pay in effect on the last payday in the calendar year during which the sick days were earned.

This Section shall not apply to the metro division deputies described in Section 16.06.

Section 10.12 - Sick Leave Taken in Excess of That Accumulated

If any officer knowingly takes sick leave in excess of that accumulated by him/her and is inadvertently compensated by the Employer for said leave, then the Employer shall have the right to deduct an amount equal to the amount of compensation awarded erroneously from any future compensation due the employee. If any officer knowingly takes sick leave in excess of that accumulated by him/her, the officer may be subject to discipline.

The criteria used for determining whether an officer has "knowingly" taken sick leave in excess of that accumulated by him/her shall depend only upon whether or not the Employer has provided the employee with accurate and current accrued sick leave information using the time clock and/or paycheck methods. When the Employer has met its obligation to provide such information, then the criteria for establishing that an officer knowingly has taken such leave in excess of that accumulated by him/her has been met.

Section 10.13 - Sick Leave Incentive Pay

Effective January 1, 1999, each patrol division deputy shall be paid for all his/her unused sick days in excess of the maximum carryover amount of thirty-six (36) days at 50% of the officer's pay rate. In lieu of cash buyout, officers may elect to have these days placed in a bank to be used towards retirement per IMRF regulations. Effective January 1, 2008, each patrol division deputy shall be paid for one-half of his/her unused sick days in excess of the maximum carry over amount of thirty-six (36) days at the officer's pay rate. The remaining one-half of the unused sick days in excess of the maximum carryover amount of thirty-six (36) days shall be placed in a bank to be used towards retirement per IMRF regulations. The total number of hours in the bank may not exceed those allowable for IMRF retirement purposes. Employees who have bank hours credited as of 1993 shall have these hours added to this bank. Bank hours shall be posted annually following each buyout.

At time of retirement, a patrol division deputy may elect to be paid for all his/her unused active sick days (not in the bank) at 50% of the officer's pay rate or have the days used towards retirement per IMRF regulations.

This Section shall not apply to the metro division deputies described in Section 16.06.

ARTICLE 11 - LEAVE OF ABSENCE

Section 11.01

The Sheriff may grant a leave of absence without pay to officers for periods not to exceed six (6) months, and such leaves may be extended for good cause for an additional six (6) month period with the approval of the County Board. A written request must be submitted to include a statement of the officer's intended use of the leave and the date he/she shall return from leave.

Section 11.02

No vacation, sick leave, holiday or other benefits shall accrue during a leave of absence. Further, no seniority shall accrue during a leave of absence of one month or longer. Compensation of benefits for accrued vacation or sick leave will not be granted during a leave of absence. The Sheriff may require substantiation of any leave of absence or any request for a leave of absence.

Section 11.03 - Funeral Leaves

In the event of the death of a member of the employee's immediate family (mother, father, mother-in-law, father-in-law, spouse, child, brother, sister, or grandparent), a leave of absence will be granted to the employee with pay from the day of death through the day of the funeral, but at no time will this be more than three (3) working days.

Should the death of a family member occur during a vacation period, time off will be allowed either at the end of the vacation or taken at a later date. If the death occurs at the beginning of vacation, the employee shall be allowed to cancel vacation and reschedule at a later date.

Section 11.04 - Personal Day

Each full-time employee of the Sheriff's Department shall receive one (1) personal day per year. Personal days cannot be carried over from one year to the next.

ARTICLE 12 - WAGE RATES

Section 12.01 - Base Wages

Base wages for employees covered under this Agreement shall be in accordance with the following wage schedule.

After initial hire, employees shall be paid at the "Probation" rate. Once their 12-month probation ends, employees shall advance to their "After 1 Year" pay on either January 1, May 1, or September 1 – whichever date is the first to follow the end of their 12-month probation. Thereafter, employees shall receive all subsequent step increases on that same date. For example, an employee hired on March 1, 2019 shall receive his Probation pay until May 1, 2020, at which point he shall receive his "After 1 Year" pay, and then on May 1, 2021 he shall receive his "After 2 Year" pay, etc.

Patrol Division Deputies

Years of Service	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
	3%	3.50%	3%
Probation	\$48,629	\$50,332	\$51,841
After 1 Year	\$61,094	\$63,233	\$65,130
After 2 Years	\$61,704	\$63,863	\$65,779
After 3 Years	\$62,319	\$64,501	\$66,436
After 4 Years	\$62,943	\$65,146	\$67,100
After 5 Years	\$63,579	\$65,804	\$67,778
After 6 Years	\$63,999	\$66,239	\$68,226
After 7 Years	\$64,332	\$66,583	\$68,581
After 8 Years	\$64,667	\$66,930	\$68,938
After 9 Years	\$65,000	\$67,275	\$69,294
After 10 Years	\$68,518	\$70,916	\$73,044
After 11 Years	\$68,864	\$71,274	\$73,412
After 12 Years	\$69,207	\$71,629	\$73,778
After 13 Years	\$69,552	\$71,987	\$74,146
After 14 Years	\$69,896	\$72,342	\$74,512
After 15 Years	\$72,646	\$75,189	\$77,444
After 16 Years	\$72,994	\$75,549	\$77,815
After 17 Years	\$73,340	\$75,907	\$78,185
After 18 Years	\$73,689	\$76,268	\$78,556
After 19 Years	\$74,038	\$76,629	\$78,928
After 20 Years	\$75,249	\$77,883	\$80,219
After 23 Years	\$77,507	\$80,220	\$82,627

Metro Division Deputies

Years of Service	Effective January 1, 2018	Effective January 1, 2019	Effective January 1, 2020
	3%	3.50%	3%
Probation	\$43,285	\$44,800	\$46,144
After 1 year	\$43,934	\$45,472	\$46,836
After 2 years	\$44,593	\$46,154	\$47,538
After 3 years	\$45,262	\$46,846	\$48,251
After 4 years	\$45,941	\$47,549	\$48,975
After 5 years	\$47,319	\$48,975	\$50,444
After 6 years	\$48,029	\$49,710	\$51,201
After 7 years	\$48,749	\$50,455	\$51,969
After 8 years	\$49,481	\$51,212	\$52,749
After 9 years	\$50,223	\$51,981	\$53,540
After 10 years	\$52,734	\$54,580	\$56,217
After 11 years	\$53,525	\$55,398	\$57,060
After 12 years	\$54,328	\$56,229	\$57,916
After 13 years	\$55,143	\$57,073	\$58,785
After 14 years	\$55,970	\$57,929	\$59,667
After 15 years	\$57,649	\$59,667	\$61,457
After 16 years	\$58,514	\$60,562	\$62,378
After 17 years	\$59,391	\$61,470	\$63,314
After 18 years	\$60,282	\$62,392	\$64,264
After 19 years	\$61,186	\$63,328	\$65,228
After 20 years	\$63,022	\$65,228	\$67,185

Wages shall be retroactive, on all hours paid, to January 1, 2018 for all bargaining unit employees employed on or after this date.

Section 12.02 - Standby Pay

Each officer covered by this Agreement shall receive standby pay in the amount of four hundred sixteen dollars (\$416.00) per year. The method of compensation for standby pay shall be as follows:

For each calendar year, the annual amount of payment shall be divided by the number of pay periods in the calendar year, with the quotient added to each of the officer's paychecks in that year.

If any employee covered by this Agreement challenges the method of standby pay through the U.S. Department of Labor and the Department determines such payment is not consistent with FLSA provisions, then the parties agree to use the provisions set forth in Article 18 of this Agreement.

Section 12.03 - Divisional Transfer

Officers transferred from: (1) the Corrections Division to the Patrol Division or Metro Division; or (2) the Metro Division to Patrol Division, will, for the first six months of their divisional probation period, remain on their former division Pay Scale at their current step. After completion of six months of service in the new division, the officer will have his/her salary increased to an amount equal to half of the difference between their former division pay and the step on the new division Pay Scale coinciding with their total years of service with the Sheriff's Department. Upon successful completion of the divisional probation, the officers shall be moved to the new division Pay Scale to the step coinciding with their total years of service with the Sheriff's Department.

Section 12.04 - Education Incentive

Officers covered by this Agreement shall receive incentive pay for advanced degrees, which have been awarded to an officer, and reported by the officer to the executive deputy, by January 1st of each year, according to the following schedule:

Bachelor's Degree:	\$700/yr
Master's Degree:	\$850/yr

Advanced degrees will be in a law-enforcement-related field and must be approved by the Sheriff in order for education-incentive pay to be awarded.

Education-incentive pay will be paid on a prorated basis, with the total amount of education-incentive pay earned divided by the number of pay periods in a calendar year and the quotient added to each paycheck for that year.

Education-incentive pay shall be considered bonus pay and will not be calculated into base pay.

Section 12.05 - Officer-in-Charge

Any officer required to act as a supervisor will be paid the difference in salary, such salary adjustment to be made at the end of each month to reflect the time actually worked as a supervisor. A request form will be completed by the officer each month and signed by the division administrator.

ARTICLE 13 - CLOTHING/MAINTENANCE ALLOWANCES

Section 13.01 - Allowances

All uniformed officers covered by this Agreement shall receive a yearly clothing-maintenance allowance of seven hundred eighty-six dollars (\$786.00). Such allowance is to be used for the purchase and upkeep of uniforms and accessories required for duty as prescribed by the Sheriff or his designee. Such allowance shall be in addition to any standard issue of equipment and uniforms.

Each investigator shall receive nine hundred forty-two dollars (\$942.00) per year for purchase and maintenance of appropriate clothing for the performance of his/her duties.

Each officer shall be responsible for maintaining his/her uniforms and accessories in a proper manner so as to maintain a complete uniform at all times and to report to work with uniforms and clothing being clean/laundered and neat in appearance.

Clothing or clothing-maintenance allowance will be paid annually in addition to an officer's base salary.

Clothing or clothing-maintenance allowance will be paid on a prorated basis, with the total amount of the allowance divided by the number of pay periods in a calendar year and the quotient added to each officer's paycheck for that year.

The Employer shall be responsible for the cost of the initial issue of any mandatory uniform and equipment changes, in addition to any standard issue of uniforms and equipment as currently provided by this Article.

Section 13.02 - Equipment Replacement

The Employer agrees to repair or replace as necessary an officer's eye glasses, contact lenses, prescription sun glasses, watches (up to a value of \$150.00), and other items of personal equipment, if such are damaged or broken, if during the course of an officer's duties the officer is required to exert physical force or is attacked by another person. Incident is to be documented with immediate supervisor.

Section 13.03 - Ballistic Protection Vests

Officers shall be provided with proper fitting ballistic protection vests, without cost to the officer, in accordance with National Institute of Justice (NIJ) guidelines. Such vests shall be replaced every five years or sooner if called for by NIJ guidelines. The minimum level of protection of such vests shall be the level of protection required to stop a bullet fired from the largest caliber of weapon routinely carried by officers. Vests shall be worn according to department policy.

ARTICLE 14 - HEALTH, WELFARE AND RETIREMENT PLANS

Employer agrees to provide health, welfare and pension plans consistent with the county-wide fringe benefit package. Officer contributions toward the cost of the benefit package will be consistent with county-wide policies and practices.

Any changes in benefits that are consistent with county-wide policies and practices will not be subject to impact bargaining during the term of this Agreement. Any increases in the cost of employee contributions to health and welfare premiums shall be based upon factors pertaining to actual costs of providing health and welfare benefits.

ARTICLE 15 - VACANT

Article intentionally left vacant.

ARTICLE 16 - GENERAL PROVISIONS

Section 16.01 - Lodge Visits

Upon prior permission of the Sheriff, authorized representatives of the national or state Lodge shall be permitted to visit the Department during working hours to talk with officers of the local Lodge and/or representatives of the Sheriff concerning matters covered by this Agreement.

Section 16.02 - Review of Records

Upon prior written approval of the Sheriff, the Lodge or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any officer covered by this Agreement whose pay is in dispute, or any other records of the officer pertaining to a specific grievance, at reasonable times with the officer's written consent.

Section 16.03 - Bulletin Boards

The Employer shall provide the Lodge with designated space on available bulletin boards, or provide bulletin boards on a reasonable basis, where none are available for purposes of the Lodge.

Section 16.04 - Definitions

For the purpose of this Agreement, the following definitions shall apply:

OFFICER or EMPLOYEE shall mean a bargaining-unit employee covered by the terms of this Agreement.

REGULAR, as used to describe an officer or job position, shall be defined as non-probationary.

Section 16.05 - Testing

Drug and alcohol testing in the Department shall be conducted consistent with Appendix C.

Section 16.06 - Metro Division Deputy

As of January 1, 2015, there shall be a new title created within the Road Deputy bargaining unit entitled "Metro Deputy." Those employed as Metro Deputies shall comprise a new division entitled "Metro Division" within the Sheriff's Department. Metro Deputies shall be required to have the same qualifying training and certification that a regular patrol deputy does. The term "patrol deputy", for the purpose of this Section, refers to any deputy in any assignment other than those employees hired exclusively as "Metro Deputies" after January 1, 2015, as described below. The term "Metro Deputy" shall not refer to regular patrol deputies who may be assigned, for whatever reason or for whatever length of time, to patrol the MetroLink trains.

