

COUNCIL WORKSHOP ITEM

ITEM: Grant Agreement Number 02-120096 from Illinois Department of Commerce & Community Affairs
DATE: 1/15/02
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 fourth and final grant agreement from the Illinois Department of Commerce and Community Affairs (DCCA) as part of the Illinois First Member Initiative funding program that will be jointly applied to purchase a heavy rescue squad vehicle. Grant Agreement Number 02-120096 is sponsored by Senator Kirk Dillard in the amount of \$82,000. This agreement marks a total funding sum of \$282,000 from DCCA. The new unit will cost \$409,507. The remaining balance of \$127,507 can be found in the equipment replacement fund, (account 530.960.0000.5836).

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.

We anticipate receipt of grant monies during early FY2002-03 since the state's fiscal year ends 6/30/2002. Because we are confident in the receipt of these grants, we placed the order for the rescue squad after receiving Council bid approval. We anticipate delivery of the rescue squad in the first quarter of 2002.

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: Resolution
Attachment 2: Grant Agreement

RECOMMENDATION:

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

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING SUBMITTAL OF GRANT AGREEMENT APPLICATION
TO THE ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS
(DCCA)**

WHEREAS, the Village of Downers Grove, a non-profit organization and municipal corporation in the State of Illinois, has developed Grant Agreement No. 02-120096 for funding in the total amount of \$82,000.00 for the purchase of a new heavy rescue squad vehicle which the Village of Downers Grove shall authorize the grant agreement to the Illinois Department of Commerce and Community Affairs (DCCA); and

WHEREAS, the Village Council has reviewed said grant agreement and requirements and desires that said application be processed by the Illinois Department of Commerce and Community Affairs (DCCA).

NOW, THEREFORE, be it resolved by the Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the Village of Downers Grove agrees to sponsor Grant Agreement No. 02-120096 of the Village of Downers Grove in the amount of \$82,000.00 for the purchase of a new heavy rescue squad vehicle.
2. That the Village of Downers Grove agrees to the conditions and requirements listed in the grant agreement.
3. That this resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

STATE OF ILLINOIS
DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS

Notice of Grant Award No. 02-120096
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 \$82,000.00 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 07/01/2001 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

Auth Signator: Brian Krajewski
Phone: (630) 434 - 5525

The following is designated as administrator for the Grantee:

Auth Signator: _____
Phone: _____

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 I
BUDGET**

Activity Line Item	Grant No. 02-120096	Grant No. 01-122425	Grant No. 01-122121	Grant No. 01-124315
Equipment (heavy rescue apparatus for fire dept.)	\$82,000.00	\$100,000.00	\$50,000.00	
Fire Engine				\$50,000.00
Total	\$82,000.00	\$100,000.00	\$50,000.00	\$50,000.00

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:

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 a letter to the Grant manager stating the Project Completion Date.

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 through the Project Completion Date, except where Grantee is directed otherwise in the Close-out Package instructions.

(b) **Close-out Package.** The Close-out Package described in Section 5.4 hereof is due 45 days following the end date stated in the Notice of Grant Award. Grantee shall submit the Close-out Package (consisting of a Final Status Report, a Final Expense Report, and a Close-out Report) in the format provided by the Department. This package shall summarize expenditure of the grant funds and activities completed during the grant term. The Grantee's failure to comply with the Close-out requirements set forth herein and in Section 5.4 shall be considered a material breach of the performance required by this Agreement and may be the basis to initiate proceedings to recover all funds disbursed to the Grantee.

(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 shall not be used to perform or to further the performance of sectarian activities.

(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; TAX LIABILITIES; STATE AGENCY DELINQUENCIES. 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 or other debts owed to any governmental unit. **The execution of this Grant Agreement by the Grantee is its certification that (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and**

(ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.

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: _____

**PART III
SCOPE OF WORK**

02-120096

Section 1. Public Benefit

The Grantee is a governmental entity located in Downers Grove, IL.

The Downers Grove Fire Department operates a Heavy Rescue Squad that responds from Fire Station 1 at 2560 Wisconsin Avenue. This apparatus carries all the Department's extrication equipment for both roadway and industrial use, an air supply for refilling breathing apparatus, generators and lights, and a wide variety of specialized rescue equipment for above grade, below grade, building collapse, confined space, and trench rescues.

