

10-1

**Resolution Approving an Intergovernmental Cooperation Agreement between Sangamon County and the Illinois State Police**

WHEREAS, the Illinois State Police operates the multi-jurisdictional authority known as the Central Illinois Enforcement Group(CIEG) whose primary efforts are covert and overt investigations concerning individuals engaged in illicit criminal activities in the central Illinois area with specific emphasis on drug related activity and general law enforcement activity necessitating covert assignments; and

WHEREAS, the Sangamon County Sheriff's Office is a member of CIEG and receives grant funds from the Illinois Criminal Justice Information Authority which are sub-granted to the Illinois State Police for CIEG operations; and

WHEREAS, the CIEG administers multiple bank accounts comprised of federal and state drug and money laundering seized funds as well as other fines and fees; and

WHEREAS, in order to improve the internal controls and efficiency of CIEG operations, CIEG and the Illinois State Police have asked Sangamon County to be the agent for providing financial services for all CIEG accounts; and

WHEREAS, as CIEG's agent, Sangamon County will be responsible for maintaining records of the deposits and expenditures of all funds received by CIEG, issuing checks for the payment of CIEG expenses that are properly documented and approved in writing by CIEG management as described in the intergovernmental agreement, and for preparing required financial reports for CIEG and grantor agencies; and

WHEREAS, CIEG will be responsible for all programmatic aspects of CIEG's activities; and

WHEREAS, CIEG agrees to reimburse Sangamon County for the direct costs associated with the administration and implementation of these financial services as well as to attribute two fulltime contributions to Sangamon County's headcount for the calculation of the distribution of seized funds, which will increase the County's share of future distributions; and

WHEREAS, the Sangamon County Sheriff's Office will be responsible for administering the agreement with CIEG, and Sheriff's Office believes the proposed agreement will benefit police activities within Sangamon County.

NOW, THEREFORE, BE IT RESOLVED that the Sangamon County Board, in session this 10<sup>th</sup> day of December, 2013, approves the Intergovernmental Cooperation Agreement with CIEG and the Illinois State Police for the County to provide financial services for CIEG's operations.

**RECEIVED**

DEC 03 2013

Paul Palazzolo  
SANGAMON COUNTY AUDITOR

**FILED**

DEC 03 2013

Joe Aiello  
Sangamon County Clerk

Submitted By

Jail Committee

[Signature], Chairman

[Signature], Member

[Signature], Member

\_\_\_\_\_, Member

[Signature], Member

\_\_\_\_\_, Member

~~[Signature], Member~~

[Signature]

## INTERGOVERNMENTAL COOPERATION AGREEMENT

This Intergovernmental Agreement is entered into between Sangamon County, Illinois (hereinafter "Sangamon County") and the Illinois State Police, acting by and through the Central Illinois Enforcement Group (hereinafter CIEG), pursuant to the authority set forth in and authorized by Article VII, Sec. 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1. The parties hereto agree as follows.

CIEG and the Illinois State Police designate Sangamon County to be CIEG's agent for providing financial services for CIEG's operations.

Sangamon County may receive local, state and federal grant funds for CIEG. Such funds will include federal and state drug and money laundering seized funds accounts, as well as other accounts holding monies on behalf of CIEG. Funds received from CIEG shall be deposited into a separate, single purpose account(s) maintained by Sangamon County, and Sangamon County shall maintain records of the deposit and expenditure of all funds received from CIEG. Funds received from CIEG shall be included in the scope of Sangamon County's annual audits. Sangamon County shall issue checks for the payment of CIEG expenses that are properly documented and approved in writing by CIEG management. The established payment procedures of Sangamon County shall be followed in processing payments for CIEG expenses. Sangamon County shall be responsible for preparing required financial reports for CIEG and grantor agencies and shall process grant applications and draw downs of grant funds. CIEG shall be responsible for managing all programmatic activities and for ensuring that such activities are performed in accordance with federal and state requirements. CIEG shall oversee the activities of its assigned staff; document and approve all expenses for payment; prepare grant documents and programmatic reports for the County's review and submittal; and maintain required records of its activities. CIEG shall also be responsible for ensuring that only authorized funds are remitted to Sangamon County for deposit in County accounts and for verifying that the amounts of such remittances are correct.