The Sheriff shall have the discretion to hire individuals either as regular patrol deputies or as Metro Deputies. His offers of employment to prospective employees shall clearly indicate which title is to be filled by the applicant.

The sole assignment of Metro Deputies shall be to guard and protect the MetroLink Rail system, unless they are temporarily ordered to respond to an emergency call-out as set forth in Section 2.03; otherwise, they shall in no way erode patrol division work. They shall not be able to bid on regular patrol deputies' assignments, overtime opportunities, shifts, or other biddable benefits.

Metro Deputies shall be compensated on the pay scale set forth in Section 12.01 of this Agreement. Should the Sheriff at his discretion transfer a Metro Deputy to the patrol division, the 1-year divisional probation and subsequent compensation shall be as set forth in Section 12.03. Metro Deputies shall otherwise enjoy all the rights and protections set forth in this Agreement, with the following conditions: first, Metro Deputies shall not receive sick leave incentive pay as set forth in Sections 10.11 and 10.13; second, in the event of a layoff, no regular patrol deputy shall be laid off while there is a Metro Deputy still employed by the Department; and third, no Metro Deputy shall be recalled from layoff unless all regular patrol deputies (under the meaning of this Section) have been recalled first as set forth in Section 7.05.

The creation of the Metro Deputy title shall in no way deprive a regular patrol deputy of any existing benefit or right set forth in this Contract. Regular patrol deputies' work, except for the MetroLink assignment being staffed by Metro Deputies through attrition, shall not be eroded. Should a regular patrol deputy be assigned to guard the MetroLink trains, that regular patrol deputy's salary and benefits shall in no way be reduced; nor shall that regular patrol deputy be considered to be a Metro Deputy (under the meaning of this Section) for any reason or purpose. Furthermore, should all Metro Deputies be laid off, promoted, or discharged so that the title is vacant for more than a year (365 days), this Section shall be considered null and void unless re-negotiated into a subsequent Contract.

Section 16.07 - Evaluations

Employees shall receive a quarterly evaluation, created by their direct supervisor, which shall fairly and accurately represent the quality of their work. The aggregate of an employee's last four quarterly scores shall account for 100% of their performance evaluation score that is used for promotional purposes. All issues relating to the administration of such evaluations

which may arise henceforth shall be addressed and resolved by mutual agreement through Labor/Management meetings. Disputes over evaluation scores may not be grieved; they may be appealed to the Sheriff, but not beyond the Sheriff. The Sheriff shall have the ability to adjust evaluation scores should he decide to do so.

Section 16.08 - Safety

The Employer shall strive to provide employees with a reasonable safe work environment, so far as is feasible under the circumstances.

ARTICLE 17 - OFFICERS' RIGHTS

Section 17.01 - Internal Investigation

If the investigation or interrogation of a law enforcement officer results in a recommendation of some action such as transfer, suspension, dismissal, loss of pay, reassignment or similar action of a punitive nature, prior to taking such action the Employer will follow the procedures set forth in the Uniform Peace Officers' Disciplinary Act in effect on the date of execution of this Agreement.

The Employer agrees to provide at least seventy-two (72) hours prior notice for any disciplinary interview or pre-disciplinary interview/meeting, unless an emergency situation exists. Officers may be represented by a Labor Council representative at any such meeting, in addition to representation provided under the Uniform Peace Officer's Disciplinary Act, when requested by an officer. A reasonable time period will be provided in order for such representation to arrive.

Section 17.02 - Personnel Files

An official personnel file for each officer shall be maintained by the Sheriff at a central location. Each officer shall provide Employer with his/her current telephone number and mailing address.

Officers shall have the right to review the contents of their official personnel files no more than quarterly, unless involved in matter requiring greater access, subject to prior notification to the Sheriff. Officers may also copy any part of the information found in the personnel file, subject to reasonable charges for said copies. With an employee's written authorization, a Lodge representative may also review and copy information kept in an employee's personnel file, subject to prior notification to the Sheriff.

The Employer agrees such inspection may occur during regular business hours (upon permission granted by a superior officer) without loss of pay and upon reasonable notification. In the event that the personnel file contains material adverse to an employee, the employee shall have the right to place a written rebuttal to the adverse material and have said rebuttal become attached thereto as a permanent part of the file; provided said rebuttal is not prepared during working hours.

Section 17.03 - Indemnification

The Employer shall hold officers harmless from payment for damages or movies which may be adjudged, assessed or otherwise levied against an officer, provided the officer has acted within the scope of his/her employment and cooperates with the Employer during the course of the investigation, administration, litigation or defense of any claim arising under this Article in accordance with Illinois law in effect on the date of execution of this Agreement, and so long as required by such law.

Section 17.04 - Discipline

Post-probationary employees shall be disciplined and/or discharged only for just cause.

The Sheriff shall comply with the provisions of the Illinois Uniform Peace Officers Disciplinary Act in conducting any formal investigation as defined in the Act.

The Sheriff agrees with the tenets of progressive and corrective discipline. Once the measure of discipline is determined and imposed, the Sheriff shall not increase it for the particular incident of misconduct unless new facts or circumstances become known.

Disciplinary action shall be limited to the following:

- a. Oral warning or reprimand;
- b. Written reprimand;
- c. Suspensions;
- d. Discharge.

Discipline shall be administered within a reasonable period of time after the completion of the investigation. Discipline shall not be imposed in such a manner as to embarrass the employee in front of his co-workers or the general public.

All discipline except for reprimands may be grieved. Grievances involving discipline or discharge shall be initiated at Step 3 of the grievance procedure, within ten (10) business days of the employee's or Union's knowledge of the disciplinary action.

The Employee shall make an election between continuing through with the grievance procedure or continuing under the Merit Commission rules and regulations. However, the employee may only avail themselves of a Merit Commission hearing under the circumstances set forth in the St. Clair County Merit Commission Rules, Regulations and Procedures.

The election of forum must be made in writing not later than the final date for referring any such grievance to binding arbitration under Section 5.03. Grieving a discipline shall be considered an election of the grievance forum.

Such election is irrevocable. The right to have a hearing before the Merit Commission and the right to pursue disputes regarding disciplinary actions under the grievance procedure are mutually exclusive, and under no circumstances shall an employee have the right to a hearing in both forums.

ARTICLE 18 - SAVINGS, PROVISION-PARTIAL INVALIDITY

Section 18.01 - Savings Provision

None of the foregoing shall be construed as requiring either party to do anything inconsistent with federal or state law, or local ordinance or the final order or judgment of any court having jurisdiction over the parties.

Section 18.02 - Partial Invalidity

If any provision of this Agreement should be rendered or declared invalid and unenforceable by any court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the parties agree to meet within fourteen (14) calendar days to negotiate alternative language to substitute for the invalidated provision.

ARTICLE 19 - COMPLETE AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and it constitutes the complete and entire Agreement between the parties.

ARTICLE 20 - LABOR-MANAGEMENT CONFERENCES

Section 20.01 - Advance Request

The Lodge and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Lodge representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a "labor-management conference" and expressly providing the agenda for such meeting. Such meetings, agenda and locations shall be by mutual consent.

When an issue of employee or workplace safety is the topic of discussion, the parties agree to waive the seven (7) day notice period and address the subject at the earliest possible time. It is further understood that complaints of unsafe working conditions shall be filed with the reporting employee's supervisor, with copies forwarded to the division commander and the Sheriff, as soon as possible after the event giving rise to the complaint.

Section 20.02 - Exclusive of Grievances

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

ARTICLE 21 - DUES DEDUCTION

Section 21.01 - Dues Deduction

Upon receipt of a written and signed authorization form from an employee, a copy of which is attached hereto as Appendix B, the Employer shall deduct the amount of Lodge dues and initiation fee, if any, set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Lodge in accordance with the laws of the State of Illinois. The Lodge shall advise the Employer of any increases in dues, in writing, at least thirty (30) days prior to its effective date.

Section 21.02 - Dues

With respect to any employee on whose behalf the Employer receives written authorization in a form agreed upon by the Lodge and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Lodge by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Lodge. Authorization for such deduction shall be irrevocable unless revoked by written notice to the Employer during the fifteen-day (15-day) period prior to the expiration of this Agreement.

Section 21.03 - Indemnity

The Lodge hereby indemnifies and agrees to save the Employer harmless against any and all claims, demands, judgments, suits or other forms of liability that may arise out of, or by reason of, any action taken by the Employer for the purpose of complying with the provisions of this Article, including any fair-share objection proceeding.

ARTICLE 22 - DURATION

Section 22.01 - Term of Agreement

This Agreement shall be effective from January 1, 2018 and shall remain in full force and effect until December 31, 2020. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred twenty (120) days or later than sixty (60) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 22.02 - Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedures are continuing for a new Agreement, or part thereof, between the parties.

Section 22.03 - Notifications by Certified Mail

All notices provided for in this Agreement shall be served upon the other party by certified mail, return receipt requested.

Section 22.04 - Impasse Resolution

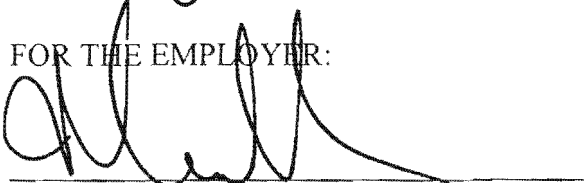
The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act, as amended (5 ILCS 315/14).

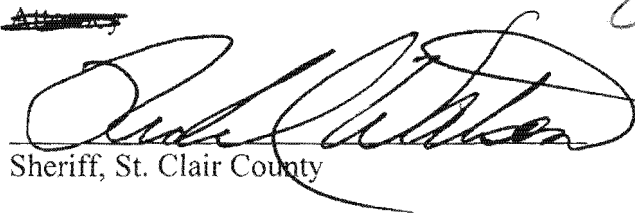
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THE SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this 8th
day of October, 2019.

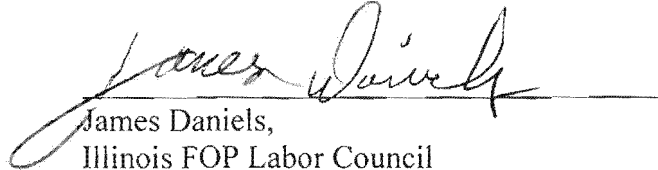
FOR THE EMPLOYER:

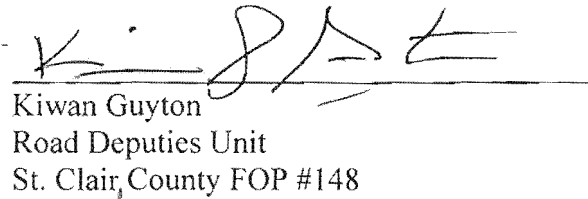

Chairman, St. Clair County Board

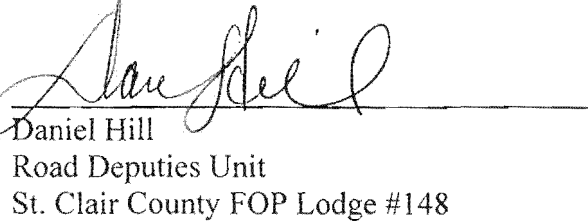

Sheriff, St. Clair County

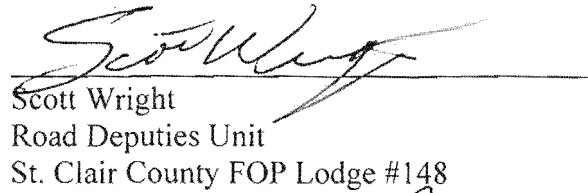

Attest (Seal)

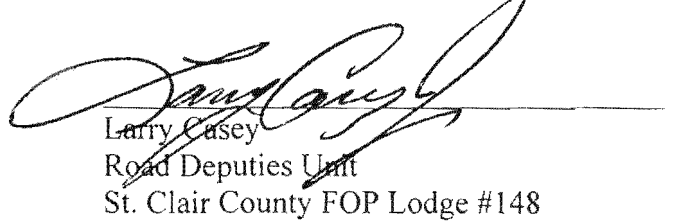
FOR THE UNION:


James Daniels,
Illinois FOP Labor Council


Kiwan Guyton
Road Deputies Unit
St. Clair County FOP #148


Daniel Hill
Road Deputies Unit
St. Clair County FOP Lodge #148


Scott Wright
Road Deputies Unit
St. Clair County FOP Lodge #148


Larry Casey
Road Deputies Unit
St. Clair County FOP Lodge #148



APPENDIX A - GRIEVANCE FORM
(use additional sheets where necessary)

Date Filed: _____
Department: _____

Grievant's Name: _____
Last First M.I.

STEP ONE

Date of Incident or Date Knew of Facts Giving Rise to Grievance: _____

Article(s) and Sections(s) of Contract violated: _____

Briefly state the facts: _____

Remedy Sought: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP ONE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP TWO

Reasons for Advancing Grievance: _____

Given To: _____ Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP TWO RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

Lodge No. / Year / Grievance No.

