

## COUNCIL WORKSHOP ITEM

**ITEM:** Grant Agreement Number 01-124315 from Illinois Department of Commerce & Community Affairs  
**DATE:** 1/9/01  
**PREPARED BY:** Susan Brassfield  
**PURPOSE:** Resolution to recommend Grant agreement to support purchase of a new heavy rescue squad vehicle

### **DISCUSSION:**

The Village recently received the third of four separate grant agreements from the Illinois Department of Commerce and Community Affairs (DCCA) as part of the Illinois First Member Initiative funding program. Grant Agreement Number 01-124315 is sponsored by Senator Peter Roskam in the amount of \$50,000. This agreement will ultimately be part of a total of four agreements with the estimated funding sum of \$275,000 from DCCA. These four agreements will be jointly applied to purchase a new rescue squad vehicle. It is anticipated that a new unit will cost in the range of \$350 - \$375,000. The remaining estimated balance of \$75-\$100,000 can be found in the equipment replacement fund, (account 530.960.0000.5736).

Upon receipt of these state funds the Village is subject to certain state requirements. The Village Legal Department has reviewed these requirements. Additionally, there are several operational issues that need to be monitored throughout the term of the agreement. The accounting system will be used to track grant revenues and expenditures using a system of grant codes. The Accounting Manager has been informed that there must be segregation between the grant funds and the interest earned on these grant funds.

We anticipate receipt of these grants during late FY2000-01 since the state's fiscal year ends 6/30/2001. Because we are confident in the receipt of these grants and since we have nearly completed the specifications and design, we recommend proceeding with bidding this vehicle. Since delivery will not occur until six months after order date at the earliest, this means we would not receive the vehicle until the summer of 2001.

The Village continues to explore other areas where Illinois First Funds can be used to support the Village's current and future services.

### **ATTACHMENT:**

Attachment 1: Grant Agreement  
Attachment 2: Resolution

### **RECOMMENDATION:**

The approval of this grant agreement by resolution is recommended and a copy of the resolution is attached for your review.

---

STATE OF ILLINOIS  
DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

Notice of Grant Award No. 01-124315  
LEGISLATIVE ADD ONS

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into between the Illinois Department of Commerce and Community Affairs (hereinafter referred to as the "Department") and

Village of Downers Grove

(hereinafter referred to as the "Grantee"). Subject to terms and conditions of this Agreement, the Department agrees to provide a Grant in an amount not to exceed \$50,000.00 to the Grantee.

Subject to the execution of this Agreement by both parties, the Grantee is hereby authorized to incur costs against this Agreement from the beginning date of 07/01/2000 through the ending date of 06/30/2002. The Grantee hereby agrees to use the funds provided under the Agreement for the purposes set forth herein and agrees to comply with all terms of this Agreement.

This Agreement includes the following sections, all of which are incorporated into and made part of this Agreement:

Part:

- I. Budget
- II. Special Grant Conditions
- III. Scope of Work
- IV. Program Terms and Conditions
- V. General Provisions
- VI. Required Certifications

Under penalties of perjury, the undersigned certifies that the name, taxpayer information number and legal status listed below are correct.

If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity (as used to apply for the entity's EIN) and the EIN.

Name: Village of Downers Grove

Taxpayer Identification Number:  
SSN/EIN: 366005857

Legal Status (check one):

- Individual
- Owner of sole proprietorship
- Partnership
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services

- Government entity
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation
- partnership estate or trust
- Other - not-for-profit organization: \_\_\_\_\_
- Other: \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The Grantee acknowledges that the individual signing below is authorized to execute this Agreement and that such signature constitutes the acceptance of this Agreement.