Along with automatically responding to all fires within the Grantee's district, the Heavy Rescue Squad is an integral part of the Fire Agencies Specialty Teams/Technical Rescue Team that includes four additional fire districts. Also, the Squad is available to another larger special rescue organization called the Combined Agency Response Team that covers and even larger geographical area.

This apparatus is in need of replacement. It is over 10 years old and was not designed for everyday use. It has numerous structural defects and electrical problems. The new apparatus will have a heavier chassis underneath to allow all the equipment to be carried and is designed to store all the equipment that is required for technical rescues.

Approximately 50,000 residents of the Downers Grove Fire Protection District will be primary beneficiaries while an additional 500,000 people residing within the overall service area will be secondary beneficiaries of this project. All funds will go toward the purchase of the Heavy Rescue Squad vehicle.

Section 2: Grant Tasks

2.1 The Grantee shall utilize grant funds in accordance with Part I hereof.

2.2 The Grantee shall continue to provide the programs and services specified in Section 1, above, for the term of the Grant Agreement.

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. The Grantee may be allowed to retain interest earned on grant funds awarded under this Agreement, provided that:

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

(ii) Interest may only be expended for activities which are identified in Parts I and III hereof.

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, if applicable (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.).

**PART V
GENERAL PROVISIONS**

5.1 GRANTEE AUTHORITY; INDEPENDENCE OF GRANTEE PERSONNEL; GRANTOR AUTHORITY; GOVERNING LAW.

A. Grantee Authority. The Grantee warrants that it is the real party in interest to this Agreement, that it is not acting for or on behalf of an undisclosed party, and that it possesses legal authority to apply for this grant and to execute the proposed program or project described in Part III hereof. Grantee's execution of this Agreement shall serve as its attestation that Grantee has read, understands and agrees to all provisions of this Agreement and to be bound thereby. Grantee further acknowledges that the individual executing this agreement is authorized to do so on Grantee's behalf.

B. Independence of Grantee Personnel. All technical, clerical, and other personnel necessary for the performance required by this Agreement shall be employed, or contracted with, by Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be the agents or employees of the Department.

C. Grantor Authority. The Department and its payroll employees, when acting pursuant to this Agreement, are acting as State officials in their official capacity and not personally or as the agents of others.

D. Governing Law. This Grant is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law as that law would be interpreted by an Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law will be applied as it would be if interpreted and applied by an Illinois court.

5.2 SCOPE OF WORK. In consideration for the grant funds to be provided by the Department, the Grantee agrees to perform the project described in Part III hereof and to prepare and submit to the Department the reports and other deliverables described in this Agreement.

5.3 FISCAL RESPONSIBILITIES.

A. Non Appropriation Clause. Payments pursuant to this Agreement are subject to the availability of applicable Federal and State funding from the Department and their appropriation and authorized expenditure under state law. Obligations of the State will cease immediately without penalty or liability of further payment being required if in any fiscal year that this Agreement is in effect the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this grant.

The Grantee hereby is given actual knowledge of the fact that pursuant to the State Finance Act, 30 ILCS 105/30, payments under this grant are contingent upon there existing a valid appropriation therefor and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in an amount in excess of the money appropriated, unless

expressly authorized by law. If this is a multi-year grant, it is void by operation of law if the Department fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

B. Total Amount of Grant Limited. The Grantee expressly understands and agrees that the total financial obligation of the Department under this Agreement shall not exceed the total grant amount set forth on the Notice of Grant Award and the Grantee agrees expressly to fully complete the Scope of Work specified in this Agreement and all other obligations under this Agreement within the stated total consideration.

C. Delivery of Grantee Payments. Payment to the Grantee under this Agreement shall be made payable in the name of the Grantee and sent to the person and place specified in the Notice of Grant Award. The Grantee may change the person to whom payments are sent, or the place to which payments are sent by written notice to the Department signed by the Grantee. No such change or payment notice shall be binding upon the Department until ten (10) business days after actual receipt.

5.4 RECORDS RETENTION AND ACCESS TO RECORDS; PROJECT CLOSEOUT; ACCOUNTING; AND AUDIT REQUIREMENTS.

A. Records Retention. The Grantee is accountable for all funds received under this Agreement and shall maintain, for a minimum of three (3) years following the later of the expiration or termination of this Agreement, adequate books, records, and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related hereto shall be available for inspection and audit by the Department, the Auditor General of the State of Illinois, or any of their duly authorized representatives, and the Grantee agrees to cooperate fully with any audit conducted by the Auditor General or the Department. Grantee agrees to provide full access to all relevant materials and to provide copies of same upon request. Failure to maintain books, records and supporting documents required by this Section 5.4 shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement.