STEP THREE

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP THREE RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

STEP FOUR

Reasons for Advancing Grievance: _____

Given To: _____

Date/Time: _____

Grievant's Signature

FOP Representative Signature

EMPLOYER'S STEP FOUR RESPONSE

Employer Representative Signature

Position

Person to Whom Response Given

Date

REFERRAL TO ARBITRATION by Illinois FOP Labor Council

Person to Whom Referral Given

Date

FOP Labor Council Representative



APPENDIX B - DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE
LABOR COUNCIL
974 CLOCK TOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____ (insert your name), understand that under the U.S. Constitution I have a right not to belong to a union. By my signature I hereby waive this right and opt to join the IL FOP Labor Council.

I, _____ (insert your name), hereby authorize my Employer, _____ (insert Employer name), to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer to deduct from my wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____ Signed: _____
Address: _____
City: _____
State: _____ Zip: _____
Telephone: _____
Personal E-mail: _____

Employment Start Date: _____

Title: _____

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction. Please check with your tax preparer regarding deductibility.

APPENDIX C - DRUG TESTING

Section 1 - Drug Testing (Statement of Policy)

It is the policy of the Employer that the public has the reasonable right to expect persons employed by the Employer to be free from the effects of drugs and alcohol while on duty and to observe the laws they are employed to enforce concerning the use of drugs and alcohol, both on and off duty. The purposes of this policy shall be achieved in such manner as not to violate any constitutional rights of the employees.

Section 2 - Prohibitions

Employees shall be prohibited from:

- (a) consuming or possessing alcohol on duty, or being under the influence of alcohol while on duty, except in an authorized duty capacity, when absolutely required in the conduct of an investigation, with prior supervisory authorization.
- (b) possession, use or being under the influence while on duty of any controlled substances or cannabis.
- (c) use of an illegal drug, or any designer drug not yet scheduled as a controlled substance, but which impairs an employee.
- (d) possession of, or selling, purchasing or delivering any illegal drug or controlled substance/cannabis except as part of an authorized criminal investigation.
- (e) failing to report to their immediate supervisor any known adverse side effects of over the counter medication(s) or prescription drugs which the employee is taking.

Section 3 - Drug and Alcohol Testing Permitted

- (a) Where the Employer has reasonable suspicion that an employee is under the influence of alcohol, a controlled substance or illegal drugs during the course of the work day, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. Supervisory personnel who are not members of the bargaining unit shall ascertain whether reasonable suspicion concerning the affected employee exist prior to any order to submit to the testing authorized herein.
- (b) The basis for reasonable suspicion shall be documented by the supervisory personnel and a copy provided to the employee in writing prior to the test being ordered.
- (c) Employees shall be mandated for testing in post-traffic accidents or critical incidents.
- (d) The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as an employee prior to their date of hire, or for any probationary employee during the probationary period.
- (e) All tested permitted under the provisions of this Appendix shall be performed pursuant to Section 5.

Section 4 - Order to Submit to Testing

At the time an employee is ordered to submit to testing based upon reasonable suspicion, the Employer shall provide the employee with a written notice of the order, setting forth facts

and the reasonable inferences drawn from those facts which have formed the basis of the Employer's suspicion. The employee shall be permitted to consult with a representative of the Labor Council at the time the order is given, provided the unavailability of a Labor Council representative shall not serve as a basis for the delay of a test when ordered. Refusal to submit to such testing shall subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

Section 5 - Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) use a breathalyzer as authorized and certified by the Illinois Department of Public Health by a certified breathalyzer operator;
- (b) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the Substance Abuse and Mental Health Services Administration (SAMHSA);
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be set aside and reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the employees' right to privacy and to insure a high degree of security for the sample and its freedom from adulteration;
- (f) confirm any sample that tests positive in the initial screening for drugs by testing a second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a qualified clinical laboratory or hospital facility of the employee's own choosing, and at the employee's own expense, within forty-eight (48) hours of the test results;
- (h) provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (i) ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure. Any such temporary reassignment or relief from duty shall be immediately discontinued in the event of a negative test result, and the officer shall be compensated for any period he was relieved from duty, provided that the foregoing shall not restrict the right to discipline an employee for violations of Section 2; both the initial and confirmatory test results are positive for the same sample;
- (j) For purposes of this policy and agreement, a test for the presence of drugs shall be deemed positive where the concentration of a drug or controlled substance found in the sample is at or above the levels established by federal or state regulation on drug testing, or with respect to illegal, designer drugs, is found to be present.

- (k) For the purpose of determining whether the officer is under the influence of alcohol, test results showing an alcohol concentration of .04 or more based upon the grams of alcohol per 100 milliliters of blood, shall be deemed positive and demonstrate the employee to be under the influence of alcohol (note: the foregoing standard shall not preclude the Employer from attempting to show that test results between .01 and .04 demonstrate that the employee was under the influence but the Employer shall bear the burden of proof in such cases);
- (l) provide that all drug testing be performed by licensed professionals that are not St. Clair County employees;
- (m) The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (i.e. billings for testing that reveal the nature or number of tests administered), the Employer will not use such information in a manner adverse to the employee's interests;

Section 6 - Right to Contest

The Labor Council and/or the employee, with or without the Labor Council, shall have the right to file a grievance contesting any testing permitted by this Agreement. Such grievances shall be commenced at Step 3 of the grievance procedure. It is agreed the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that the employees may have with regard to such testing.

Section 7 - Voluntary Requests for Assistance

The Employer shall take no adverse employment action against an employee who, prior to detection, voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than that the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. The Employer shall make available through the Employee Assistance Program a means by which the employee may obtain referrals and treatment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interests, except reassignment as described above.

Section 8 - Random Drug Testing

The Sheriff may institute random drug testing. At any time random drug testing is initiated, those officers or sworn supervisory personnel to be tested shall be chosen using random sampling methods procedures mutually agreed to by the parties and shall not exceed thirteen (13) officers per month. Selection shall be made from a pool containing all sworn officers (Road and Corrections) except as otherwise provided in this Appendix.

The Union has the right to have one (1) representative present at the random drawing. Upon completion of the testing, the names of the persons tested shall be returned to the pool from which the next random sampling is chosen.

Probationary officers may be tested at any time during their probationary period, including testing prior to appointment as a full time officer. Nothing in this Appendix shall limit the right of the Sheriff to conduct such tests of persons seeking employment as an employee prior to their date of hire.

Section 9 - Discipline

- (a) An employee who, prior to detection, voluntarily seeks assistance shall not be subject to discipline or other adverse employment action by the Employer because the employee voluntarily sought treatment. The foregoing is conditioned upon:
 - (1) the employee agreeing to appropriate treatment as determined by the Substance Abuse Professional(s) involved;
 - (2) the employee discontinues his use of illegal drugs or abuse of alcohol;
 - (3) the employee completes the course of treatment prescribed, including an "after-care" group for a period determined by the Substance Abuse Professional(s) prescribing such after-care;
 - (4) the employee agrees to submit to random testing during the period of "after-care".

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for the presence of illegal drugs or alcohol shall be subject to discipline, up to and including discharge.

- (b) Refusal to submit to drug and/or alcohol testing or proven adulteration by an officer of a sample submitted to testing shall be grounds for discipline up to and including termination.
- (c) Any officer who tests positive for the presence of illegal drugs or alcohol on both the preliminary and confirmatory tests shall be subjected to discipline up to and including termination from the department.
- (d) Any officer who is found to be under the influence of illegal drugs or alcohol during working hours shall be subjected to discipline up to and including termination from the department. In conducting testing authorized by this Section, the County shall follow the guidelines as established in Section 5 of this Appendix.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuation on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave if available, or take an unpaid leave of absence, where no paid leave time is available, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct, provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

Employees who are taking any over the counter or prescribed medication which has adverse side effect(s) that may interfere with the employee's ability to perform his normal duties may be temporarily reassigned to another more suitable law enforcement duty, when available.

Section 10 - Call Out Procedure

The Employer and the Union recognizes that employees may be placed in a conflict where an employee not on standby, and therefore, not prohibited from consuming alcohol or controlled substances pursuant to a prescription while off duty, is subject to an emergency call out during unscheduled, off-duty hours. Where an employee is notified of any emergency call

out during unscheduled, off-duty time when not assigned to stand-by, the following procedures shall apply:

- (a) The employee called out shall inform the department representative notifying him if he has consumed alcohol or any lawful drugs or medications during the day preceding the call out, and the extent of impairment to performing duty.
- (b) The department representative in charge of the call out shall determine the employee's condition and fitness for duty, and either assign him to duty, or if the employee is determined to be unfit to work, shall advise the employee, by telephone, that he will not be authorized to work.
- (c) Any employee who reports for call out without complying with (a) above, shall not be allowed to work if he appears to be impaired or under the influence, and may be subject to testing hereunder where reasonable suspicions exist.

APPENDIX D - SENIORITY LIST

<u>Departmental</u>		<u>Divisional</u>	
12/25/1994	Moyer, Jason S.	9/27/1999	Pozsgay, Paul J.
9/11/1995	Davis, Christopher F.	1/7/2001	Davis, Christopher F.
6/23/1997	Toth, Scott J.	1/7/2001	Toth, Scott J.
11/23/1998	Pirtle, Scot A.	4/1/2001	Taylor, Russell H.
9/27/1999	Pozsgay, Paul J.	4/1/2001	Frisse, David L.
7/2/2000	Taylor, Russell H.	4/1/2001	Walters, Patrick T.
12/18/2000	Young, Cerether L.	11/18/2001	Dobler, Matthew J.
4/1/2001	Frisse, David L.	7/14/2002	Bennett, Frank J.
4/1/2001	Walters, Patrick T.	7/28/2002	Wagner, Mark A.
11/18/2001	Dobler, Matthew J.	8/24/2003	Pirtle, Scot A.
4/7/2002	Kocurek, Kevin K.	9/7/2003	White, Cerether L.
7/14/2002	Bennett, Frank J.	5/30/2005	Taylor, Kyle
7/28/2002	Wagner, Mark A.	9/4/2005	Williams, Desmond R.
9/7/2003	Savage, Calvin M.	9/18/2005	Pegg, John R.
7/12/2004	Clayton, Kenneth J.	9/3/2006	Leach, Andrew P.
5/30/2005	Taylor, Kyle	9/3/2006	Hill, Daniel L.
8/7/2005	Vise, Benjamin P.	2/18/2007	Rinehart, Carrol L.
9/4/2005	Williams, Desmond R.	4/9/2007	Kocurek, Kevin K.
9/5/2005	Martin, Michael J.	9/30/2007	Martin, Michael J.
9/18/2005	Pegg, John R.	2/18/2008	Guyton, Kiwan P.
12/12/2005	Hendricks, James C.	4/27/2008	York, Patrick A.
9/3/2006	Blackburn, Xavier D.	8/17/2008	Savage, Calvin M.
9/3/2006	Hill, Daniel L.	7/5/2009	Fisk, Timothy J.
9/3/2006	Leach, Andrew P.	8/16/2010	Vise, Benjamin P.
2/18/2007	Rinehart, Carrol L.	8/16/2010	Hoernis, Christopher
2/17/2008	McPeak, Sean P.	8/16/2010	Blackburn, Xavier D.
2/18/2008	Guyton, Kiwan P.	9/24/2011	Fitch, Christopher C.
4/27/2008	York, Patrick A.	9/26/2011	Hendricks, James C.
7/5/2009	Fisk, Timothy J.	3/12/2012	Hoffman, Jacob M.
6/21/2010	Fitch, Christopher C.	8/6/2012	McPeak, Sean P.
8/16/2010	Hoernis, Christopher	1/14/2013	Moyer, Jason S.
3/12/2012	Hoffman, Jacob M.	4/7/2013	Tracy, Eric M.
4/7/2013	Tracy, Eric M.	7/1/2013	Davis, Romero S.
7/1/2013	Davis, Romero S.	1/13/2014	Clayton, Kenneth J.
10/5/2014	Keeney, Aaron C.	10/5/2014	Keeney, Aaron C.
3/23/2015	Dale, Richard W.	3/23/2015	Dale, Richard W.
3/30/2015	Davis, John	3/30/2015	Davis, John
10/16/2016	Abernathy, Nathan	10/16/2016	Abernathy, Nathan
10/16/2016	Spratt, Gerard	10/16/2016	Spratt, Gerard

1/22/2018 Mohrmann, Scott
5/28/2018 Darnall, Larry D.
6/17/2018 Hamon, Terry
Reid, Cameron A.

1/22/2018 Mohrmann, Scott
5/28/2018 Darnall, Larry D.
6/17/2018 Hamon, Terry
Reid, Cameron A.

August 26, 2019

Honorable Mark A. Kern, Chairman
St. Clair County Board
10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

The Salary Claim Sheets for the first, and second periods in September 2019 are hereby submitted to this Honorable Body for approval by roll call vote.

Respectfully submitted,

FINANCE COMMITTEE
St. Clair County Board

September 30, 2019

Honorable Mark A. Kern, Chairman
St. Clair County Board
#10 Public Square, Room B-561
Belleville, IL 62220

County Board Members:

We, the Claims Subcommittee of the Finance Committee, submit to this Honorable Body the attached Expense Claim Sheet for the month of September 2019.

