



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING  
MAY 11, 2021  
7:30 P.M.  
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation  
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Administration
    1. Waiver of Competitive Bidding for GovQA Software
  - B. Finance
    1. Ordinance approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020
  - C. Police Department
    1. State Plan of Operation (SPO) between the State of Illinois and the Illinois Law Enforcement Agencies
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Bogdanowski
  - D. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - E. Trustee Bojarski
  - F. Trustee Murphy
    1. Parks and Recreation Board Liaison Report
6. Village President
  - A. Proclamation – Public Works Week (Thursday)
7. Audience Participation
8. Adjournment

MEETING LOCATION  
Lake in the Hills Village Hall  
600 Harvest Gate  
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** May 11, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Waiver to Competitive Bidding for GovQA Software

## EXECUTIVE SUMMARY

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The Village is requesting approval for a waiver to competitive bidding in order to renew the Master Services Agreement for GOVQA software in the amount of \$20,540.

The Village entered into a Master Services Agreement with WebQA in September, 2013. The company has since transitioned their name to GovQA. The agreement provides the Village licensing and support for this specialized Community Development software, which includes modules for code enforcement, business licensing, permitting and contractor management.

The Master Services Agreement had an initial term of one year, with automatic annual renewals, provided annual increases do not exceed 8%. This year, GovQA is implementing a 5.6% increase, bringing the total cost for 2021 to \$20,540, which is just \$572 over the budgeted amount, but requires board approval in order to proceed.

Staff is recommending that the Board approve the waiver to competitive bidding for the renewal of the Master Services Agreement through September 30, 2021. The cost in Fiscal Year 2021 will be \$20,540.

## FINANCIAL IMPACT

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The Village's 2021 budget included \$19,968 in the General Fund for GovQA licensing. The actual expense is \$20,540, which is over budget by \$572.

## ATTACHMENTS

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1. WebQA Master Services Agreement

## RECOMMENDED MOTION

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Motion to approve the waiver to competitive bidding for the renewal of the Master Services Agreement for GovQA software through September 30, 2021.

# WEBQA MASTER SERVICE(S) AGREEMENT

## For GovQA Community Development Applications

THIS MASTER SERVICE(S) AGREEMENT (the "Agreement") between WEBQA, Inc. ("WEBQA") with its principal place of business at 900 S. Frontage Road, Suite 110 Woodridge, IL, 60517 and The Village of Lake in the Hills, a village with its principal place of business at 600 Harvest Gate, Lake in the Hills, IL 60156 ("Customer") is made effective as of September 10, 2013 ("Effective Date").

### 1. WEBQA DELIVERY OF SERVICE(S):

WEBQA grants Customer a non-exclusive, non-transferable, limited license to access and use the WebQA Service(s) on the Authorized Website(s) identified in the attached Addendum A in consideration of the fees and terms described in Addendum A. This Agreement will also govern all additional Addendums for Service(s).

### 2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited license to use the Service(s) and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service(s) and related documentation, all of which title and rights shall remain with WebQA. However, Customer will retain ownership of all its data in the system.

Customer agrees that (1) this license is limited to applications for its own use and may not lease or rent the Service(s) nor offer its use for others; (2) that the system will not be used to capture confidential information of any kind such as social security numbers or individual financial data or other sensitive data; and, (3) that it will maintain the Authorized Website(s) identified in Schedule A, provide WEBQA with all information reasonably necessary to setup or establish the Service(s) on Customer's behalf, and allow a "Powered by GovQA" logo with a hyperlink to WebQA's website home page on the Authorized Public Web Portal.

### 3. SERVICE(S) LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service(s) and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours. WEBQA represents to the Village that it has the right to offer the "WEBQA Services" on the "Authorized Website" and that all such services shall be free from defects in materials and workmanship. All professional and support or educational services performed under this Agreement shall be performed in a professional, competent and responsive manner. Such support services, exclusive of the online end user training hours offered in Schedule A of the Agreement at an hourly rate, shall be at no cost to the Village.

THE SERVICE(S) ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICE(S) IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE OR UNEFFECTED BY FORCE MAJEURE EVENTS.