If any of the services to be performed under this Agreement are subcontracted, the Grantee shall include in all subcontracts covering such services, a provision that the Department and the Auditor General of the State of Illinois, or any of their duly authorized representatives, will have full access to and the right to examine any pertinent books, documents, papers and records of any such subcontractor involving transactions related to this Agreement for a period of three (3) years from the later of the expiration or termination of this Agreement.

B. Grant Closeout. In addition to any other reporting requirements specified in this Agreement, the Grantee shall complete and submit a final Grant Closeout Package on forms provided by the Department, within time limits established by the Department, after the expiration or termination of this Agreement. The Grantee must report on the expenditure of grant funds provided by the State, and if applicable, the Grantee's required matching funds. The Grantee is responsible for taking the necessary steps to correct any deficiencies disclosed

by such Grant Closeout Package, including such action as the Department, based on its review of the Grant Closeout Package, may direct.

In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 et seq., the Grantee must, within 45 days of the expiration or termination of this Agreement, refund to the Department, any balance of funds which is unobligated at the end of the Grant term specified in the Notice of Grant Award. For purposes of preparation of grant closeout forms, the determination of allowable expenditures and excess grant funds shall be based on the premise that the total Grantee compensation under this Agreement shall not exceed the amount specified in the Notice of Grant Award.

C. Audit Requirements. If required by Part II of this Grant Agreement, the Grantee shall be required to have an audit conducted in accordance with the following terms:

a. State Audit Requirements:

(i) The audit shall be conducted by a certified public accountant who is licensed by the State of Illinois to conduct an audit in accordance with **Generally Accepted Auditing Standards.**

(ii) Grant funds shall be included in the Grantee's annual audit, unless the Department authorizes the Grantee to have a grant-specific audit conducted.

(iii) Upon completion of an audit, an audit report shall be issued and the Grantee shall provide the Department with a copy of such audit report.

(iv) The Grantee shall provide the Department with a copy of an audit report within 30 days of the Grantee's receipt of such audit report, but in no event later than nine months following the end of the period for which the audit was performed. The Grantee shall send the audit report to the Department at the following address:

Illinois Department of Commerce and Community Affairs
Division of Audits
620 East Adams
Springfield, IL 62701

D. Worker's Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee shall provide Worker's Compensation insurance where the same is required and shall accept full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

5.5 TERMINATION; SUSPENSION.

A. This Agreement may be terminated as follows:

1. Due to Loss of Funding. Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement. In the event the Department suffers such a loss of funding in full or in part, the Department shall give the Grantee written notice which shall set forth the effective date of full or partial termination, or if a change in funding is required, setting forth the change in funding and the changes in the approved budget.

2. For Cause. If the Department determines that the Grantee has failed to comply with any of the terms, conditions or provisions of this Agreement, or any other Agreement executed by the Department and the Grantee, including any applicable rules or regulations, the Department may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Department shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Grantee shall not incur any costs after the effective date of the termination. Payments made to the Grantee or recovery by the Department shall be in accord with the legal rights and liabilities of the parties.

In the event of termination for cause, Grantee shall also be subject to any other applicable provisions specified elsewhere in this Agreement.

Termination for cause may render the Grantee ineligible for consideration for future grants from the Department.

3. For Convenience. The Department or the Grantee may terminate this Agreement in whole or in part when the Department and the Grantee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditure of funds. The Department and the Grantee shall agree upon termination conditions including the effective date and, in the case of partial termination, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Grantee for the Department's share of the non-cancelled obligations, if properly incurred by the Grantee prior to termination.

B. Suspension. If the Grantee fails to comply with the specific conditions and/or general terms and conditions of this Agreement, the Department may, after written notice to the Grantee, suspend this Agreement, withhold further payments and prohibit the Grantee from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate this Agreement. Department may determine to allow such necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension provided that the Department agrees that such costs were necessary and reasonable and incurred in accordance with the provisions of this Agreement.

Section 5.6 INDEMNIFICATION.