GRANTEE:  
Village of Downers Grove

By: \_\_\_\_\_  
(Signature)

Brian J. Krajewski  
Print or Type

STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

By: \_\_\_\_\_  
Pam McDonough, Director

\_\_\_\_\_  
Date

Grantee Address:  
801 Burlington  
Downers Grove, IL 60515-4776

Please indicate any changes below

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Chief Exec: Brian Krajewski  
Phone: (630) 434 - 5525

The following is designated as administrator for the Grantee:

Mr. Jerry Sprecher  
Deputy Village Manager  
801 Burlington  
Downers Grove, IL 60515  
(630) 434-5526  
 Chief Exec: \_\_\_\_\_  
 Phone: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART I  
BUDGET**

**Village of Downers Grove**

**FY'01**

<b>Activity Line Item</b>	<b>Grant No. 01-124315</b>	<b>Grant No. 01-122121</b>	<b>Grant No. 01-122425</b>
Purchase Heavy Rescue Apparatus	\$50,000	\$50,000	\$100,000
<b>Total</b>	\$50,000	\$50,000	\$100,000

**NOTE:**

IN THE EVENT THIS BUDGET REFLECTS EXPENDITURES FOR THE PROJECT DESCRIBED IN PART III WHICH THE GRANTEE HAS ADVISED THE DEPARTMENT ARE **ANTICIPATED** TO BE PROVIDED THROUGH ADDITIONAL GRANT AWARDS, GRANTEE ACKNOWLEDGES (i) THAT THE AMOUNT OF FUNDS TO BE DISBURSED UNDER THIS GRANT WILL NOT EXCEED THE AMOUNT STATED IN THE NOTICE OF GRANT AWARD FOR **THIS GRANT**; AND (ii) THAT THE DEPARTMENT'S OBLIGATION TO DISBURSE SUCH OTHER FUNDS IS CONTINGENT UPON FINALIZATION OF A GRANT AWARD AND EXECUTION OF A GRANT AGREEMENT FOR THE ADDITIONAL FUNDS.

**PART II-A1**

**SPECIAL GRANT CONDITIONS  
(GOVERNMENTAL ENTITIES)  
(Non-construction)**

**2.1 AUDIT REQUIREMENTS.**

— The Grantee is required to have an audit conducted as provided in Part V, Section 5.4C, Audit Requirements. The audit must include a Revenue (Receipt) and Expenditure Statement comparing budgeted amounts with actual for this grant. The audit must also include a compliance component which covers, at a minimum, the following items:

- did the Grantee complete the activities described in the Scope of Work (Part III) within the Grant Term
- did the Grantee obtain prior written approvals from the Department for material changes from the performance of the activities described in the Scope of Work (Part III)
- did the Grantee expend grant funds within the grant period specified in the Notice of Grant Award
- did the Grantee adhere to the grant Budget (Part I); if not, variances should be identified
- did the Grantee obtain prior written approvals from the Department for any material variances in its expenditure of grant funds
- did the Grantee adequately account for receipts and expenditures of grant funds
- if applicable, did the Grantee return grant funds to the Department in accordance with the provisions of the Grant Agreement
- are amounts reported in the Grantee's close-out package traceable to its general ledger

X  
The Grantee is not required to have an audit conducted as a condition of this Grant Agreement; however, if the Grantee receives during the term of this Grant Agreement (or has previously received), additional grants from the State of Illinois for the project described in Part III hereof, the Department may require the Grantee to have an audit conducted as provided in Part V, Section 5.4C(a)(iv) hereof.

**2.2 PROJECTS REQUIRING EXTERNAL SIGN-OFFS.**

(a) Pursuant to applicable statute(s), this grant requires sign-off by the following State agency(ies). The status of the sign-off is indicated as of the date the grant is sent to the Grantee for execution:

AGENCY	SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
<input type="checkbox"/> Illinois Historic Preservation Agency	—	—
<input type="checkbox"/> Illinois Dept. of Agriculture	—	—
<input type="checkbox"/> Illinois Dept. of Natural Resources	—	—
<input checked="" type="checkbox"/> NONE APPLICABLE		

While any external sign-off is outstanding, the provisions of Exhibit 1 apply with respect to the disbursement of funds under this grant.

**NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.**

(b) For projects subject to review by the Illinois Environmental Protection Agency, the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 et seq.