For the purpose of this agreement the "Purchaser" is a designated member of CIEG. CIEG shall ensure that all purchases and contracts are procured in accordance with federal and state requirements. Title to assets purchased for the program shall be vested in CIEG, and CIEG shall ensure that such assets are properly recorded, controlled and insured.

### **SECTION 1. PROGRAM**

- A. Covert and overt investigations concerning individuals engaged in illicit criminal activities in the region overseen by the Central Illinois Enforcement Group with specific emphasis on drug enforcement and money laundering activities;
- B. Development of intelligence data regarding criminal activity;
- C. Assist local, state, county and federal agencies with case development for those investigations that are beyond the capabilities of the requesting agency and/or those investigations that indicate high to mid-level drug trafficking organization criminal enterprises.

### **SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED**

The effective date of this agreement shall be the date of the last required signature to this Agreement. In the event that all parties to this agreement sign this agreement on the same date, then the effective date of this agreement shall be the date on which all parties sign the agreement. This agreement shall terminate upon dissolution of CIEG, or upon written notice made by either Sangamon County or the Central Illinois Enforcement Group Policy Board. In all cases of dissolution, all parties will give sixty (60) days notice as to the dissolution of this agreement.

This agreement shall be reviewed by Sangamon County and CIEG annually, to begin one year after the effective date of this agreement.

### **SECTION 3. PAYMENT**

CIEG agrees to make payment to Sangamon County for the administration and implementation of these financial services as determined annually by Sangamon County and the Central Illinois Enforcement Group Policy Board. Payments to the County shall be made on a quarterly basis and shall be based on an annual estimate of the direct costs incurred by the Sangamon County Sheriff's Office for the administration of the agreement. Estimated administrative costs shall be reviewed and adjusted prior to the beginning of each calendar year to reflect actual direct costs incurred in the prior year and projections of anticipated costs for the next year.

No payment will be made until all outstanding financial reports are received by CIEG. CIEG shall not be responsible for the costs of administrative duties performed by Sangamon County and incurred prior to or after the period of performance of this agreement.

The administrative duties described herein shall count toward the total headcount for Sangamon County as described in Section VII. (Operational Procedures), Paragraph L of the CIEG interagency agreement. The parties recognize that said duties shall involve multiple Sangamon County employees and therefore set the total headcount attributed for these administrative duties at two (2) fulltime contributions.

### **SECTION 4. INCOME**

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program shall be deemed program income. Program income must be used for the purposes and under the conditions applicable by federal law and to the use of grant funds. Program income shall be remitted to Sangamon County for deposit into the appropriate account. CIEG may use such income in compliance with Federal and State requirements for any purpose that furthers program objectives. Records of program income remitted to Sangamon County for deposit shall be maintained by Sangamon County.

### **SECTION 5. REPORTING AND EVALUATION REQUIREMENTS**

Sangamon County shall submit, or cause to be submitted, the following reports to the Central Illinois Enforcement Group Policy Board on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports requested by CIEG and agreed to by Sangamon County.

Changes in the frequency of required reports must be approved by CIEG and Sangamon County.

Sangamon County is further required to submit, or cause to be submitted, a final financial status report following termination of the program, the content and form of which will be agreed to the Central Illinois Enforcement Group Policy Board and Sangamon County.

### **SECTION 6. MAINTENANCE AND INSPECTION OF RECORDS**

Sangamon County shall maintain adequate financial records, books and supporting documents to verify the receipt, deposit and disbursement of all funds received in conjunction with this agreement. Supporting documents shall identify the amounts, recipients, uses and funding source of all disbursements. CIEG shall maintain adequate books, records and supporting documents for all programmatic activities of this agreement, including the administration of any established petty cash and confidential informant accounts.