A. Non-governmental entities. The Grantee agrees to indemnify and hold the Department and/or the State of Illinois, and its officers, agents, or employees harmless from and against any and all claims, and actions, including but not limited to, attorneys' fees, costs and

interest, based upon and arising out of any services performed under this Agreement by the Grantee and its officers, employees, agents, independent contractors, subcontractors, subrecipients, volunteers, or other associates. The Grantee shall further indemnify and hold the Department and/or the State of Illinois and/or its officers, agents and employees harmless from and against any and all liabilities, demands, claims, damages, suits costs, fees and expenses incident thereto, for injuries or death to persons and for loss or damage to or destruction of property because of negligence, intentional acts or omissions on the part of Grantee, its officers, employees, agents, independent contractors, subcontractors, subrecipients, volunteers or other associates, arising out of any services performed under this Agreement.

The Grantee further agrees to indemnify, save and hold harmless the Department, its officers, agents and employees against any liability, including costs and expenses associated with the violation of general, proprietary rights, copyrights or rights of privacy of third parties arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data developed or furnished under this Agreement or any libelous or any unlawful matter contained therein.

B. Governmental Entities. In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Department as set out herein to the extent authorized by Federal and/or State constitutions(s) and/or laws.

C. Notice. In the event that any demand or claim relating to the transactions or activities pursuant to this Agreement is made known to either party, the Department and/or the Grantee will notify the other party to this Agreement in writing in an expedient manner.

5.7 MODIFICATION BY OPERATION OF LAW; DISCRETIONARY MODIFICATIONS; BUDGET MODIFICATIONS.

A. Modifications by Operation of Law. This Agreement is subject to such modifications as the Department determines may be required by changes in Federal or State law or regulations applicable to this Agreement. Any such required modification shall be incorporated into and be part of this Agreement as if fully set forth herein. The Department shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.

B. Budget Modifications. Budget modifications shall be made in accordance with any applicable provisions as specified elsewhere in this Agreement.

C. Discretionary Modifications. If either the Department or the Grantee wishes to modify the terms of this Agreement other than as set forth in Sections A and B above, written notice of the proposed modification must be given to the other party. No modification will take effect until it is agreed to in writing by both the Department and the Grantee, except that if the Department notifies the Grantee in writing of a proposed modification without the prior written approval of the Grantee, failure of the Grantee to object in writing, specifying the reasons for the objections, within thirty (30) calendar days from the date of the Department's notice to the Grantee of such proposed modification, the modification will be deemed to be approved by the Grantee. The Department's notice to the Grantee shall contain the Grantee name, Grant

number, modification number, purpose of the revision and signature of the Department's director.

**5.8 CONFLICT OF INTEREST; INTEREST OF PUBLIC OFFICIALS/EMPLOYEES;
BONUS/COMMISSION PROHIBITED; HIRING OF STATE EMPLOYEES PROHIBITED.**

A. Conflict of Interest. The Grantee shall establish safeguards to prohibit officers, directors, agents, employees and family members from using positions of employment for a purpose that is, or gives the appearance of, being motivated by a desire for a private gain for themselves or others, particularly those with whom they have family business or other ties. Safeguards, evidenced by rules or bylaws, shall be established to prohibit persons from engaging in actions which create or which appear to create a conflict of interest as described herein or in Section 2.6 of this Agreement.

B. Interest of Public Officials/Employees.

(i) Governmental Entity. If the Grantee is a governmental entity, the Grantee certifies that no officer or employee of the Grantee and no member of its governing body and no other public official of the locality in which the program objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall participate in any decision relating to any contract negotiated under a program grant which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or has any financial interest, direct or indirect, in such contract or in the work to be performed under such contract.

(ii) Nongovernmental Entity. If the Grantee is a nongovernmental entity, it shall comply with the provisions of Section 2.6 hereof relative to conflict of interest.

Violations of this Section 5.8 (and 2.6 for non-governmental entities) may result in suspension or termination of this Agreement, and recovery of grant funds provided hereunder. Violators may also be criminally liable under other applicable State laws and subject to actions up to and including felony prosecution.

C. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the grant awarded under this Agreement.

D. Hiring State Employees Prohibited. No State officer or employee may be hired to perform services under this Agreement, or be paid with funds derived directly or indirectly through this grant without the written approval of the Department.