We have checked all claims charged against the county appearing on the Claim Sheet and believe them to be in order. If there are any changes we will handle them verbally when the matter comes to the floor of the County Board.

Accordingly, we recommend they be allowed and approved by roll call.

Respectfully submitted,

CLAIMS SUBCOMMITTEE OF THE
FINANCE COMMITTEE

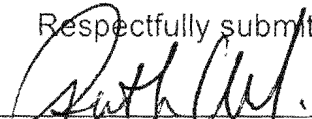
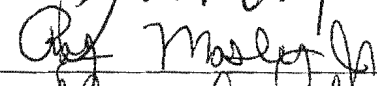
RESOLUTION #2476-19-RT

WHEREAS, The United States Army Corps of Engineers, by Highway Permit 2684 seek permission and authority to drill three (3) pilot holes within the westerly right-of-way of Front Street, County Highway 100, Maintenance Section P-38-1 at the locations shown on the attached map. An unexecuted copy of the permit is attached hereto; and,

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

Respectfully submitted,





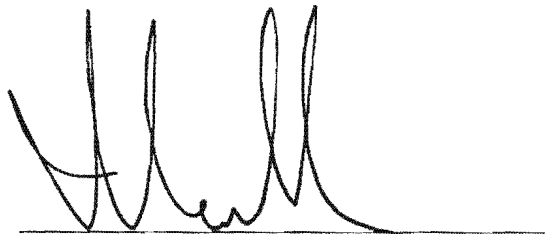
Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:



County Clerk



County Board Chairman

RESOLUTION #2477-19-RT

WHEREAS, the County of St. Clair is proposing the improvement of Frank Scott Parkway West, County Highway 95, from Old Collinsville Road to North Green Mount Road. Officially known as Section 13-00301-15-PW; and

WHEREAS, during the development of plans for said improvement it was determined that Illinois American Water Company's, hereinafter referred to as the "IAWC", water main is located on a private easement and is in conflict with the proposed improvement and will need to be relocated; and

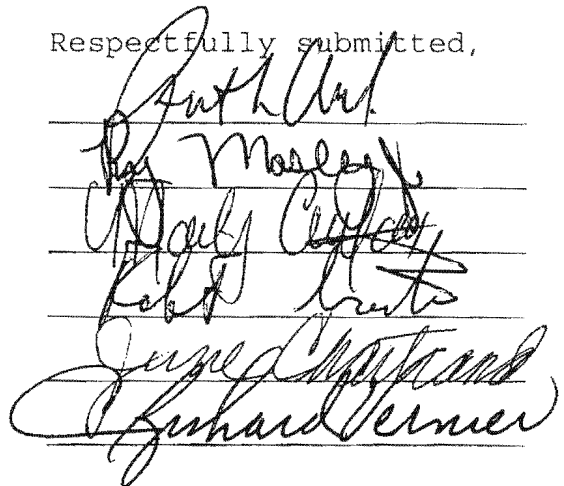
WHEREAS, the Department of Roads and Bridges of the County of St. Clair, hereinafter referred to as the "COUNTY", has prepared an agreement with IAWC which provides for the costs, maintenance and other obligations related to said relocation, an unexecuted copy of the agreement is attached hereto;

NOW, THEREFORE, BE IT RESOLVED, that the terms and conditions of the agreement are satisfactory and meet with the approval of the County Board; and

BE IT FURTHER RESOLVED, that the proposed water main relocation to be a part of the improvement designated Section 19-00301-20-MS; and

BE IT FURTHER RESOLVED, that the Chairman of this Board is authorized and directed to execute the Agreement in behalf of the COUNTY in accordance with the above.

Respectfully submitted,

The block contains five handwritten signatures in cursive script, each written over a horizontal line. From top to bottom, the signatures appear to be: 1. A signature that looks like 'Frank A. ...'. 2. A signature that looks like 'Ray Massey'. 3. A signature that looks like 'Duffy ...'. 4. A signature that looks like 'Robert ...'. 5. A large, stylized signature that looks like 'George ... and Richard Turner'.

Transportation Committee

Water Main Adjustment Resol
Section 19-00301-20-MS

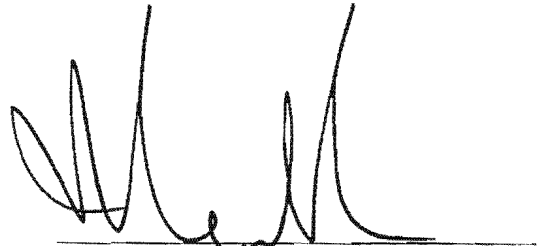
-2-

APPROVED AND ADOPTED at a meeting of the County Board of St.
Clair County, Illinois, this 30th day of September, 2019.

ATTEST:



County Clerk



County Board Chairman

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (the "Agreement") is made and entered into as of the ____ day of _____, 2019, by and between Illinois-American Water Company, an Illinois corporation ("IAWC"), and St. Clair County, Illinois, an Illinois municipal corporation (the "County"). Hereinafter, IAWC and County may be referred to individually as a "Party" or together as the "Parties".

RECITALS:

A. IAWC provides water utility service in certain areas of St. Clair County, Illinois.

B. County is planning the reconstruction of a portion of Frank Scott Parkway. The reconstruction will require the relocation of approximately 2,640 feet of IAWC's 16-inch water main, including all valves, fittings, hydrants and other related facilities, along Frank Scott Parkway between Old Collinsville Road and Hartman Lane (the "Relocated Main"). The Relocated Main currently lies in private easement obtained by IAWC.

C. Another approximately 1,470 feet of IAWC's 16-inch water main along Frank Scott Parkway, between Hartman Lane and Green Mount Road (the "Fixed Main"), was installed in County right of way in 2008 without a permit. The Fixed Main is not in conflict with the proposed Frank Scott Parkway reconstruction and will not require relocation.

D. In exchange for permission to maintain the Fixed Main in County right of way, IAWC is agreeable to paying 56 percent of the cost of relocation of the Relocated Main that currently lies within IAWC easement.

E. County is willing to provide a permit for the Fixed Main and for which County agrees to assume the cost of any future relocation due to actions taken by County.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements set forth herein, the parties hereto agree as follows:

Article I Relocated Main Relocation

1.1 Construction. In accordance with the approved plans and specifications attached hereto as Exhibit 1 and incorporated herein by reference, IAWC shall construct and install the Relocated Main along the designated portions of Frank Scott Parkway. The size, type, quality, location, and manner of construction and installation of the Relocated Main shall be as indicated on Exhibit 1.

1.2 Cost Reimbursement. County shall pay to IAWC 44 percent of actual costs incurred by IAWC in connection with the construction and installation of the Relocated Main, including both internal costs and amounts paid by IAWC to contractors. An itemized total cost estimate of the Relocated Main to be constructed and installed pursuant to this Agreement is attached hereto

as Exhibit 2 and incorporated herein by reference. The final cost to be paid by County shall not exceed the Exhibit 2 estimate by more than ten (10) percent (the "Final Cost"). IAWC shall invoice County for the Final Cost after substantial completion of construction and installation. Said invoice shall include a description of all items of work for which the Final Cost was based. County shall pay the Final Cost within thirty (30) days of receipt of the invoice.

1.3 Evidence of Right. Before the commencement of relocation, County shall provide to IAWC evidence of perpetual easements and rights-of-way acquired in the name of County, for all portions of the route along which the Relocated Main will be installed as may be necessary to (a) provide water service to each parcel or lot on said route, and (b) install, operate, repair, replace, and maintain the Relocated Main, which evidence shall be satisfactory to IAWC in its reasonable discretion.

1.4 Future Relocation. In the event that future improvements, reconstruction, or maintenance of Frank Scott Parkway or its associated drainage structures require the subsequent relocation or adjustment of the Relocated Main, County will advise IAWC of the contemplated change and will reimburse IAWC for its costs incurred in relocating or otherwise adjusting the Relocated Main. If IAWC must relocate the Relocated Main due to actions taken by the County, but there is no usable remaining area of its original private easement, IAWC will relocate its facilities to adjacent public right-of-way. If existing public right of way is insufficient, a new private easement shall be acquired by County, but subject to the same protections and assurances from County herein specified as if the facilities remained in IAWC's original private easement.

Article II Fixed Main

2.1 Easements. County shall provide to IAWC evidence of rights-of-way acquired in the name of County for all portions of the route along which the Fixed Main is installed as may be necessary to (a) provide water service to each parcel or lot on said route, and (b) operate, repair, replace, and maintain the Fixed Main, which evidence shall be satisfactory to IAWC in its reasonable discretion.

2.2 Future Relocation. In the event that future improvements, reconstruction, or maintenance of Frank Scott Parkway or its associated drainage structures require the relocation or adjustment of the Fixed Main, County will advise IAWC of the contemplated change and will reimburse IAWC for its costs incurred in relocating or otherwise adjusting the Fixed Main, and will provide to IAWC evidence of rights-of-way acquired in the name of County for all portions of the route along which the Fixed Main is installed as may be necessary to (a) provide water service to each parcel or lot on said route and (b) operate, repair, replace, and maintain the Fixed Main, which evidence shall be satisfactory to IAWC in its reasonable discretion.

Article III No Inconsistent Action

County hereby covenants and agrees not to enact or pass any ordinance or law inconsistent with the terms of this Agreement.

Article IV
Notices

Any notice, demand or communication required herein or permitted hereunder shall be deemed to have been sufficiently given or served for all purposes if (a) delivered personally to the party or to an authorized representative of the party to whom the same is directed, (b) if sent by a nationally recognized overnight delivery service, charges prepaid, or (c) if sent by certified mail (return receipt requested), postage and charges prepaid, in each case addressed as follows:

If to County: St. Clair County Dept. of Roads & Bridges
 Attn: County Engineer
 1415 North Belt West
 Belleville, IL 62226

If to the Company: Illinois-American Water Company
 Attn: President
 100 N. Water Works Drive
 Belleville, Illinois 62223

With a copy to: Illinois-American Water Company
 Attn: Legal Department
 100 North Water Works Drive
 Belleville, IL 62223

or to such other address with respect to a party as such party shall notify the other in writing as above provided. Except as otherwise provided in this Agreement, any such notice shall be deemed to be given on the day personally delivered, one (1) day after the date on which the same was deposited with a nationally recognized overnight delivery service, or three (3) business days after the date on which the same was deposited in a regularly maintained receptacle for the deposit of United States mail, in each case addressed and sent as aforesaid.

Article V
Miscellaneous

5.1 Applicable Law. This Agreement shall be construed and its performance shall be determined in accordance with the laws of the State of Illinois.

5.2 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided, however, that that an assignment or other transfer of this Agreement or any rights or obligations hereunder by either party shall not be binding upon the other party until such assignment or other transfer is

approved and accepted in writing by the opposing party; and provided further, however, IAWC shall have the right at any time to assign the entire Agreement to any public utility corporation organized under the laws of the State of Illinois or authorized to engage in public utility business within the State of Illinois or to any other person, firm, or corporation authorized or empowered to own and/or operate a water utility business within the corporate limits of the County.

5.3 Severability. The invalidity of any provision or part of this Agreement shall not be deemed to affect the validity of any other provision. In the event that any provision or part hereof is held illegal, unenforceable or invalid, both Parties agree that the remaining provisions shall be and remain valid and enforceable to the fullest extent permitted by law.

5.4 Complete Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements and understandings between the Parties with respect to the subject matter thereof.

5.5 Amendment. No change in, addition to, or waiver of any of the provisions of this Agreement shall be binding upon any party unless in writing and signed by the party sought to be bound.

5.6 Captions. The captions in this Agreement are included for purposes of convenience only and shall not be considered a part of this Agreement in construing or interpreting any provision hereof or herein contained.

5.7 Waiver and Other Action. The failure of a party to exercise any right, power or option given it hereunder, or to insist upon strict compliance with the provisions hereof, shall not constitute a waiver of the terms and conditions of this Agreement with respect to any other or subsequent breach thereof, nor a waiver by such party of its rights at any time to require exact and strict compliance with all the terms hereof. The rights and remedies under this Agreement are cumulative to any other rights or remedies which may be warranted by law.

5.8 Warranties as to Authority; No Conflict. The individuals executing this Agreement hereby warrant that they have the proper authority to enter into this Agreement on behalf of the party for whom they are signing and that any and all necessary corporate actions or resolutions, if any, necessary to that party's entry into this Agreement have been duly adopted. Neither the execution of this Agreement, nor the consummation or performance of any of the transactions contemplated hereby will, directly or indirectly (a) contravene, conflict with, or result in a violation of any resolution, ordinance or other law adopted by County, or (b) give any person the right to challenge any of the transactions contemplated hereby or to exercise any remedy or obtain any relief under any such resolution, ordinance or law. The parties agree that the Company is acting as an independent contractor and is not an employee or affiliate of County.

5.9 Counterpart Execution. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one and the same instrument, and this Agreement shall not be binding on the signatories hereto until all such parties have executed this Agreement.

5.10 Recitals. The recitals set forth above are incorporated in, and form an integral part of, this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their authorized individuals to be effective as of the day, month, and year first above written.