### 4. WARRANTY AND LIABILITY:

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE(S) AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY UNDER ALL CIRCUMSTANCES INVOLVED HEREIN IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

### 5. TERMINATION:

Either party may terminate this agreement without cause if the

terminating party gives the other party sixty (60) days written notice prior to termination. Should Customer terminate without cause after the first date of the then current term as defined in the attached schedule, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. WebQA may terminate service(s) if payments are not received by WebQA as specified in Schedule A. All monies associated to the current term will be due immediately. Upon any termination, WebQA will discontinue Service(s) under this agreement; WebQA will provide Customer with an electronic copy of all of Customer's data, if requested for no additional cost; and, provisions of this Agreement regarding Ownership, Liability, Confidentiality and Miscellaneous will continue to survive.

### 6. INDEMNIFICATION

Each party agrees to fully indemnify and hold harmless the other for any and all costs, liabilities, losses, and expenses resulting from any claim, suit, action, or proceeding brought by any third party as a result of the contracted party's actions or omissions that directly or indirectly is the basis for such claim, suit, action or proceeding.

### 7. ACCEPTABLE USE:

Customer represents and warrants that the Service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures. WEBQA may, upon misuse of the Service(s), request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

### 8. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Service(s) contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Service(s). WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

### 9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue for any suit involving the parties shall be in McHenry County, IL.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

### 10. ACCEPTANCE:

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: Village of Lake in the Hills  
Signature: Dan Olson  
Print Name: Dan Olson  
Title: Dir. of Comm. Dev. Date: 9-10-13  
WebQA Inc.  
Signature: John Dilenschneider  
Print Name: John Dilenschneider  
Title: CEO Date: 9/13/13

# WEBQA MASTER SERVICE(S) AGREEMENT For GovQA Community Development Applications

## SCHEDULE A

Authorized website: <http://www.mygovhelp.com/lakeinthehillsil>

### A. Service(s) Descriptions:

The GovQA service(s) provided by WebQA are Community Development applications that assist the Customer in Code Enforcement, Permitting and Licensing tasks. Unlimited seats will be provided and all data is owned by the customer. Community Development Applications included here are:

- Code Enforcement    Business Licensing    Permitting    Interface with SunGard Finance System  
 Property Address Import    Legacy data Conversion    GIS integration    Public Portal

### B. WebQA Agrees To The Following Functionality:

- (a) Selected Platforms Above:
- One-time setup and load of up to 50 case types into system
  - One time setup and load of up to 30 document templates into system
- (b) Portals (if selected):
- Branded labeling of Portal to the look and feel of Customer website (or iframe)
  - One-time setup and load of contractors
- (c) One time Property Address Import in a flat excel file (if selected)
- (d) One time legacy data conversion in a flat excel file (if selected) – flat file created from SunGard Pentamation
- (e) Future Branding to Customer Website is included once per billable term. Otherwise branding is billed at \$95/hr.
- (f) Special Implementation Action (Integrations, etc.): Batch process integration with SunGard Finance System
- (g) Ability to export fees information on a nightly basis as .csv file type and email to specified address or dropbox location

### C. Customer Agrees To:

- (a) Hold an implementation kickoff meeting with WebQA 15 days after contract signing.  
(b) Build and execute Project Plan to be fully implemented within 120 days of contract signing

### D. Training and Ongoing Support:

- (a) One Online Administrator training  
(b) Two Online training session for all users, one additional online refresher training  
(c) Ongoing support through system videos and knowledgebase  
(d) Periodic webinars to train and update customers on new features  
(e) Optional \_\_\_ additional hours of online end-user training at \$125/hr  
(f) Optional 2 sessions of On-Site Training (additional cost waived)  
(g) NOTE: Customer will log ALL ISSUES, including high-priority, into WEBQA SUPPORT PORTAL at [www.supporttaa.com](http://www.supporttaa.com) to receive service.

**E. Fees:** Modules above include all service upgrades at a subscription cost per month for term of: \$ 975.00  
Implementation and Training At a one-time cost of: \$ 10,000.00  
Data: Customer data is owned by customer. 10 GB storage free; additional 10GB is \$20/mo

**F. Terms:** Original Services Annual Billable Term Starting: October 1, 2013 Ending: September 30, 2014. Upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent.

**G. Billing:** All fees are exclusive of taxes, billed on a quarterly basis at time of contract signing, and due upon receipt of invoice. This secures site, servers and resources necessary to begin project. If payment is not received by start of the Annual Billable Term, WebQA has the right to suspend all services. Furthermore, invoices accrue 1% per month past due and customer is responsible for all costs, including attorney fees, for the collections of invoices.