Sangamon County shall retain the financial records included in this agreement for five (5) years after the fiscal year in which a financial transaction was processed, or for the period established for the retention of such records in the County's most recent records retention schedules approved by the Local Government Records Commission, whichever is greater. CIEG shall retain all program records for this agreement for the period required by federal and state law and documented in a formal records retention schedule approved by the Policy Board of the Central Illinois Enforcement Group.

If any litigation, claim negotiation, audit, review or other action involving the records has been started before the expiration of the applicable retention period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the applicable retention period, whichever is later.

All books, records and supporting documents maintained for this agreement by Sangamon County and CIEG shall be made available for review and audit by the Illinois Auditor General; auditors and other duly authorized personnel representing Sangamon County; personnel from the Federal awarding agency or State pass-through agency; the Illinois State Police; the Illinois Attorney General; and CIEG and its duly authorized representatives.

#### **SECTION 7. AUDIT**

Sangamon County agrees to provide for an independent, annual audit of its activities. Such audits will be conducted in accordance with the auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Sangamon County shall annually submit copies of its audited financial statements and Single Audit report to the Policy Board of the Central Illinois Enforcement Group and to the appropriate grantor agencies providing grant funds for the operation of CIEG.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery or other serious irregularities shall be communicated as soon as practically possible to the appropriate federal, state and county officials.

The CIEG agrees to reimburse Sangamon County for audit costs determined by Sangamon County and the Policy Board of the Central Illinois Enforcement Group. Such reimbursements shall be based on actual audit costs incurred by Sangamon County.

#### **SECTION 8. CLOSE-OUT REQUIREMENTS**

Within 30 days of the termination date of this agreement, Sangamon County must submit the following documents to CIEG: (a) a final financial status report; (b) documentation showing that all unexpended funds have been refunded to CIEG and (d) other documents agreed to by CIEG and Sangamon County. Upon completion of the closeout of any grant, all unexpended grant funds will be returned to the grant authority.

#### **SECTION 9. ASSIGNMENT**

This Agreement may not be assigned, transferred, or in any way disposed of without the prior written consent of the other party.

#### **SECTION 10. SUBCONTRACTING**

The use of subcontractors by Sangamon County for any financial services covered by this agreement is subject to CIEG's approval, and such subcontracts shall be awarded in accordance with the County's requirements. Any financial services subcontracted by Sangamon County shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by CIEG, the terms and

conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as Sangamon County is bound and obligated. Sangamon County shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. CIEG shall not be responsible for the performance, acts or omissions of any subcontractor.

Approval of the use of subcontractors by CIEG does not relieve Sangamon County of its obligation to assure performance under this agreement.

#### **SECTION 11. INDEPENDENT CONTRACTOR**

The relationship of the parties is and will continue to be that of independent governmental entities. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of or related to a contract for hire or employee/employer relationship accrues to the parties by virtue of this Agreement.

All liability, loss, or damage as a result of any and all claims, demands, costs, expenses, or judgments arising out of, or relating to, activities of the parties will be the sole responsibility of said party. Nothing herein will be construed as a waiver by the parties of any governmental immunity as provided by statute or modified by court decision.

**THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE RESPECTIVE PARTIES OF THIS AGREEMENT MAKE NO WARRANTY TO EACH OTHER, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE SERVICES, NOR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, FUNCTIONING, COMPLETENESS, OR USEFULNESS THEREOF.**

#### **SECTION 12. CONFLICT OF INTEREST**

CIEG and Sangamon County agree to comply with the applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of CIEG or Sangamon County shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. CIEG and Sangamon County shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

#### **SECTION 13. PROGRAM COMPLIANCE**

CIEG and Sangamon County agree to comply with all applicable laws, regulations, and guidelines of the State of Illinois and the Federal Government in the performance of this agreement, including but not limited to:

- The Omnibus Crime Control and Safe Streets Act of 1968, as amended; Anti-Drug Abuse Act of 1988; Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document; and Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988).
- The Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); State Comptroller Act (15 ILCS 405); and rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Government wide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments," revised October 7, 1994

OMB Circular A-21 "Cost Principles for Educational Institutions," revised April 26, 1996 (codified at 28 CFR Part 66, by reference)

OMB Circular A-87 "Cost Principles for State, Local and Indian Tribal Governments," revised May 4, 1995 (codified at 28 CFR Part 66, by reference)

OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Institutions," revised June 30, 1997 (codified at CFR Part 66 and Part 70)

Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).

- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.

- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.
- The following acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150.
- Such rules and regulations as the Department of State Police establish pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5, and the Illinois Law Enforcement Information Network (ILEIN).
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

#### **SECTION 14. CONFIDENTIALITY OF INFORMATION**

Subject to the parameters set forth in the Freedom of Information Act (5 ILCS 140) CIEG and Sangamon County agree not to use or reveal any information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding. The receipt and expenditure of all funds received from CIEG shall be recorded in the County's financial records and may be included with the financial transactions of all other County funds in financial reports that the County makes available to its auditors and the Public. Vendor names and payment amounts for expenditures paid by the County with CIEG funds may be included in the County's web-based listing of payments made to all County vendors.

CIEG and Sangamon County shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, CIEG and Sangamon County agree to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. CIEG certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

#### **SECTION 15. FEDERAL TAXPAYER IDENTIFICATION NUMBER**



Under penalties of perjury, CIEG and Sangamon County certify that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: Sangamon County

Taxpayer Identification Number:

Employer Identification Number 37-6002039

Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/> Other: _____

Name: CIEG (Illinois State Police)

Taxpayer Identification Number:

Employer Identification Number \_\_\_\_\_

Legal Status (check one):

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Governmental
<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Nonresident Alien
<input type="checkbox"/> Partnership/Legal Corporation	<input type="checkbox"/> Estate or trust
<input type="checkbox"/> Tax-exempt	<input type="checkbox"/> Pharmacy (Non-Corp.)
<input type="checkbox"/> Corporation providing or billing medical and/or health care services	<input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)
<input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services	<input type="checkbox"/> Other: _____

#### SECTION 16. TRANSPARENCY ACT COMPLIANCE

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

a) To acquire and use a DUNS (Data Universal Numbering System) number.

Sangamon County's DUNS Number: 05-421-8524

CIEG's (Illinois State Police) DUNS Number: \_\_\_\_\_

b) To maintain a current registration in the System for Award Management (SAM) database..

Sangamon County's SAM registration is valid until: January 15, 2014

CIEG's (Illinois State Police) SAM registration is valid until: \_\_\_\_\_

c) Shall provide the grantor agencies with their Commercial And Government Entity (CAGE) Code.

Sangamon County's CAGE Code: 4QWA6

CIEG's (Illinois State Police) CAGE Code: \_\_\_\_\_

d) CIEG and Sangamon County further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

#### **SECTION 17. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERGOVERNMENTAL AGREEMENT**

No amendment to this Agreement is effective unless it references this Agreement and is written, signed, and acknowledged by duly authorized representatives of all parties hereto. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

#### **SECTION 18. INTEGRATION**

This Agreement, and its attachments, constitute the entire agreement between the parties hereto concerning procurement, customization, and implementation of the Services; and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

#### **SECTION 19. SEVERABILITY**

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable

#### **SECTION 20. GOVERNING LAW**

This Agreement and all actions arising from it must be governed by, subject to, and construed in accordance with the laws of the State of Illinois.

#### **SECTION 21. NOTICE**

All notices, consents, approvals, and other communications under this Agreement must be in writing and will be deemed to have been duly given when received by the addressee if sent by nationally recognized overnight delivery service (return receipt requested) or five (5) business days after the postmark if sent via regular U.S. mail to the appropriate addresses as set forth below

**SECTION 22. BINDING EFFECT**

This Agreement shall inure to the benefit of and shall be binding upon the County and CIEG and their respective successors and assigns.