ILLINOIS-AMERICAN WATER COMPANY

By: _____
Title: _____

ST. CLAIR COUNTY, ILLINOIS

By: _____
Title: _____

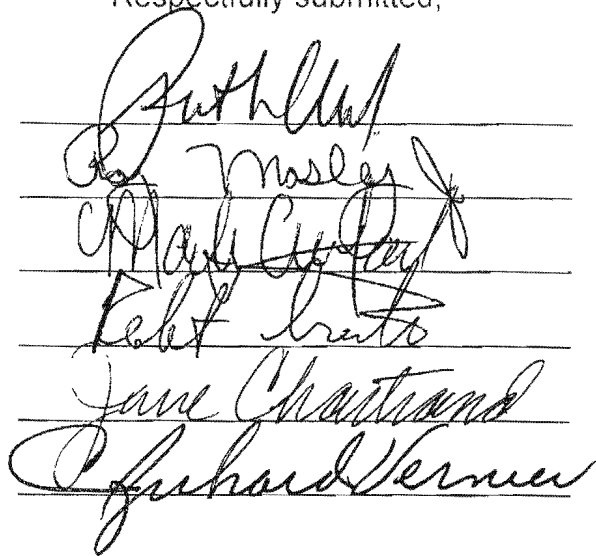
RESOLUTION #2478-19-RT

WHEREAS, Charter Communications (Spectrum), by Highway Permit 2685 seeks permission and authority to install a communications cable along the South side of Eiler Road, County Highway 18, Maintenance Sections H-66-3, from just West of Indian Hill Drive to just East of Richland Place.

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

Respectfully submitted,

A series of handwritten signatures in black ink, stacked vertically over horizontal lines. The signatures are: Ruth Hill, Dan Masley, Mary C. [unclear], Robert [unclear], Jane Chastland, and Richard [unclear].

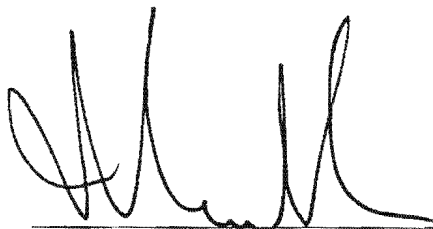
Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:

A handwritten signature in black ink, appearing to be "Thomas [unclear]".

County Clerk

A large, stylized handwritten signature in black ink, appearing to be "H. Hill".

County Board Chairman

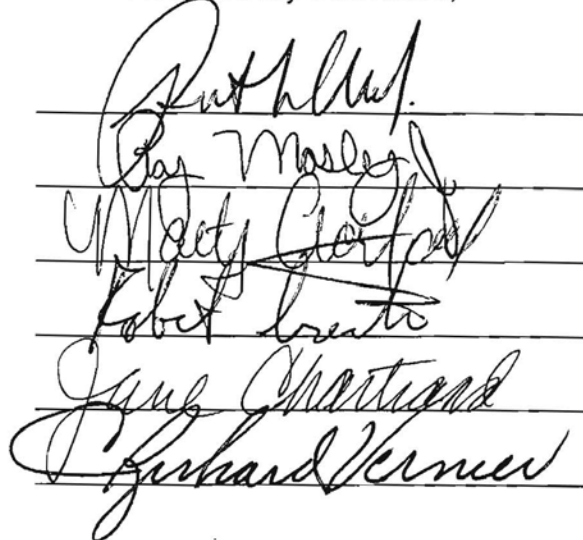
RESOLUTION #2479-19-RT

WHEREAS, CenturyLink, by Highway Permit 2686 seeks permission and authority to install a communications cable along the East side of Reider Road, County Highway 99, Maintenance Sections R-29-1, from Route 50 to the access control (A/C) line on the North side of the I-64 Interchange. The cable installation on St. Clair County right-of-way begins again at the westernmost A/C line on the South side of the I-64 interchange and continues westerly to Wherry Housing Road; and,

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

Respectfully submitted,



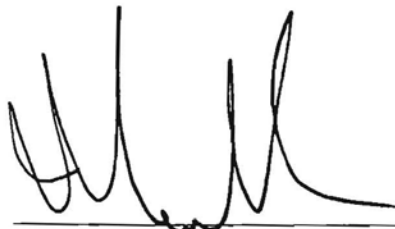
Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:



County Clerk



County Board Chairman

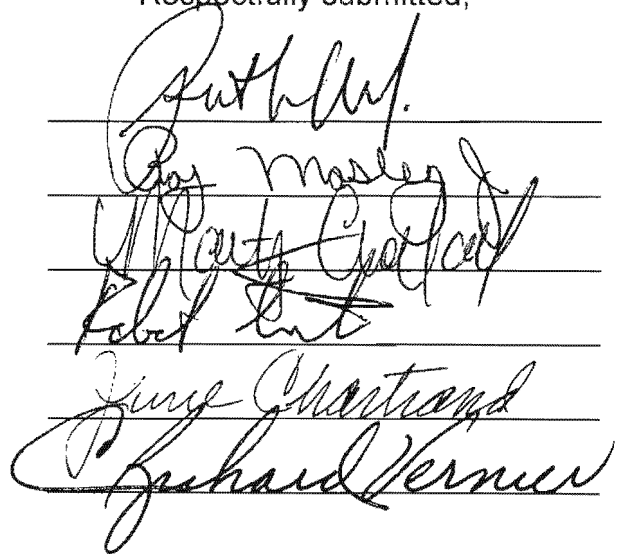
RESOLUTION #2480-19-RT

WHEREAS, CenturyLink, by Highway Permit 2687 seeks permission and authority to install a communications cable along the East side of Wherry Housing Road, County Highway 82, Maintenance Sections H-62-3, from Rieder Road to the SAFB North entrance gate; and,

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

Respectfully submitted,

The block contains five handwritten signatures, each written over a horizontal line. From top to bottom, the signatures are: 1. A signature that appears to be 'Guthrie'. 2. A signature that appears to be 'Ray Massey'. 3. A signature that appears to be 'Marty Gaffney'. 4. A signature that appears to be 'Robert Smith'. 5. A signature that appears to be 'Jung Chastanod'. Below these is a larger signature that appears to be 'Richard Verner'.

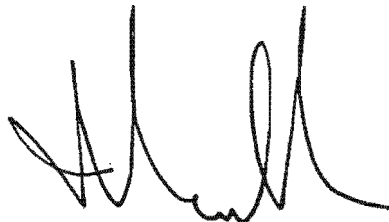
Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:

A handwritten signature in cursive script, appearing to be 'Theresa Wilson', written over a horizontal line.

County Clerk

A handwritten signature in cursive script, appearing to be 'Mark', written over a horizontal line.

County Board Chairman

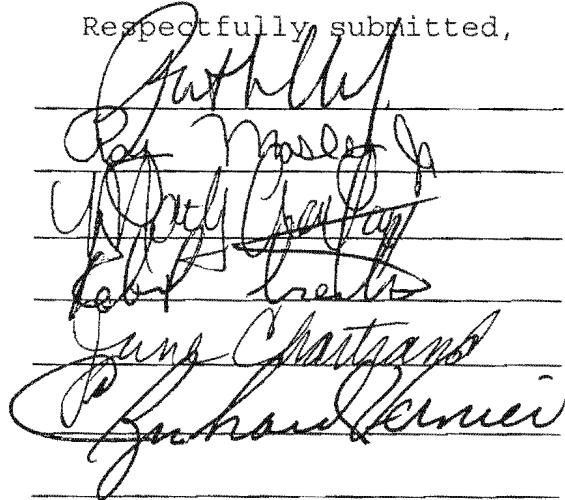
RESOLUTION #2481-19-RT

BE IT RESOLVED, by the County Board of St. Clair County, Illinois, that Str. 082-3086, which carries Triple Lakes Road, County Highway 39, over the Prairie Du Pont Canal be repaired under the Illinois Highway Code by removing and replacing the existing HMA surface course and waterproofing membrane system in addition to the repair of the existing longitudinal keyways.

NOW, THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Three Hundred and Fifty Thousand Dollars (\$350,000.00) from the County Bridge Fund for the construction of this improvement; and

BE IT FURTHER RESOLVED, that the improvement be designated as Section 18-00081-06-BR.

Respectfully submitted,

A series of five handwritten signatures are stacked vertically over horizontal lines. The signatures are in cursive and appear to be: 1. A signature starting with 'G'. 2. A signature starting with 'R'. 3. A signature starting with 'M'. 4. A signature starting with 'S'. 5. A signature starting with 'J'.

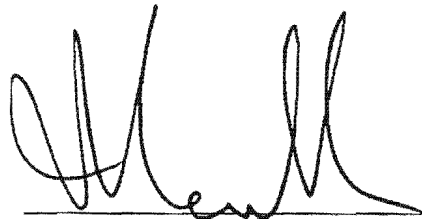
Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:

A handwritten signature in cursive, appearing to read 'Thomas H. [unclear]', written over a horizontal line.

County Clerk

A large, stylized handwritten signature in cursive, written over a horizontal line.

County Board Chairman

RESOLUTION #2482-19-RT

**Vacation of Utility Easement in Lot 3 of Estates at Far Oaks
Subdivision**

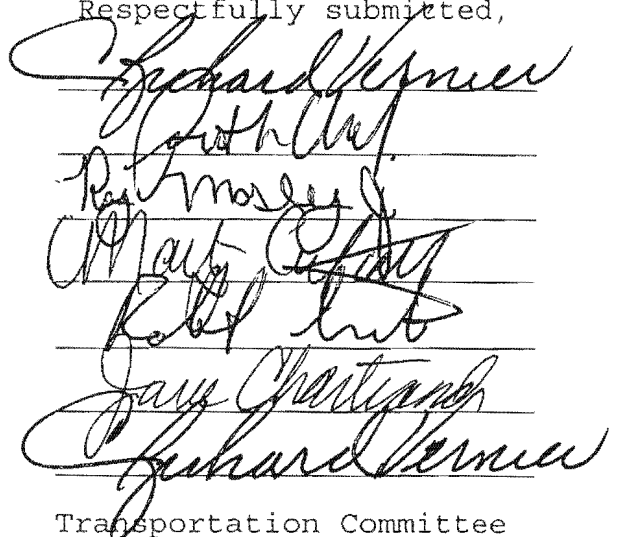
WHEREAS, pursuant to Subdivision Code 34-3-1 of the Revised Code of Ordinances of St. Clair County, Illinois, the Transportation Committee of the County Board is given the full authority of the Subdivision Committee; and,

WHEREAS, the owner of said Lot 3 of The Estates at Far Oaks Subdivision, Ms. Kimberly D. Hicks, and the owner of the existing easement, Far Oaks Golf Club, LLC, an Illinois Corporation, has expressed their desire to vacate the existing ten (10) foot wide utility easement running parallel with and adjacent to the northerly property line of Lot 3 as shown on plat of said subdivision in Plat Book 106 Page 72 in the Records Office of St. Clair County, Illinois; and,

WHEREAS, the owner of Lot 3 and the owner of the easement have determined that the utility easement is unnecessary for either present or prospective public use or purposes.

NOW, THEREFORE, BE IT RESOLVED, that the County hereby approves the vacation of the easement as shown on the PLAT OF EASEMENT VACATION attached hereto and incorporated herein and that said vacation will become effective upon recording of the aforementioned PLAT OF EASEMENT VACATION, in the Records Office of St. Clair County Illinois.

Respectfully submitted,


Transportation Committee

Vacation of Utility Easement

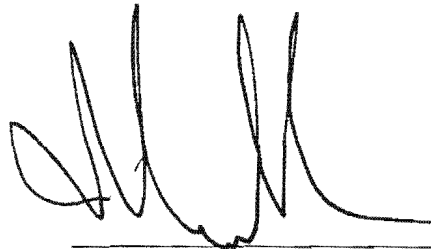
- Page 2 -

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:



County Clerk



County Board Chairman

PLAT OF EASEMENT VACATION

PART OF LOT 3 OF THE ESTATES AT FAR OAKS, A SUBDIVISION RECORDED IN BK. 106, PG. 72 AS DEC. AD1944605 OF THE ST. CLAIR COUNTY, ILLINOIS, RECORDER'S OFFICE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 8 WEST OF THE THIRD PRINCIPAL MERIDIAN, ST. CLAIR COUNTY, ILLINOIS



(ASSUMED)

SCALE: 1" = 60'

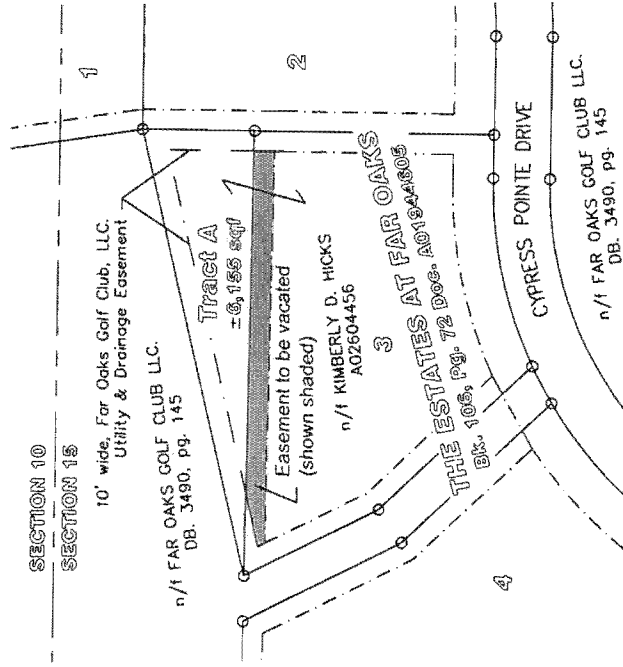
- = IRON MARKER FOUND
- = 5/8" IRON PIN SET
- = CONCRETE MONUMENT FOUND

GRAPHIC SCALE



(IN FEET)

1 inch = 60 ft.