**H. Remittance:** All payments should be made directly to WebQA. WebQA mailing address for all payments is:  
WebQA Accounts Receivable Department, 900 S. Frontage Road Suite 110, Woodridge, IL 60517

### I. Contacts:

Organization Name: Village of Lake in the Hills  
Main Contact Name: Dan Olson Title: Dir. of Comm. Devel.  
Address: 600 Harvest Gate City: Lake in the Hills State: IL Zip: 60156  
Work Phone: 847-960-7449 Cell: Email: [adolson@lith.org](mailto:adolson@lith.org) Fax: 847-960-7495

Billing Contact Name: Robert Miller Title: Finance Director  
Address: 600 Harvest Gate City: Lake in the Hills State: IL Zip: 60156  
Work Phone: 847-960-7449 Cell: Email: [rmiller@lith.org](mailto:rmiller@lith.org) Fax: 847-960-7495



900 S. Frontage Rd. Suite 110  
Woodridge, IL 60517  
Phone: (630)-985-1300  
Fax: (630)-985-1310

## SCHEDULE B - WEBOA SYSTEM AVAILABILITY ADDENDUM

**1. System Availability Provisions.** Provided that you remain in compliance with the terms of the Agreement, you shall have the right to the system availability provisions set forth herein.

**2. Definition of Availability.** "Availability" or "Available" means you are able to log in to the WebQA Service, subject to the following provisions: Scheduled maintenance periods which WebQA may plan with you from time to time, and any period in which you are unable to use the WebQA Service due to your conduct or any circumstances outside of the control of WebQA, including but not limited to the following, shall not be circumstances where the WebQA Service is not Available:

- (i) a failure or malfunction resulting from scripts, data, applications, equipment, infrastructure, or service(s) provided and/or performed by you;
- (ii) planned outages, or outages initiated by WebQA at the request or direction of you, for maintenance, back up, or other purposes;
- (iii) outage occurring as a result of any actions or omissions taken by WebQA at the request or direction of you;
- (iv) outage resulting from your equipment and/or third party equipment not within the sole control of WebQA;
- (v) events resulting from an interruption or shut down of the WebQA Service due to circumstances reasonably believed by WebQA to be a significant threat to the normal operation of the WebQA Service, the facility from which the WebQA Service is provided, or access to or integrity of your data (e.g., a hacker or a virus attack);
- (vi) outage due to system administration, commands, file transfers performed by your users or representatives;
- (vii) other activities you direct, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and WebQA's other vendors), and other *force majeure* items;
- (viii) your negligence or breach of your material obligations under the Agreement;
- (ix) lack of availability or untimely response time of you to respond to incidents that require your participation for source identification and/or resolution, including meeting your responsibilities for any service(s); and
- (x) outage caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines.

**3. Target System Availability.** The "Target System Availability Level" is the System Availability Level that WebQA plans to meet or exceed during each calendar quarter during the Subscription Term. The "System Availability Level" is the number of minutes during the period specified in the following sentence that the WebQA Service was Available to you, excluding Downtime Events (as defined below), divided by the total number of minutes during such period (as measured at the end of such period). The Target System Availability Level is 99.9% in any calendar quarter.

#### 4. Remedies.

**4.1 Credit.** If (a) a "Downtime Event" (meaning the sustained inability of the WebQA Service to be Available to you for more than Thirty (30) consecutive minutes) occurs; (b) within five business days of such Downtime Event, you log a service request providing detail regarding the Downtime Event and requesting a Credit, and (c) the Service Availability Level is below the applicable Target Availability Level as measured for the applicable period, WebQA will issue to you a Credit calculated as set forth in this Section. A "Credit" will be calculated as the pro-rata value of one (1) day of WebQA Service based on your monthly applicable subscription fees for each single Downtime Event with duration greater than or equal to thirty (30) minutes and shorter than or equal to one (1) hour, or each series of intermittent Downtime Events occurring within the same one-hour period. If a Downtime Event or series of intermittent Downtime Events continues for longer than one (1) hour, WebQA will issue one (1) Credit for each additional hour of Downtime Events, up to the Maximum Credit. The "Maximum Credit" shall be a total of ten (10) Credits in any calendar quarter. You will not be eligible to receive multiple Credits for the same service request or as a result of multiple service failures or outages occurring during the same period of time. Credits can be applied by you only towards: (i) Add-On Orders of a WebQA Service during the Subscription Term; (ii) renewals of the WebQA Service at the end of the Subscription Term; and/or (iii) in the event that you choose not to renew the Subscription Term of the existing WebQA Service, credits can be used toward orders of other WebQA products. Any Credit that remains unused one (1) year after the end of the Subscription Term shall be forfeited.