**2.3 PAYMENT PROVISIONS; PRIOR INCURRED COSTS.** The Department shall authorize the State Comptroller's Office to disburse payment of the grant funds as follows:

100 percent (100%) of the grant award will be authorized for disbursement upon the Department's execution of this Agreement. If the amount set forth herein is less than 100% of the grant award, the disbursement schedule for the balance of the grant award is attached hereto as Exhibit 3.

If external sign-offs are indicated in Section 2.2, above, disbursement of grant funds (whether advance or scheduled) are subject to the restrictions set forth in Exhibit 1. Upon receipt of all required sign-offs, the Department's Accounting Division will be notified to disburse grant funds in accordance with the disbursement method indicated herein.

Note: The Department reserves the right to adjust the disbursement schedule set forth above. Reimbursement of costs incurred by the Grantee prior to the Beginning Date specified in the Notice of Grant Award requires the approval of the Department. Such costs must be clearly identified in Part I hereof.

**2.4 PROJECT COMPLETION DATE.** The Project Completion Date for this Grant is as indicated below:

X

Notwithstanding the end date stated in the Notice of Grant Award, the project shall be deemed complete when all activities described in Part III hereof have been fully performed and grant funds have been expended or legally obligated by the Grantee for such activities pursuant to Parts I and III hereof. Grantee shall notify the Department of the Project Completion Date through the submittal of the Final Report described in Section 2.5 below.

\_\_\_\_\_ The Project Completion Date for this Grant is the end date stated in the Notice of Grant Award.

**2.5 REPORTING REQUIREMENTS.** In addition to any other documents specified in this Agreement, the Grantee must submit the following reports and information in accordance with the provisions hereof.

**(a) Status/Expense Reports.** Grantee shall submit status/expense reports as indicated below.

\_\_\_\_\_ **Quarterly Expense Reports:** The Grantee shall submit Quarterly Expense Reports in the format provided by the Department. Reports shall be submitted quarterly (on a calendar basis) through the Project Completion Date.

X **Final Reports:** The Grantee shall submit a Final Status Report and a Final Expense Report, in the format provided by the Department. The Final Reports are due no later than 30 days following the Project Completion Date.

**(b) Close-out Report.** The Close-out report described in Section 5.4 hereof is due 45 days following the end date stated in the Notice of Grant Award.

**(c) Additional Information.** Upon request by the Department, the Grantee shall, within 10 business days of its receipt of such a request, submit additional written reports regarding the Project, including, but not limited to, materials sufficient to document information provided by the Grantee.

**(d) Submittal of Reports.** Submittal of reports and documentation required under Section 2.5 should be submitted to the individual identified in Exhibit 2 hereto.

**2.6 FUNDING LIMITATIONS/RESTRICTIONS.** The Grantee hereby expressly acknowledges and agrees to the following provisions:

**(a)** The grant awarded pursuant to this Agreement is a one-time award. The State is not obligated to provide funding in subsequent State of Illinois fiscal years for the project funded by this grant.

**(b)** Funding provided under this Agreement will not be used for sectarian purposes.

(c) Without the express written consent of the Department, no grant funds nor property purchased with grant funds may be disbursed or conveyed respectively, to, on behalf of, or for the benefit of, any registered lobbyist or family member of such lobbyist, as the term is defined in the Lobbyist Registration Act (25 ILCS 170/1 et seq.).

**2.7 OPPORTUNITIES FOR MINORITY, FEMALE AND DISABLED PERSONS.** Grantee shall use good faith efforts to recruit, develop and extend employment and contracting opportunities to women, minorities, and disabled persons from funds received under this grant. Nothing herein shall be deemed to modify or negate any requirement of the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575/1) or any other provision of this Grant Agreement.

**2.8 MULTIPLE GRANT AWARDS.** If the Grantee was previously awarded a grant by the Department to fund the project described in Part III hereof, the Department may, pursuant to Section 5.7(c), unilaterally revise Parts I and III of the previously executed Grant Agreement to accurately reflect all project activities and the multiple funding sources therefor. If the Grantee receives additional grants to fund the project described in Part III hereof subsequent to the execution of this Agreement, Parts I and III for said grant(s) will be developed to reflect all project activities and the multiple funding sources therefor.