SURVEYOR'S CERTIFICATE:

I hereby certify that, to the best of my knowledge and belief, this is a correct representation of a plat made under my supervision at the request of, and for the exclusive use of the owners, or their representatives, in August, 2019.

Patrick R. Netemeyer LP L.S. No. 2704

Expiration Date: November 30, 2020

It is not warranted that this plat contains complete information regarding dedications, easements, rights of way, Federal Emergency Management Agency Flood Zones, encroachments, building locations, occupation lines, or other encumbrances. For complete information, a title opinion or commitment for title insurance and FEMA maps should be obtained, reviewed, and upon request additional information can be included on this plat. This professional service conforms to the current Illinois minimum standards for a boundary survey.

OWNER'S CERTIFICATE:

State of Illinois) ss

County of St. Clair)

Kimberly D. Hicks

I, Kimberly D. Hicks, the undersigned, being the owner of Lot 3 of The Estates at Far Oaks, are hereby requesting that the easement (shown shaded) be vacated. Also, I hereby affirm that there are no utilities in the easement proposed to be vacated.

In witness whereof, I have set my hands this ____ day of ____ 2019.

Kimberly D. Hicks

NOTARY PUBLIC CERTIFICATE:

State of Illinois) ss

County of St. Clair)

Kimberly D. Hicks

I, the undersigned, Notary Public in and for said county in the state aforesaid, do hereby certify that Kimberly D. Hicks, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me in person this day and acknowledged that she has signed and delivered the said plat as her own free and voluntary act for the uses and purposes herein set forth.

Given under my hand and seal this ____ day of ____ 2019.

Notary Public

OWNER'S CERTIFICATE:

State of Illinois) ss

County of St. Clair)

Member

FAR OAKS GOLF CLUB, LLC

774 Sunset Blvd., Suite 100

OT Fallon, IL 62269

I, the undersigned, member of FAR OAKS GOLF CLUB, LLC, an Illinois Corporation, are hereby requesting that the easement (shown shaded) be vacated. Also, we hereby affirm that there are no utilities in the easement proposed to be vacated.

In witness whereof, we have set my hands this ____ day of ____ 2019.

NOTARY PUBLIC CERTIFICATE:

State of Illinois) ss

County of St. Clair)

Member

FAR OAKS GOLF CLUB, LLC

774 Sunset Blvd., Suite 100

OT Fallon, IL 62269

I, the undersigned, Notary Public in and for said county in the state aforesaid, do hereby certify that

Member of FAR OAKS GOLF CLUB, LLC, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such owner, appeared before me in person this day and acknowledged that he has signed and delivered the said plat as his own free and voluntary act for the uses and purposes herein set forth.

Given under my hand and seal this ____ day of ____ 2019.

Notary Public

COUNTY CERTIFICATE:

State of Illinois) ss

County of St. Clair)

Mark Kern, Chairman of the Board, St. Clair County, do hereby certify that the Easement Vacation (shown hereon) was duly presented to the County Board and approved at a regular meeting held the ____ day of ____ 2019.

1. Mark Kern, Chairman of the Board, St. Clair County, do hereby certify that the Easement Vacation (shown hereon) was duly presented to the County Board and approved at a regular meeting held the ____ day of ____ 2019.

Mark Kern, Chairman of the Board

St. Clair County, Illinois

Thomas Holbrook, County Clerk

St. Clair County, Illinois

NOTES:
1. Client's name:
Holloran Construction, Inc.
% Steve Macaluso
774 Sunset Blvd.
OT Fallon, IL 62269

2. Field work completed in January, 2019.

IL Prof. Design Firm (LS/PE/SE) 184-001027

NETEMEYER ENGINEERING ASSOCIATES, INC.

101 SOUTH PAGE
AVISTON, IL 62216
PH: (618) 228-7816
FAX: (618) 228-7900

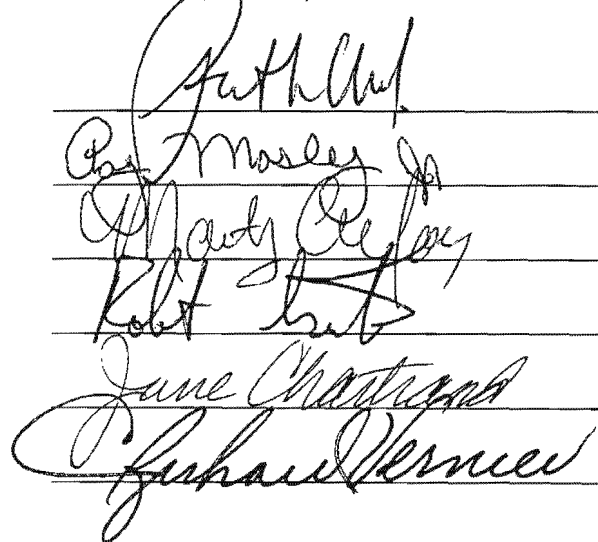
RESOLUTION #2483-19-RT

WHEREAS, Charter Communications (Spectrum), by Highway Permit 2688 seeks permission and authority to install a communications cable along and under Frank Scott Parkway West, County Highway 46, Maintenance Sections P-66-1, from the Belleville West High School campus southerly to S. 11th Street. The cable will cross under the roadway approximately 1030 feet north of S. 11th Street intersection.

WHEREAS, said plans submitted for the construction have been accepted and approved by the Highway Department.

NOW, THEREFORE, BE IT RESOLVED, that the Chairman of the County Board be, and he is, hereby authorized and directed to execute said permit in the form recommended by the County Engineer.

Respectfully submitted,

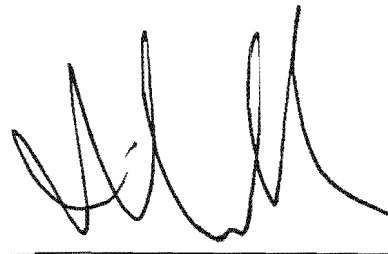

The block contains five handwritten signatures stacked vertically, each on a horizontal line. The signatures are: 1. A signature that appears to be 'Pat H. ...'. 2. A signature that appears to be 'Bob Mosley Jr.'. 3. A signature that appears to be 'Marty ...'. 4. A signature that appears to be 'Bob ...'. 5. A signature that appears to be 'Jane ...'. Below the last signature is another line with a signature that appears to be 'Richard ...'.

Transportation Committee

APPROVED AND ADOPTED at a meeting of the County Board of St. Clair County, Illinois, this 30th day of September, 2019.

ATTEST:


County Clerk


County Board Chairman

RESOLUTION NO. 2484-19-R

WHEREAS, the County of St. Clair has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS, Sec. 200/21-90 and 35 ILCS, Sec. 200/21-175 et seq.

WHEREAS, pursuant to this program the County of St. Clair has acquired an interest in the following described real estate:

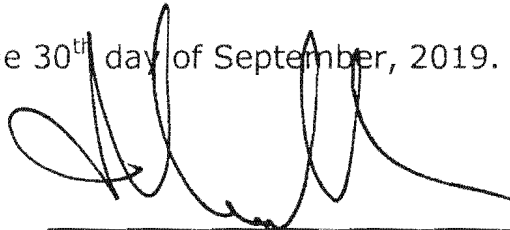
(See attachment)

and it appearing to the Trustee Committee that it would be to the best interest of the County to dispose of its interest in said property.

THEREFORE, the Trustee Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF ST. CLAIR COUNTY, ILLINOIS, that the Chairman of the Board of St. Clair County, Illinois, be authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the above described real estate for the sum of One Hundred Sixty-One Thousand, Two Hundred Seventy-Five and 66/100 Dollars (\$161,275.66) paid to the Treasurer of St. Clair County, Illinois, to be distributed according to law.

Adopted by roll call vote on the 30th day of September, 2019.



Chairman, St. Clair County Board

ATTEST:


Clerk of the Board

RES#	Account	Type	Account Name	Parcel#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
09-19-001	201301754	REC	FELECIA COLEMAN	02-16.0-214-036	CANTEEN	5,279.76	68.00	0.00	84.25	827.42	4,215.84
09-19-002	0819947	SAL	CITY OF BELLEVILLE	08-21.0-119-016	BELLEVILLE	795.00	124.51	0.00	90.00	450.00	130.49
09-19-003	1018161	SAL	4 CORNERS INVESTMENT GROUP	02-20.0-202-010, 011	EAST ST LOUIS	806.25	71.26	11.25	105.00	450.00	168.74
09-19-004	1018093	SAL	GENEVA DOTSON, LA JEANAI KELTEE, WILLIAM KELTEE III	02-15.0-113-006	CANTEEN	8,265.00	60.02	120.00	84.25	2,100.00	5,900.73
09-19-005	0819941	SAL	VILLAGE OF CASEYVILLE	03-18.0-202-006	CASEYVILLE	795.00	136.34	0.00	90.00	450.00	118.66
09-19-006	0819940	SAL	VILLAGE OF CASEYVILLE	03-18.0-102-010	CASEYVILLE	795.00	89.39	0.00	90.00	450.00	165.61
09-19-007	0819944	SAL	VILLAGE OF CASEYVILLE	02-13.0-208-048	CANTEEN	795.00	203.95	0.00	90.00	450.00	51.05
09-19-008	0819943	SAL	VILLAGE OF CASEYVILLE	02-13.0-207-012	CANTEEN	795.00	129.67	0.00	90.00	450.00	125.33
09-19-009	201400006	REC	CLAIRESE MATTOX	01-02.0-205-001	STITES	5,269.23	108.91	0.00	84.25	1,569.16	3,506.91
09-19-010	201305288	REC	LEE BYRUM JR	07-07.0-105-046	CENTREVILLE	2,365.00	68.00	0.00	84.25	497.21	1,715.54
09-19-011	201400063	REC	BEY MILLER BEY TRUSTEE	01-13.0-303-001	EAST ST LOUIS	9,377.00	147.81	0.00	84.25	3,011.37	6,133.57
09-19-012	201400007	REC	CLAIRESE MATTOX	01-02.0-205-002	STITES	1,730.77	167.71	0.00	84.25	622.63	856.18
09-19-013	1018278	SAL	FONTANOS A ELLISON	07-07.0-313-013, 014	CENTREVILLE	3,704.30	87.17	52.50	114.25	981.80	2,468.58
09-19-014	1018205	SAL	BRITTANY C JONES	06-02.0-104-015	CENTREVILLE	10,830.00	59.80	157.50	84.25	2,751.10	7,775.95
09-19-015	201302419	REC	ESTELLA C AND FELICIA SKINNER	02-20.0-204-006	EAST ST LOUIS	7,407.47	127.06	0.00	84.25	2,092.67	5,103.49
09-19-016	201301799	REC	EAST PARK INC	02-16.0-223-050	CANTEEN	2,741.00	68.00	0.00	84.25	1,182.26	1,393.86
09-19-017	0719281	SAL	ANDRE' MIXON II	06-02.0-209-028	CENTREVILLE	806.25	35.63	11.25	75.00	450.00	234.37
09-19-018	0719222	SAL	RHONDA Y MACCOU	02-26.0-422-004	EAST ST LOUIS	45,720.00	0.00	675.00	84.25	11,250.00	33,710.75
09-19-019	0719293	SAL	DAVID AGNEW	06-15.0-403-014	SUGARLOAF	806.25	93.15	11.25	84.25	450.00	167.60
09-19-020	0419063	SAL	CHARLES T. JENNINGS	02-15.0-118-018	CANTEEN	2,075.00	0.00	30.00	84.25	500.00	1,460.75
09-19-021	0119212	SAL	JESSIE JR GRANGER	02-18.0-419-039	EAST ST LOUIS	807.00	40.23	11.25	84.25	450.00	221.27
09-19-022	0419236	SAL	LASHANDRA R. ANDERSON	06-03.0-405-030	CENTREVILLE	3,600.00	0.00	52.50	84.25	875.00	2,585.75
09-19-023	0819915	SAL	VILLAGE OF DUPO	06-21.0-404-010	SUGARLOAF	795.00	166.20	0.00	90.00	450.00	88.80
09-19-024	0819904	SAL	VILLAGE OF SAUGET	01-36.0-100-005	CENTREVILLE	795.00	109.53	0.00	90.00	450.00	145.47
09-19-025	0819906	SAL	VILLAGE OF SAUGET	01-36.0-100-007	CENTREVILLE	795.00	96.06	0.00	90.00	450.00	158.94
09-19-026	0819905	SAL	VILLAGE OF SAUGET	01-36.0-100-006	CENTREVILLE	795.00	96.06	0.00	90.00	450.00	158.94
09-19-027	0819003X	SAL	VILLAGE OF DUPO	06-21.0-217-001, 002, 003, 004	SUGARLOAF	795.00	120.00	0.00	225.00	450.00	0.00
09-19-028	0719317	SAL	MOYIBI THOMAS	08-14.0-310-007	BELLEVILLE	8,165.00	66.47	120.00	84.25	2,000.00	5,894.28
09-19-029	0719303	SAL	PAMELA D. TAYLOR	07-07.0-200-046	CENTREVILLE	2,075.00	0.00	30.00	84.25	500.00	1,460.75
09-19-030	201502567	REC	CATRICE VAUGHN MOSLEY	02-32.0-212-008	CENTREVILLE	3,778.32	123.65	0.00	90.00	1,079.43	2,485.24
09-19-031	0119270	SAL	CHANDRA L GALE	02-22.0-419-037	EAST ST LOUIS	14,331.00	0.00	210.00	84.25	3,575.00	10,460.75
09-19-032	201403819	REC	MOLLIE MCCLAIN-STANLEY	07-07.0-104-011	CENTREVILLE	13,887.65	134.58	0.00	84.25	3,589.20	10,079.62
09-19-033	0719002	SAL	SOUL REACHING INC.	01-13.0-227-035	EAST ST LOUIS	806.25	85.13	11.25	84.25	450.00	175.62