**SECTION 23. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same Agreement.

**SECTION 24. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT**

CIEG or Sangamon County may terminate the performance of this agreement without cause at any time during the life of the agreement. The termination will be 60 days after CIEG or Sangamon County notifies the other party in writing of its intent to terminate the agreement.

**SECTION 25. FAILURE TO FILE IN A TIMELY FASHION.**

In order to preclude the possibility of lapsing of funding, CIEG is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal reports prepared by Sangamon County are due to CIEG not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by CIEG and Sangamon County. The final date for submission for all of the closeout material reports is 30 days after the end of the grant period.

**SECTION 26. REPORTING GRANT IRREGULARITIES**

CIEG and Sangamon County shall immediately notify the appropriate federal, state and county officials when an allegation is made, or when CIEG or Sangamon County otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds or other CIEG funds. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

Failure to report known irregularities can result in suspension of this agreement or other remedial action. In addition, if the auditor or other staff of CIEG or Sangamon County becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the appropriate federal, state and county official.

**SECTION 27. SPECIAL CONDITIONS- REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.**

CIEG and Sangamon County shall promptly refer to the appropriate federal, state and county officials, and, if applicable, the Department of Justice Office of Inspector General (OIG) and Illinois Inspector General, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds in violation of the False Claims Act or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

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

Office of the Inspector General  
U.S. Department of Justice  
Investigation Division  
950 Pennsylvania Ave, N.W. Room 4706  
Washington, D.C. 20530

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

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

#### SECTION 28. PROHIBITED USE OF FEDERAL FUNDS

Sangamon County will make no disbursement of CIEG funds unless the disbursement is supported by an invoice or other documentation and approved in writing by CIEG. As part of its approval process, CIEG shall ensure that federal funds, as well as all other CIEG funds, are used only for allowable purposes and that all expenses are incurred and documented in accordance with federal and state requirements. Sangamon County shall not be responsible for determining if expenditures and the funds designated for payment of said expenditures are allowable costs and have been properly incurred. It is the responsibility of a knowledgeable CIEG representative, who is involved with the procurement process, to determine if expenses are allowable under the rules of the various funds and that person shall sign a requisition summary form attesting that he or she believes that all costs are allowable and appropriate for the various funds.

#### SECTION 27. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

I, a member of the Central Illinois Enforcement Group Policy Board, under oath, do hereby certify and acknowledge that : (1) all of the information in this agreement is true and correct to best of my knowledge, information and belief, (2) the funds shall be used only for the purposes described in the Central Illinois Enforcement Group Intergovernmental Agreement

_____ Date: _____ CIEG Board Member Signature	_____ Date: _____ CIEG Board Member Signature
_____ Date: _____ CIEG Board Member Signature	_____ Date: _____ CIEG Board Member Signature
_____ Date: _____ CIEG Board Member Signature	_____ Date: _____ CIEG Board Member Signature
_____ Date: _____ CIEG Board Member Signature	_____ Date: _____ CIEG Board Member Signature
_____ Date: _____ CIEG Board Member Signature	_____ Date: _____ CIEG Board Member Signature
_____ Date: _____ CIEG Board Member Signature	_____ Date: _____ CIEG Board Member Signature

I, Andy Van Meter, Chairman of the Sangamon County Board, under oath, do hereby certify and acknowledge that Sangamon County agrees to provide financial services on behalf of the Central Illinois Enforcement Group for the purpose of this agreement and all funds received by Sangamon County for this purpose will be utilized accordingly and within the scope of this agreement.

\_\_\_\_\_  
Date: \_\_\_\_\_  
Andy Van Meter, Chairman  
Sangamon County Board  
200 South Ninth Street, Room 201  
Springfield, IL 62701

\_\_\_\_\_  
Date: \_\_\_\_\_  
Director Hiram Grau  
Illinois State Police  
Office of the Director  
801 South Seventh Street, Suite 1100-S  
Springfield, IL 62703