**2.9 FUNDING ACKNOWLEDGMENT.** If requested by the Department, the Grantee shall post signs at the project site or affix signs/decals to equipment purchased with grant funds, which acknowledge the State as providing funds for the project. Signs not provided by the Department must be approved by the Department prior to posting.

**2.10 TERMINATION FOR CAUSE.** Grantee's failure to comply with any of the terms set forth in this Grant Agreement, shall be a sufficient basis to suspend or terminate this Agreement and seek recovery of all grant funds disbursed to the Grantee. **A failure to comply with the terms of this Grant Agreement shall also be a sufficient basis to suspend or terminate any other grant(s) issued to the Grantee by the Department and to reject future grant requests for the Grantee.**

**2.11 FEDERAL, STATE AND LOCAL LAWS.** The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. In the event that a Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Department shall disburse grant funds only if the Grantee enters into an installment payment agreement with said tax authority and remains in good standing therewith. Grantee is required to tender a copy of any such installment payment agreement to the Department. In no event may Grantee utilize grant funds to discharge outstanding tax liabilities. **The execution of this Grant Agreement by the Grantee is its certification that it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee.**

THE UNDERSIGNED IS AUTHORIZED ON BEHALF OF GRANTEE TO, AND HEREBY DOES,  
SPECIFICALLY ACKNOWLEDGE AND AGREE TO COMPLY WITH ALL SPECIAL GRANT  
CONDITIONS REFERENCED HEREIN.

BY: \_\_\_\_\_

TITLE: Mayor of Downers Grove

DATE: \_\_\_\_\_

## EXHIBIT 1

The Project described in Part III and funded under this Grant Agreement, is subject to review by the external agency(ies) indicated in Section 2.2 hereof. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Department shall be incorporated into this Agreement as follows: (i) as an attachment to this Exhibit 1 at the time of grant execution; or (ii) if received from the applicable agency(ies) subsequent to execution, as an addendum to this Agreement.** The Grantee is contractually obligated to comply with such requirements.

Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Department's obligation to disburse funds under this Grant Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the Project have been satisfied. Upon receipt of said notification, disbursement of the grant funds shall be authorized in accordance with the provisions of Section 2.3 hereof.

Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE DEPARTMENT OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.**

**PART III  
SCOPE OF WORK**

**Village of Downers Grove**

**FY'01**

**Section 1. Public Benefit**

The Grantee is a governmental entity that provides essential public services, including fire protection and emergency rescue services, to residents of Downers Grove. The Grant will be used to purchase a heavy rescue vehicle for the Grantee's fire department, which will carry all extrication equipment, an air supply for refilling breathing apparatus, generators, lights, and a wide variety of specialized rescue equipment. This rapid-response vehicle will be deployed to fire and accident scenes not only in Downers Grove, but in neighboring communities as well. The apparatus being replaced is outdated and was not designed for everyday use. It has structural defects and electrical problems and its design is not conducive to efficient transport of modern rescue equipment. This grant will ensure that community residents continue to receive adequate emergency response services.

**Section 2. Grant Tasks**

The Grantee shall, in accordance with Part I hereof, utilize Grant funds to purchase a heavy rescue vehicle.

**PART IV**  
**TERMS AND CONDITIONS GOVERNING GRANT**  
**(Governmental Entities)**

**4.1 APPLICABLE TIME LIMITATIONS.**

(i) **Completion of Performance.** All activities described in Part III hereof, which are chargeable to grant funds provided by this Agreement, must be completed by the grant period end date set forth in the Notice of Grant Award.

(ii) **Expenditure of Grant Funds.** All grant funds provided under this Agreement must be expended or legally obligated by the grant end date set forth in the Notice of Grant Award. Grant funds not expended by the grant end date must be returned to the Department in accordance with directions provided by the Department.