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900 S. Frontage Rd. Suite 110  
Woodridge, IL 60517  
Phone: (630)-985-1300  
Fax: (630)-985-1310

4.2 Sole and Exclusive Remedies. The Credit described in this Section 4 shall be your sole and exclusive remedy and WebQA's sole and exclusive liability for any breach of the obligations set forth in this Addendum. If WebQA meets or exceeds the applicable Target System Availability Level in the applicable period, you shall have no right to obtain a Credit for such period. You acknowledge and agree that any damage in your favor against WebQA shall be reduced by any Credit(s) received by you under this Addendum and any such Credit(s) shall apply toward the limitation of liability under the Agreement.

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# REQUEST FOR BOARD ACTION

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**MEETING DATE:** May 11, 2021

**DEPARTMENT:** Finance

**SUBJECT:** Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020

## EXECUTIVE SUMMARY

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As part of the process to close Fiscal Year 2020 in advance of audit fieldwork to be conducted later this month, one final housekeeping budget amendment is being proposed for six separate funds as summarized below.

### General Fund

The net effect on the total General Fund budget will be zero but budget amounts need to be transferred between costs centers. A total of \$49,400 is needed in the Public Properties Division to cover three additional months of street lighting costs as there were invoicing issues in late 2019 that prevented those invoices from being paid in FY19. This budgetary increase will be offset by a corresponding decrease to the ice and snow controls line item in the Streets Division.

Additionally, a total of \$83,700 is needed to cover additional costs in the Management Information Systems (MIS) budget for additional microwave network charges incurred in FY20 as well as additional information technology (IT) consulting costs incurred during the recruitment for a new IT Manager. These budgetary increases will be offset by a total of \$65,200 in decreases in the MIS Division resulting from personnel costs savings during staff vacancies as well as savings in MIS supplies, parts, and software, plus an \$18,500 decrease in the Village Administration budget resulting from fewer economic development studies being undertaken in FY20 than anticipated.

### Motor Fuel Tax Fund

An additional \$18,200 is being proposed for the Motor Fuel Tax Fund to cover the final payment for the Crystal Lake Road Project that was carried over from FY19.

### Special Service Area Funds

Budgetary increases are being requested for four separate Special Service Area (SSA) Funds for FY20. \$9,200 is being requested in SSA#4A for additional labor costs incurred for Joseph Court detention basin maintenance services. A total of \$1,900 is being requested in SSA#4B for labor and equipment costs incurred for the same Joseph Court detention basin maintenance work. In SSA#15, an additional \$2,600 is being requested for a picnic table project in Cheswick Place. And finally, an additional \$200 is being requested for additional labor costs incurred in SSA#24 for Harvest Gate detention maintenance services.

## **FINANCIAL IMPACT**

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There is no financial impact of approving the proposed budget amendment Ordinance as these are budgetary dollars only, however, it will ensure that all funds have sufficient budgets for FY20 to cover all expenditures incurred.

## **ATTACHMENTS**

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Proposed Ordinance

## **RECOMMENDED MOTION**

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Motion to approve an Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020.



**VILLAGE OF LAKE IN THE HILLS**

**Ordinance 2021-\_\_\_\_\_**

**An Ordinance Approving Budget Amendments  
to the Operating Budget for the  
Fiscal Year Ending December 31, 2020**

WHEREAS, the Village of Lake in the Hills, an Illinois municipal corporation (the "Village"), situated in McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2020 as part of Ordinance No. 2019-49; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County, Illinois, as follows:

SECTION 1: That amendments to the Operating Budget for the Fiscal Year Ending December 31, 2020 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 13th day of May, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 13TH DAY OF MAY 2021

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published:

**Exhibit A**

05-13-2021

**Village of Lake in the Hills  
Budget Transfer/Amendment  
For the Fiscal Year Ending December 31, 2020**

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
<b>GENERAL FUND</b>					
Village Administration					
100.12.00-60.24	Professional-Other Professional Services	69,501	51,001	(18,500)	Fewer Economic Development Studies Completed in FY20 Than Anticipated.
	Total - Village Administration			(18,500)	
Public Works - Streets					
100.30.30-72.08	Operating Supplies Ice & Snow Controls	213,984	164,584	(49,400)	Less Ice & Snow Control Supplies Required in FY20 Than Anticipated.
	Total - Public Works - Streets			(49,400)	
Public Works - Public Properties					
100.30.32-62.04	Utilities Electrical	157,200	206,600	49,400	To Include 15 Months of Street Lighting Charges Due to Invoicing Issues.
	Total - Public Works - Public Properties			49,400	
Management Information Systems					
100.60.00-50.04	Salaries & Wages Full Time	135,764	110,764	(25,000)	Salary Savings Realized During Recruitment for New IT Manager.
100.60.00-51.20	Taxes & Benefits Health & Life Insurance	44,950	21,950	(23,000)	Health Insurance Savings Realized During Recruitment for New IT Manager.
100.60.00-60.24	Professional-Other Professional Services	35,050	74,550	39,500	Additional Microwave Network Charges Incurred in FY20 Prior to Contract Termination.
100.60.00-70.20	Supplies & Parts Information Systems	44,250	35,250	(9,000)	Information Systems Supplies & Parts Needs in FY20 Lower Than Anticipated.
100.60.00-70.24	Supplies & Parts Software	27,969	19,769	(8,200)	Software Related Supplies & Parts Needs in FY20 Lower Than Anticipated.
100.60.00-61.24	Maintenance Computers	144,564	188,764	44,200	Additional IT Consultant Charges Incurred During Recruitment for New IT Manager.
	Total - Management Information Systems			18,500	
	<b>TOTAL GENERAL FUND</b>			<b>-</b>	
<b>MOTOR FUEL TAX FUND</b>					
202.00.00-80.16	Capital Streets	978,180	996,380	18,200	Final Payment for Crystal Lake Road Project Carryover From Prior Year.
	Total - Motor Fuel Tax Fund			18,200	
	<b>TOTAL MOTOR FUEL TAX FUND</b>			<b>18,200</b>	

Exhibit A

05-13-2021

Village of Lake in the Hills  
Budget Transfer/Amendment  
For the Fiscal Year Ending December 31, 2020

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
<b>SPECIAL SERVICE AREA #4A FUND</b>					
316.00.00-50.08	Salaries & Wages Personnel Services Reimbursements	26,950	36,150	9,200	Additional Labor Costs incurred for Joseph Court Detention Basin Maintenance in FY20.
	Total - Special Service Area #4A Fund			9,200	
	<b>TOTAL SPECIAL SERVICE AREA #4A FUND</b>			<b>9,200</b>	
<b>SPECIAL SERVICE AREA #4B FUND</b>					
320.00.00-50.08	Salaries & Wages Personnel Services Reimbursements	370	1,470	1,100	Additional Labor Costs incurred for Joseph Court Detention Basin Maintenance in FY20.
320.00.00-63.24	Salaries & Wages Equipment Services Reimbursements	90	890	800	Additional Equipment Costs incurred for Joseph Court Detention Basin Maintenance in FY20.
	Total - Special Service Area #4B Fund			1,900	
	<b>TOTAL SPECIAL SERVICE AREA #4B FUND</b>			<b>1,900</b>	
<b>SPECIAL SERVICE AREA #15 FUND</b>					
352.00.00-50.08	Salaries & Wages Personnel Services Reimbursements	1,330	3,930	2,600	Additional Labor Costs Incurred for Cheswick Place Picnic Tables Project in FY20.
	Total - Special Service Area #15 Fund			2,600	
	<b>TOTAL SPECIAL SERVICE AREA #15 FUND</b>			<b>2,600</b>	
<b>SPECIAL SERVICE AREA #24 FUND</b>					
356.00.00-50.08	Salaries & Wages Personnel Services Reimbursements	3,000	3,200	200	Additional Labor Costs Incurred for Harvest Gate Detention Maintenance in FY20.
	Total - Special Service Area #24 Fund			200	
	<b>TOTAL SPECIAL SERVICE AREA #24 FUND</b>			<b>200</b>	



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** May 11, 2021

**DEPARTMENT:** Police Department

**SUBJECT:** State Plan of Operation (SPO) between the State of Illinois and the Illinois Law Enforcement Agencies

## EXECUTIVE SUMMARY

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The department is a member of the Illinois Law Enforcement Support Office Program (LESO). The U.S. Department of Defense, Defense Logistics Agency (DLA) provides surplus equipment to LESO for distribution to Illinois law enforcement agencies. The program assists local law enforcement in obtaining police-related equipment with low overhead costs. Over 11,000 law enforcement agencies across the nation receive equipment from the DLA.