RES#	Account	Type	Account Name	Parce#	Township	Total Collected	County Clerk	Auctioneer	Recorder/ Sec of State	Agent	Treasurer
09-19-034	0819005X	SAL	CITY OF BELLEVILLE	08-27 0-202-001	BELLEVILLE	795.00	150.07	0.00	90.00	450.00	104.93
09-19-035	0819950	SAL	CITY OF BELLEVILLE	08-20 0-413-015	BELLEVILLE	795.00	89.39	0.00	90.00	450.00	165.61
09-19-036	0819004X	SAL	CITY OF BELLEVILLE	08-27 0-211-026, 027	BELLEVILLE	795.00	0.00	0.00	123.50	450.00	221.50
09-19-037	0819951	SAL	CITY OF BELLEVILLE	08-07 0-410-001	BELLEVILLE	795.00	102.73	0.00	90.00	450.00	152.27
09-19-038	0419159	SAL	FERLANDAS AND NAKIA SMITH	02-29 0-300-008 THRU 012, 015, 016, 017, 068	CENTREVILLE	1,878.80	274.36	27.00	342.75	456.80	777.89
09-19-039	0119249	SAL	JOHN L. MOSLEY	02-20 0-207-012, 013	EAST ST LOUIS	6,215.00	39.93	90.00	123.50	1,575.00	4,381.57
09-19-040	201402517	REC	HAZELL QUARLES	02-32 0-401-003	CENTREVILLE	2,990.00	68.00	0.00	84.25	765.52	2,072.23
09-19-041	0719029	SAL	MONTSHO O JONES	01-24 0-310-045	EAST ST LOUIS	807.00	24.13	11.25	75.00	450.00	246.62
09-19-042	0718044	SAL	CARLA WILLIS	01-35 0-203-005	CENTREVILLE	4,556.42	0.00	82.50	84.25	1,219.48	3,170.19
09-19-043	1017033	SAL	DERISSA DAVIS	02-08 0-421-023	EAST ST LOUIS	6,411.07	66.16	90.00	84.25	1,775.97	4,394.69
09-19-044	0719286	SAL	EXZAYBION L. JACKSON	06-03 0-413-020	CENTREVILLE	4,358.75	0.00	63.75	84.25	1,062.50	3,148.25
09-19-045	0716330	SAL	DION GARRETT AND TIMIKI ADAMS	02-25 0-313-005	EAST ST LOUIS	20,816.00	85.38	300.00	84.25	5,470.03	14,876.34
09-19-046	0819948	SAL	CITY OF FAIRVIEW HEIGHTS	03-28 0-403-023	CASEYVILLE	795.00	171.29	0.00	90.00	450.00	83.71
09-19-047	201400699	DEF-RE	QIARRA L BLUE AND QSAAD WRIGHT	02-09 0-335-006	EAST ST LOUIS	4,029.00	73.25	0.00	0.00	1,157.86	2,797.89
09-19-048	201302897	DEF-RE	ELLIS VAUGHN	02-26 0-302-020	EAST ST LOUIS	6,996.00	46.03	0.00	0.00	1,936.56	5,013.41
09-19-049	201002244	DEF-RE	SHEILA MCMILLER	02-30 0-119-036	EAST ST LOUIS	1,260.00	0.00	0.00	0.00	207.14	1,052.86
09-19-050	201402282	DEF-RE	GWENDOLYN MCCALLUM	02-29 0-309-081	CENTREVILLE	615.00	48.51	0.00	0.00	336.02	230.47
09-19-051	201401353	DEF-RE	LARRY SWEATT	02-17 0-410-024	EAST ST LOUIS	1,460.00	66.69	0.00	0.00	283.72	409.59

Totals

\$228,951.54 \$4,190.21 \$2,168.25 \$4,466.00 \$64,700.85 \$152,619.45

[Handwritten signatures and initials]

Clerk Fees

\$4,190.21

Recorder/Sec of State Fees

\$4,466.00

Total to County

\$161,275.66

Committee Members

COUNTY BOARD EXTENSION REQUEST

PAYER: Qiarra L Blue & Qsaad Wright (9/25/19)
Account No.: 201400699 Parcel I. D. No.: 02-09.0-335-006
Property Address: 1626 N 42nd Street, ESL

Property Description:

Is this property: Occupied? No
 Rented or Leased? -
 Generating Income? -

History of Account: (Payment dates and amounts)

Opened: 5/3/18
Purchase Price: \$6342.56
Total Paid to Account: \$4029.00
Balance Due: \$2365.36
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid 460.00 check at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Bettye Cunningham for Allen & Betty Dorsey (9/25/19)

Account No.: 201302305 Parcel I. D. No.: 02-19.0-220-062

Property Address: 2130 MLK Drive, ESL IL

Property Description:

Is this property: Occupied? Yes
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 2/23/15

Purchase Price: \$14405.90

Total Paid to Account: \$4416.00

Balance Due: \$10084.90

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

1019240 Paid \$1950.00 money orders at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Derissa Davis (9/25/19)

Account No.: 1017045 Parcel I. D. No.: 02-09.0-215-095,096

Property Address: 5321 Forest Blvd, Washington Park, IL 62204

Property Description:

Is this property: Occupied? No
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 10/25/17

Purchase Price: \$6391.67

Total Paid to Account: \$3105.00

Balance Due: \$3299.17

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance, etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Is to pay \$658.00 by 10/4/19 for a 6 month extension.

COUNTY BOARD EXTENSION REQUEST

PAYER: GRL Investments LLC (9/25/19)

Account No.: 200905036 Parcel I. D. No.: 02-27.0-213-006

Property Address: 7012 Shipley Ln, ESL IL

Property Description:

Is this property: Occupied? Yes
 Rented or Leased? _____
 Generating Income? _____

History of Account: (Payment dates and amounts)

Opened: 9/26/11

Purchase Price: \$24,348.37

Total Paid to Account: \$13,259.00

Balance Due: \$11,171.87

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

1019349 -paid \$5000.00 bank draft at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Shellie Howard Jr (9/25/19)
Account No.: 201202806 Parcel I. D. No.: 02-30.0-211-052
Property Address: 3110 Trendley Avenue, Centreville, IL

Property Description:

Is this property: Occupied? Yes
Rented or Leased? --
Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 6/16/16
Purchase Price: \$5719.74
Total Paid to Account: \$3840.00
Balance Due: \$1912.24
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$380.00 cash at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Latoya & Stephen Lancaster (9/25/19)

Account No.: 1018221 Parcel I. D. No.: 06-03.0-411-003

Property Address: 714 St Martin Drive, Cahokia, IL

Property Description:

Is this property: Occupied? No
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 10/24/18

Purchase Price: \$4738.60

Total Paid to Account: \$1730.00

Balance Due: \$3008.60

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$602.00 bank draft at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Erma Morgan Millard & Kevin Hayes (9/25/19)

Account No.: 201402147 Parcel I. D. No.: 02-27.0-212-036

Property Address: 7029 Shipley Lane, ESL IL

Property Description:

Is this property: Occupied? No
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 4/24/18

Purchase Price: \$10,091.68

Total Paid to Account: \$2854.00

Balance Due: \$7,270.18

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$600 cash at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Shakeema Mixon (9/25/19)

Account No.: 1018304 Parcel I. D. No.: 08-27.0-206-007

Property Address: 626 Mascoutah Avenue, Belleville, IL

Property Description:

Is this property: Occupied? No
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 10/24/18

Purchase Price: \$7269.30

Total Paid to Account: \$4250.00

Balance Due: \$3019.30

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$605.00 cash at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Malik M Rasheed (9/25/19)
Account No.: 0116141 **Parcel I. D. No.:** 02-25.0-302-014,015
Property Address: 74 Fairbrothers Place, ESL IL

Property Description:

Is this property: Occupied? No
 Rented or Leased? --
 Generating Income? --

History of Account: (Payment dates and amounts)

Opened: 1/27/19
Purchase Price: \$17789.00
Total Paid to Account: \$11407.00
Balance Due: \$6444.50
Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance, etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

1019310-paid \$1277.00 cash at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Autumn B Rounkles (9/25/19)

Account No.: 1018306 Parcel I. D. No.: 08-28.0-114-001

Property Address: 635 Union Avenue, Belleville, IL 62220

Property Description:

Is this property:

Occupied? -- _____

Rented or Leased? -- _____

Generating Income? -- _____

History of Account: (Payment dates and amounts)

Opened: 10/24/18

Purchase Price: \$6235.00

Total Paid to Account: \$2290.00

Balance Due: \$3957.50

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? _____

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

Paid \$500.00 personal check at 9/25/19 TC Mtg

COUNTY BOARD EXTENSION REQUEST

PAYER: Norman Tremell & Schnell Carraway (9/25/19)

Account No.: 201302461 Parcel I. D. No.: 02-20.0-221-010

Property Address: 650 N 37th Street, ESL

Property Description:

Is this property: Occupied? Yes
 Rented or Leased? no
 Generating Income? no

History of Account: (Payment dates and amounts)

Opened: 5/26/17

Purchase Price: \$15010.33

Total Paid to Account: \$8380.00

Balance Due: \$6737.83

Prospects for meeting Extended Payment Schedule: _____

PRIOR EXTENSIONS GRANTED? Yes

Any local government support for an extension? _____

Has the Payer purchased other properties? _____

Evidence of short or long term owner? _____

Is Payer delinquent in paying other real estate taxes? No

Has the Buyer ever not paid? No

What has Payer done with property? (insurance, repairs, maintenance , etc?)

Has Payer attempted to secure private financing? _____ With: _____

Do economic conditions in the area warrant an extension? _____

Are there or were there other bidders for this property? _____

Other comments or reasons for the extension by the Trustee Committee:

1019269 - Paid \$1340.00 cash at 9/25/19 TC Mtg



MARK A. KERN
CHAIRMAN

ST. CLAIR COUNTY BOARD

10 PUBLIC SQUARE, ROOM B-561, BELLEVILLE, ILLINOIS 62220-1623
(618) 277-6600 Ext. 2201 • FAX: 825-2740

District 5
LONNIE MOSLEY
VICE-CHAIRMAN

BOARD MEMBERS

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ROBERT L. ALLEN, JR.

District 2
JOAN I. MCINTOSH

District 3
WILLIE L. DANCY

District 4
NICHOLAS J. MILLER

District 6
ROY MOSLEY, JR.

District 7
ED COCKRELL

District 8
KEN EASTERLEY

District 9
C. RICHARD VERNIER

District 10
PAUL SEIBERT

District 11
JERRY J. DINGES

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SUSAN GRUBERMAN

District 13
STEPHEN E. REEB

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JOHN W. WEST

District 16
JUNE CHARTRAND

District 17
STEVEN GOMRIC

District 18
MATT SMALLHEER

District 19
JANA A. MOLL

District 20
KEVIN DAWSON

District 21
DEAN PRUETT

District 22
MICHAEL O'DONNELL

District 23
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District 24
MARTY T. CRAWFORD

District 25
JAMES HAYWOOD

District 26
SCOTT TIEMAN

District 27
KENNETH G. SHARKEY

District 28
SCOTT GREENWALD

District 29
CAROL D. CLARK

September 11, 2019

Mark A. Kern, Chairman
St. Clair County Board
10 Public Square
Belleville, Illinois 62220

Dear Chairman Kern:

The St. Clair County Board's Grants Committee submits the payroll and expense claims for the pay periods in **August, 2019**.

These claims involve the expenditure of programmatic and administrative funds associated with the Community Development Group, Workforce Development Group, and the Community Services Group.