**4.2 INTEREST ON GRANT FUNDS.** Any interest earned on grant funds provided under this Agreement must be accounted for and returned to the Department in accordance with the directions provided by the Department. Notwithstanding, the Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that all of the following requirements are satisfied:

(i) All interest earned must be accounted for and reported to the Department in the Grantee Close-Out Report in described in Section 5.4(B) herein.

(ii) Interest may only be expended for activities which the Department determines are consistent with the Appropriation authorizing the funding for this grant; and

(iii) The Grantee must submit any request to retain interest in writing to the Department's Office of the General Counsel. The Grantee must state the basis for the request, describe the activities on which interest will be expended and acknowledge its agreement to comply with the provisions of Section 4.2 hereof.

The Department will notify the Grantee in writing of its approval or disapproval of the request to retain interest.

**4.3 REFUNDS TO THE DEPARTMENT.** Any refunds (unliquidated grant balance, interest earned on grant funds, or ineligible/improper grant expenditures) due the Department shall be remitted by the Grantee upon demand and pursuant to instructions issued by the Department.

**4.4 BUDGET/SCOPE OF WORK MODIFICATIONS.**

(i) **Grant Budget (Part I).** The Grantee must obtain prior written approval from the Department for any expenditures which materially vary from the expenditures set forth in Part I hereof. For purposes of this Agreement, "materially vary" means any variance within the line items set forth in Part I which exceeds 10% of the amount established for that line item or any line item added or substituted for a line item in Part I hereof.

(ii) **Scope of Work (Part III).** The Grantee must obtain prior written approval from the Department before changing any of the activities specified in Part III which are chargeable to this grant. Any revision to Part III which results in the performance of activities by the Grantee which are inconsistent with the purpose set forth in the Appropriation authorizing the grant awarded under this Agreement are not permissible.

**4.5 FISCAL RECORDING/REPORTING REQUIREMENTS.** The Grantee is accountable for all funds disbursed under this grant. The Grantee's financial management system shall be structured to provide for accurate, current, and complete disclosure of the expenditure of all funds provided under this Agreement. The Grantee shall maintain effective control and accountability over all funds disbursed and equipment, property, or other assets acquired with grant funds. The Grantee shall keep records sufficient to permit the tracing of funds to a level of expenditure adequate to insure that funds have been expended in accordance with the terms of this Agreement.

**4.6 GRANT DELIVERABLES.** The Grantee will submit the following Grant deliverables in accordance with the Grant Agreement provisions referenced herein:

- (i) Project Status and Expense Reports (Section 2.5)
- (ii) Financial Close-out Package (Section 5.4B); and
- (iii) Audit (if applicable) (Section 2.1 and Section 5.4C).

**4.7 PROCUREMENT OF CONSTRUCTION AND PROFESSIONAL SERVICES; ACQUISITION OF EQUIPMENT OR LAND.** The Grantee shall procure all construction and professional services, and acquire land, equipment and materials financed in whole or in part with grant funds provided hereunder, through written, contractual agreement(s), which specify the rights and obligations of both parties relevant to the specified transaction.

**4.8 DUE DILIGENCE IN EXPENDITURE OF FUNDS.** Grantee shall ensure that grant funds are expended in accordance with the following principles:

- (i) Grant expenditures should be made in accordance with generally accepted sound business practices, arms length bargaining, applicable Federal and State laws and regulations, and the terms and conditions of this Agreement;
- (ii) Grant expenditures should not exceed the amount which would be incurred by a prudent person under the circumstances prevailing at the time the decision is made to incur the costs; and
- (iii) Grant expenditures should be consistent with generally accepted accounting principles.

**4.9 LEGAL COMPLIANCE.** In addition to complying with the statutes and regulations specifically referenced in this Agreement, the Grantee is responsible for determining the applicability of and complying with any other laws, regulations, ordinances, etc., which

govern the Grantee's performance of the activities described in Part III hereof, including, but not limited to purchasing/procurement rules, the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) and the Interagency Wetlands Policy Act (20 ILCS 830/1 et. seq.).