The department obtained FN 303 Launchers through the LESO program. The FN 303 Launcher is a less-lethal tool that uses compressed air to fire a projectile designed to incapacitate a person without causing critical injuries. The launchers are deployed in the patrol division.

## FINANCIAL IMPACT

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The cost of the LESO program is covered by the state.

## ATTACHMENTS

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1. State Plan of Operation (SPO) between the State of Illinois and the Illinois Law Enforcement Agencies

## RECOMMENDED MOTION

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Motion to approve and authorize the Chief of Police to sign the State Plan of Operation (SPO) between the State of Illinois and the Illinois Law Enforcement Agencies.

## State Plan of Operation (SPO) between:

### The State of Illinois and the Illinois Law Enforcement Agencies

**1) PURPOSE** This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

**2) AUTHORITY** The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLAI 4140.11. The DLA defines “law enforcement activities” as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

**3) GENERAL TERMS AND CONDITIONS** “DoD excess personal property” also known as “items”, “equipment”, “program property”, or “property”. “DLA Disposition Services Law Enforcement Support Office” also known as “1033 Program”, “LESO Program”, “the program”, or “LESO”. “State or U.S. Territory” also known as “the State”, “State Coordinator (SC)”, “State Point of Contact (SPOC)”, or “SC/SPOC”. “Law Enforcement Activities” also known as “agencies in law enforcement activities”, “Law Enforcement Agency (LEA)”, “program participant”, or “State/LEA”.

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

- i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).
- ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.
- iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) The LEA will also comply with all local and/or state of Illinois laws that regulate the acquisition of federal surplus property through the LESO program. It is the responsibility of the LEA to ensure that all LEA employees are aware of LESO rules and regulations.

c) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S Government (USG) for costs incurred in retrieving and/or repossessing

property impermissibly transferred by the State/LEA to unauthorized participants.

d) The State/LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

e) All property transferred to the State/LEA via the program is on an as-is, where-is basis.

f) LESO reserves the right to recall property issued to a State/LEA at any time.

g) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the State/LEA. When a State/LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating State/LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the State/LEA and will remain on State/LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the State/LEA without issuance of further documentation. During this one year period, the State/LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or State/LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped. The Illinois LESO requires that prior to the sale of the property, the LEA must notify the Illinois LESO of the imminent sale. ITAR rules must be followed during the sale of the property. The LEA must provide the Illinois LESO with a bill of sale that provides the contact information for the buyer. The LEA must provide the Illinois LESO with verification that the proceeds from the property went into a revenue account specifically for the LEA. Proceeds cannot be deposited into a general revenue fund. The sale/transfer of DEMIL "A" and "Q6" property after the one year that is inconsistent with the State Plan of Operation rules may constitute grounds to deny future participation in the program.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO

Program Compliance Review (PCR). While the property will not be inventoried, to deter questionable activity and preserve the integrity of the program, the Illinois LESO can at any time request the status of closed property as well as appropriate documentation showing the transfer and/or sale of property.

h) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The program may authorize digital signatures on required program documentation.

j) The State/LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the State/LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

k) The LEA is required to complete mandatory LESO program training provided by the State. Failure to complete mandatory LESO training can result in suspension/termination from the LESO program.

**4) STATE PLAN OF OPERATION** The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures.

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Brent Boesdorfer

State Point of Contact (SPOC): David Rector

State Point of Contact (SPOC): Rewa Boldrey

State Point of Contact (SPOC): Sarah Wheeler

State Point of Contact (SPOC): Peter Newman



ii) SC/SPOC Facility Information:

Physical Mailing Address: 1924 South 10 ½ Street, Springfield, IL 62703

Email: brent.boesdorder@illinois.gov

Phone Number: 217-785-6903

Website: www.illinois.gov/leso

Hours of Operation: 8:00am to 4:30pm (Monday through Friday, except holidays)

iii) Funding to administer the LESO Program at the State-level is provided via:  
General Revenue Fund

**PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:

f) Conduct quarterly reconciliations of State property records.

g) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the State/LEA.

h) Ensure LEAs receive and account for property in the property accounting system within 30 days.