5.9 APPLICABLE STATUTES.

A. Grantee Responsibility. All applicable Federal, State and local laws, rules and regulations governing the performance required by Grantee shall apply to this Agreement and will be deemed to be included in this Agreement the same as though written herein in full. Grantee is responsible for ensuring compliance with all applicable laws, rules and regulations, including, but not limited to those specifically referenced herein. Except where expressly

required by applicable laws and regulations, the Department shall not be responsible for monitoring Grantee's compliance.

B. Land Trust/Beneficial Disclosure Act (765 ILCS 405/2.1). No grant award funds shall be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Department identifying each beneficiary of the land trust by name and address and defining such interest therein.

C. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property.

D. State of Illinois Discrimination Laws (775 ILCS 5/1-101, et seq.). In carrying out the performance required under this Agreement, the Grantee shall comply with all applicable provisions of the Illinois Human Rights Act, and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Grantee's failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

E. Drugfree Workplace Act (30 ILCS 580/1, et seq.). Grantee will make the certification required in this Agreement and will comply with all of the provisions of the Drugfree Workplace Act that are applicable to the Grantee. False certification or violation of the requirements of the Drugfree Workplace Act may result in sanctions including, but not limited to, suspension of grant payments, termination of this Agreement and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

F. Freedom of Information Act (5 ILCS 140/1 et seq.). Applications, programmatic reports and other information obtained by the Department under this Agreement shall be administered pursuant to the Freedom of Information Act. The Department shall give Grantee timely notice in the event it receives a request for information submitted by Grantee relative to this Agreement.

5.10 MISCELLANEOUS PROVISIONS.

A. Waivers. A waiver of any condition of this Agreement must be requested in writing. No waiver of any condition of this Agreement may be effective unless in writing from the Director of the Department.

B. Assignment. The benefits of this Agreement and the rights, duties and responsibilities of the Grantee under this Agreement may not be assigned (in whole or in part) except with the

express written approval of the Department acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Department.

C. Severability Clause. If any provision under this Agreement or its application to any person or circumstances is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision or its application of this Agreement which can be given effect without the invalid provision or application.

D. Integration Clause. This Agreement, with attachments, as written, is the full and complete agreement between the parties and there are no oral agreements or understandings between the parties other than what has been reduced to writing herein.

E. Comptroller Filing Notice. The Grantee expressly understands that whenever applicable, a copy of this Agreement and any modification, cancellation or renewal is required to be filed by the Department with the State Comptroller.

F. Subcontract and Grants. The Grantee's services, duties and responsibilities specified herein shall not be subcontracted or subgranted by the Grantee without prior written approval of the Department, unless such subcontracts or subgrants are provided for elsewhere in this Agreement. Any subcontracts or subgrants shall be subject to, and conform with, all applicable State and Federal laws, and shall specifically provide that subcontractors or subgrantees are subject to all of the terms and conditions of this Agreement.

**PART VI
STATE OF ILLINOIS REQUIRED
CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW. The Grantee certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST. The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING. The Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN. The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT. The Grantee certifies that:

- A) It is a Corporation, Partnership, or other entity (other than an individual) **with 24 or fewer employees** at the time of execution of this Agreement.
- B) That the purpose of this grant is to fund solid waste reduction.
- C) It is a Corporation, Partnership, or other entity (other than an individual) **with 25 or more employees** at the time of execution of this Agreement, or
- D) That it is an individual.

If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.

If Option "C" or "D" is checked and the amount of this grant is five thousand dollars (\$5,000.00) or more, the Grantee is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Grantee must comply with the terms of said Act, as set forth below:

Grantee will provide a drugfree workplace by:

- (a) Publishing a statement:
 - (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.
 - (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the Grantee's policy of maintaining a drug free workplace;
 - (iii) any available drug counseling, rehabilitation and employee assistance programs; and
 - (iv) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the granting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Grantee is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 ANTI-BRIBERY. The Grantee certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50-5).

6.8 DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT. The Grantee certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Grantee further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et. seq.)

6.9 SEXUAL HARASSMENT. The Grantee certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5)). A copy of the policies shall be provided to the Department upon request.

6.10 INTERNATIONAL ANTI-BOYCOTT CERTIFICATION. The Grantee hereby certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979, or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 ILCS 582/1 et seq.).