These expenditures have been processed by the administrative staff of the St. Clair County Intergovernmental Grants Department. They have been reviewed and approved by the Grants Committee and are recommended for County Board approval by the Grants Committee.

Respectfully submitted,

Stephen Reeb, Chairman
St. Clair County Board Grants Committee



ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohli, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

- 618.233.7769
- 618.236.0676 fax

MONTHLY ACTIVITY REPORT August 2019

ENVIRONMENTAL PROGRAMS

JULY	AUG	YTD 19	YTD 18
------	-----	--------	--------

ENVIRONMENTAL HEALTH

FOOD SERVICE PROGRAM

Routine Inspection
Reinspection
Opening Inspections
Food Recall Notifications
Foodborne Illness Investigations
Complaint Investigations
In-services
of Participants
Consultations/Plan Reviews/Fires/Disasters

170	205	1,646	1,634
13	22	182	182
6	9	42	68
8	2	77	223
3	0	14	8
28	31	158	171
5	4	13	8
246	115	535	360
176	2602	5,013	9,730

LIQUOR INSPECTION PROGRAM

Routine Inspection

0	0	103	203
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NUISANCE/VECTOR/TANNING

Complaint Investigations & Rechecks
Smoke Free IL Complaints
Smoke Free IL Citations
Consultations (Smoking, Tanning, Vector)
Tanning Inspections & Rechecks
Vector Surveillance (May - October)

0	1	6	17
0	1	6	11
0	0	0	3
178	212	1,522	1,035
7	2	9	14
132	175	423	267

POTABLE WATER PROGRAM

Well Permits Issued
Well Inspections
Analysis Reviewed
Consultations

3	4	19	52
4	4	28	39
4	3	45	64
18	21	205	395

PRIVATE SEWAGE PROGRAM

Permits Issued
Sewage Consultations
Systems Inspected
Complaints, Investigations & Rechecks
Home Loan Inspections

13	9	68	78
67	58	860	1,993
13	8	60	72
26	20	133	139
1	0	2	1

ENVIRONMENTAL PROTECTION and POLLUTION PREVENTION

LANDFILL PROGRAM

Landfill, Compost, Open Dump Inspections, FUIs
New Open Dump Sites Closed
Complaint Investigations, Rechecks
Consultations

6	7	68	62
0	0	11	8
8	15	129	201
21	25	218	419

POLLUTION PREVENTION PROGRAM

Single Stream Recycling Comm./Drop Off Sites
School Paper Program Participants
Workshops/Presentations
Materials Distributed

0	0	75	75
0	0	87	87
0	0	0	6
75	54	252	2,371

together
for your health





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
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618.233.7713 fax

Environmental Health

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- 618.236.0676 fax

MONTHLY ACTIVITY REPORT August 2019

INFECTIOUS DISEASE PREVENTION

COMMUNICABLE DISEASE CASES

	JUL	AUG	YTD 19	YTD 18
Chlamydia	100	89	669	616
E-Coli	4	0	6	7
Gonorrhea	36	38	243	198
Group A Streptococcal (Invasive)	0	0	4	13
Hepatitis A	0	0	1	0
Hepatitis B	2	4	22	33
Hepatitis C	11	7	88	110
HIV+	2	3	12	9
Influenza	0	0	14	716
Flu-like Symptoms (Specific)	0	0	14	317
Meningitis (Bacterial)	0	0	0	0
MRSA	0	0	0	1
Pertussis (Whooping Cough)	0	2	4	6
Salmonella	4	10	23	11
Syphilis	9	7	30	40

TB CONTROL/TESTING

Field Visits (Directly Observed Therapy)	103	96	381	185
Client Contacts (Directly Observed Therapy)	103	96	381	185
Video Observed Therapy	0	0	132	n/a
Client Served under Video Observed Therapy	0	0	2	n/a
Clients Served (by Physician)	1	3	13	17
Client Contacts (Clinic)	157	141	942	1,054
Chest X-Ray	9	3	31	37
Skin Tests	72	66	414	461
Positive Skin Tests	9	5	51	45
MTB Cases	0	0	6	2
Suspects	0	0	3	2

HIV/AIDS CARE REGION

New to Medical Case Management	10	2	34	110
Total Caseload	595	599	599	596

HIV PREVENTION - REGION

HIV Tests Completed Total	4	10	60	48
HIV Tests Completed at SCCHD	4	10	52	51
New Positive Cases Identified	0	0	2	1
# Cases Linked to HIV Medical Care	NA	NA	1	0





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618.236.0821 fax
- Breast and Cervical Cancer
WISEWOMAN
618.233.7703
618.233.7713 fax

Environmental Health

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- 618.236.0676 fax

MONTHLY ACTIVITY REPORT August 2019

INFECTIOUS DISEASE PREVENTION (cont.)

HIV Disease Interv. Serv. - REGION

New Cases Opened
Individuals Notified
Linked to Medical Care
Already in care (May reflects to-date number)

JUL	AUG	YTD 19	YTD 18
0	3	26	145
0	0	6	15
0	2	8	10
0	0	7	35

EMPLOYEE HEALTH SERVICE

Employee Health Assessments
Influenza
OSHA/Blood-borne Training
Pneumonia
Tdap
Vaccine Preventable Vaccinations
Shingrix

1	4	7	1
0	0	4	9
1	5	60	64
0	0	0	9
0	0	3	9
2	2	19	34
0	0	0	22

ILLNESS INVESTIGATIONS-CONSULTATIONS

Off-site
Office
Phone
OOJ - Out of Jurisdiction
Documentation Sent - Physicians/
Medical Service Providers

1	0	1	1
35	17	136	102
758	758	5,519	4,054
10	10	113	153
280	220	1,677	918

EMERGENCY PREPAREDNESS

Public Outreach/Presentations
External Conferences/Workshops
Partnership Meetings
Materials Distributed
Project Activities
St. Clair County Personnel Trained
Health Department Personnel Trained*
Incident/Assistance

0	0	5	21
3	1	17	15
6	5	41	64
0	0	1,320	960
0	0	0	21
28	30	146	12
6	1	8	122
0	0	0	0

*Not tracked separately in 2018

MRC (MEDICAL RESERVE CORPS)

Public Outreach/Presentations
External Meetings/Workshops
Materials Distributed
Project Activities
Number of Personnel Trained
Incident/Assistance

0	0	4	7
0	0	4	20
0	0	120	325
0	0	0	18
0	0	1	1
0	0	0	0





ST. CLAIR COUNTY HEALTH DEPARTMENT

19 PUBLIC SQUARE, SUITE 150
BELLEVILLE, ILLINOIS 62220-1624
www.health.co.st-clair.il.us



Kelly Wood, M.D., M.S.P.H.
President, Board of Health

Barbara A. Hohlt, B.S., L.E.H.P.
Executive Director

Administrative/Fiscal
618.233.7703
618.222.1630 fax

Infectious Disease Prevention

- Communicable Disease
618.233.6175
618.233.9356 fax
- Southwestern Illinois
HIV Care Connect
618.825.4501
618.825.4585 fax
- Emergency Preparedness
618.233.7703
618.233.9356 fax

Personal Health

- Maternal-Child Health Programs
618.233.6170
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MONTHLY ACTIVITY REPORT August 2019

	JULY	AUG	YTD 19	YTD 18
PERSONAL HEALTH				

HEALTHY KIDS SERVICES

Immunizations	309	412	1,726	1,445
Developmental Screenings	157	148	1,279	1,072
Perinatal Depression Screenings	121	100	813	1,179
Lead Testing-Children	82	75	425	482
Lead Testing-Prenatal	42	36	269	269
Well Child Screening	21	14	137	0
Dental Fluoride	0	0	0	20

HEALTHY HOMES LEAD FOLLOW-UP PROG

Home Visits	1	0	12	0
New Enrollments	0	0	43	4
Prevention Education	13	5	73	18

GENETICS PROGRAM

Screenings	60	48	367	260
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CASE MANAGEMENT SERVICES

Total Caseload	887	278	n/a	n/a
New Enrollments	39	25	882	1,194
Intensive Prenatal Caseload	86	82	n/a	n/a
New Enrollments	15	14	123	98
Services Provided	732	1,173	9,522	9,021

HEALTH INSURANCE APPLICATIONS

Healthy Start (MPE) Prenatal	0	1	11	16
Add a Baby	6	8	70	64
All Kids	0	9	24	15
Add a Family Member	0	0	6	1
SNAP (Food Assistance)	0	2	15	21
TANF (Cash Assistance)	0	0	4	11
Technical Assistance	1	2	8	n/a

WOMEN, INFANTS & CHILDREN (WIC)

Assigned Caseload	1,752	1,752	n/a	n/a
Clients Picking Up Food Instruments	1,543	1,561	12,097	10,780
Achievement Percentage	88%	89%	n/a	n/a
Clients Certified	251	229	1,684	1,699
Nutrition Education Attendance	241	239	1,811	1,655

BREASTFEEDING PEER COUNSELOR PRGM

Caseload	108	97	n/a	n/a
Client Contacts	135	147	1,256	1,381
New Enrollments	44	27	172	130





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MONTHLY ACTIVITY REPORT August 2019

PERSONAL HEALTH (cont.)

VACCINE FOR CHILDREN (COMPLIANCE)

Provider Phone Contacts
Meetings Attended
Educational Provider Visits
Storage/Handling/Compliance Provider Visits*
New Enrollment Provider Visits
*provisional data until reporting finalized

JULY	AUG	YTD 19	YTD 18
1	0	19	50
0	0	2	4
0	0	1	4
0	0	15	13
0	0	0	2

PHS COMMUNITY OUTREACH

Health Fairs
Total Attendance
Presentations
Total Attendance
Meetings/Conferences/Workshop Contacts
Face to Face Contacts
Other Outreach Contacts

1	8	22	10
350	594	1,458	5,582
3	0	39	15
130	0	1,353	203
8	10	66	22
205	100	1,446	255
12	0	37	126

BREAST & CERVICAL CANCER PROGRAM

Enrollments
Clinically Navigated Insured
Clients with High Deductible
Younger Symptomatic Referrals
Referrals/Treatment Act
Cancer within BCCP
Cancer outside BCCP
Wise Woman

40	30	370	319
2	0	20	8
0	0	7	8
1	2	16	7
1	3	13	16
1	1	8	6
0	2	7	11
0	0	0	11





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MONTHLY ACTIVITY REPORT August 2019

	JULY	AUG	YTD 19	YTD 18
ADMINISTRATION				

COMMUNITY HEALTH EDUCATION & PROMOTION

Coalition/Advisory Meetings	1	0	25	124
Community Organizations/Agencies	1	0	7	38
Total Attendance	251	0	565	1,386
Total Presentations	4	1	7	42
Press releases	0	4	9	25
Displays prepared	1	0	1	20
Electronic displays	1	1	3	23

SOCIAL MEDIA

Website Hits	1509	1319	11,435	13,821
Twitter Followers added	4	0	30	24
Twitter Reach Hits	5187	5415	23,351	14,296
Facebook Likes added	63	52	140	33
Facebook Views	2149	16117	31,250	12,808



VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

[RETURN HOME](#)
[VENDOR SUMMARY](#)
[CONTRACT SEARCH](#)
[PAYMENTS SEARCH](#)
[PAYMENTS ISSUED](#)
[PENDING PAYMENTS](#)

PAYMENTS NOTIFICATIONS

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Warrant/EFT#: EF 0005679

Fiscal Year 2020

Issue Date 09/06/19

Warrant Total \$2,148.93

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A1528666

0A1528666

\$2,148.93

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$2,148.93	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line Text

1 IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/05/2019

2 COUNTY .25 % SHARE OF SALES TAX

Payment Voucher Description

3	LIAB MO: JUN. 2019 COLL MO: JUL. 2019 VCHR MO: SEP. 2019
4	? 'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	COUNTY .25 % SHARE OF SALES TAX

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VENDOR WARRANT DETAIL

ST CLAIR COUNTY TREASURER

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PAYMENTS NOTIFICATIONS

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Warrant/EFT#: EF 0005678

Fiscal Year 2020 Issue Date 09/06/19

Warrant Total \$623,289.04 Warrant Status

Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A1528665	0A1528665	\$623,289.04

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0188	492	27	44910055	4491	\$623,289.04	DISBURSE CNTY/MASS TRANS SALES

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/05/2019
2	COUNTY .25 % SHARE OF SALES TAX

Payment Voucher Description

3	LIAB MO: JUN. 2019 COLL MO: JUL. 2019 VCHR MO: SEP. 2019
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Warrant/EFT#: EF 0005677

Fiscal Year 2020

Issue Date 09/06/19

Warrant Total \$116,871.74

Warrant Status

Agency

Contract

Invoice

Voucher

Agency Amount

492 - REVENUE

A1528664

0A1528664

\$116,871.74

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$116,871.74	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line Text

1 IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 09/05/2019

2 COUNTY 1 % SHARE OF SALES TAX

Payment Voucher Description

3 LIAB MO: JUN. 2019 COLL MO: JUL. 2019 VCHR MO: SEP. 2019

4 ?'S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV

61 COUNTY 1 % SHARE OF SALES TAX

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