**5) LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

**6) ANNUAL TRAINING** 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

**7) ENROLLMENT** The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

a) Validate the authenticity of state/LEAs that are applying for program participation. Only submit to the

LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.

b) Have sole discretion to disapprove state/LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are employees of the LEA. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

## 8) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counterterrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the State/LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

(1) Robots: one (of each type) for every ten officers (full-time/part-time).

(2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).

(3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.

(4) Small arms: one (of each type) per officer (full-time/part-time).

- a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart is the standard for small arms acceptable over-allocations:
- b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following: 1) an exception to policy, 2) a transfer, or 3) a turn-in.

<b>Small Arms Acceptable Over-Allocations</b>	
<b># of Officers</b>	<b># by type</b>
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

**10) PROPERTY MANAGEMENT** Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the State/LEA. The State/LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The State/LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

## 11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify

what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes). PCR's are mandatory and at the discretion of the Illinois LESO, will be required to be done virtually or in-person. Virtual PCR's will require the use of a mobile device.

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal

Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the State/LEA to the LESO. The SC may suspend or terminate a State/LEA participation in the program at any time for non-compliance.

**12) ANNUAL PHYSICAL INVENTORY** Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL “A” and “Q6” property records will not be closed during the annual physical inventory period. In the State of Illinois, the annual physical inventory and certification in the property accounting system process starts on July 1<sup>st</sup> and must be completed by July 31<sup>st</sup>. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

**13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY** Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
  - 1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of “A” and “Q6” shall be reported to the State/LESO within 7-days.

**14) RESTRICTION, SUSPENSION OR TERMINATION** Program participants are required to abide by the terms and conditions of the MOA between the Federal Government and the State/U.S. Territory and this SPO in order to maintain active program participation status. If a State/LEA fails to comply with any term or condition of the MOA, SPO, DLA Instruction or Manual, federal statute or regulation, the State/LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire State/LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the State/LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a

State/LEA from program participation. The terminated State/LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the State/LEA involved. *Restricted Status*-A specified period in which a State/LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a State/LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the State/LEA will make every attempt to transfer the property of the terminated State/LEA to an authorized State/LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the State/LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the State/LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

**15) RECORDS MANAGEMENT** The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include but are not limited to: DD Form 1348-1A for transfers, turn-ins,



requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10. LEA's participating in the program will provide the SC/SPOC with signed DD Form 1348-1A's for all LESO property and ATF Forms 5 and 10 for LESO small arms. This is to be done upon the acquisition, transfer and/or turn-in of LESO property. Failure to provide these documents will result in denial of new property and suspension from the LESO program. LEA's are responsible for retaining all issued LESO documents. LEA filed LESO property records will be reviewed during mandatory LESO program compliance reviews.

**16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS** Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

**17) NOTICES** Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the State/LEA to conform to changes affecting their operations.

**18) ANTI-DISCRIMINATION** By signing or accepting property, the State/LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

**19) INDEMNIFICATION CLAUSE** The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the State/LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the State/LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from USG control.

**20) TERMINATION** This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC hereby agrees to

comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**21) AGREEMENT OF PARTIES** The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of: Illinois

Full Name (Print): Brent Boesdorfer

Signature (Sign): *Brent Boesdorfer* Date (MM/DD/YYYY): 03 / 24 / 2021

Chief Law Enforcement Official (CLEO) (or designee): \_\_\_\_\_

Title (Print): \_\_\_\_\_

Full Name (Print): \_\_\_\_\_

Signature (Sign): \_\_\_\_\_ Date (MM/DD/YYYY): \_\_\_\_\_

Law Enforcement Agency Name:

# Signature Certificate

Document Ref.: JERUR-QUS5D-MASJF-NC9FG

Document signed by:

	<p><b>Brent Boesdorfer</b> Verified E-mail: brent.boesdorfer@illinois.gov</p>	<p><i>Brent Boesdorfer</i></p> 
<p>IP: 98.206.174.196      Date: 24 Mar 2021 22:33:26 UTC</p>		

Document completed by all parties on:  
24 Mar 2021 22:33:26 UTC

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