

Ordinance No. 99- 46

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS, AS FOLLOWS:*

**SECTION 1:** That certain Grant Agreement Between the Village of Chatham and the State of Illinois Department of Commerce and Community Affairs, a copy of which is attached hereto, is hereby approved.


**SECTION 2:** The Village President is hereby authorized to execute said contract, and the proper officers of the Village are hereby authorized to carry out the contract according to its terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 28 day of September, 1999.

  
\_\_\_\_\_  
VILLAGE PRESIDENT

ATTEST:

  
\_\_\_\_\_  
Village Clerk

AYES:

6

NAYS:

0

PASSED: 9-28-99

APPROVED: 9-28-99

ABSENT: Ø



Illinois Department of Commerce and Community Affairs

George H. Ryan
Governor

Pam McDonough
Director

September 9, 1999

Honorable Linda Koester
Mayor
Village of Chatham
116 East Mulberry
Chatham, IL 62629

Dear Mayor Koester:

RE: GRF Grant No.: 99-12198

Please find enclosed the draft grant agreement between your agency and the Illinois Department of Commerce and Community Affairs (DCCA). Please carefully review this document in order to ensure that the grantee understands its rights and responsibilities under the agreement.

If the agreement is acceptable as drafted, please indicate acceptance of its terms and conditions by having the acknowledgment set forth below signed by an authorized official of the grantee. If revisions to the agreement are requested, all proposed changes must be submitted to DCCA in writing, together with an explanation for each requested revision. Please be advised that parts V and VI are derived from state statute, administrative regulation and internal policy and are not subject to negotiation.

DCCA must receive either the signed copy of this letter or the written request for revisions as soon as possible in order to finalize the processing of the grant. The acknowledgment or request for revisions may be transmitted via fax to 217/782-1206, or via mail to Ms. Gail Hedges, Department of Commerce and Community Affairs, 620 E. Adams St., 5th floor, Springfield, IL 62701. Additionally, please complete the Grantee Information Sheet and submit with the above noted acknowledgment via fax or mail

If you have any questions, please contact me at 217/785-6153.

Sincerely,

[Handwritten signature of Gail Hedges]

Gail Hedges
Assistant Division Manager

ACKNOWLEDGMENT:

The terms and conditions of the grant agreement submitted with this letter are acceptable.

Signature

Date

Internet Address http://www.commerce.state.il.us

620 East Adams Street
Springfield, Illinois 62701

James R. Thompson Center
100 West Randolph Street, Suite 3-100
Chicago, Illinois 60601

325 West Adams Street, 3rd Floor
Springfield, Illinois 62704-1892

2309 West Main, Suite 118
Marion, Illinois 62959

217/782-7500
Fax: 217/785-6454 TDD: 800/785-6055

312/814-7179
Fax: 312/814-6732 TDD: 800/419-0667

217/785-2800
Fax: 217/785-2618 TDD: 217/785-0211

618/997-4394
Fax: 618/997-1825 TDD Relay: 800/526-0844

# Grantee Information Sheet

FEIN \_\_\_\_\_ (i.e. 37-1234567)

Name \_\_\_\_\_ **Select One**  
Type of Government: City \_\_\_\_\_  
Village \_\_\_\_\_  
County \_\_\_\_\_  
Twshp \_\_\_\_\_

Address \_\_\_\_\_ College/Univ \_\_\_\_\_  
Non-Profit \_\_\_\_\_

City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_ (i.e. 62xxx - xxxx) \*\*

BUSINESS PHONE (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Chief Executive

Last Name \_\_\_\_\_ First \_\_\_\_\_ Mi \_\_\_\_\_

Salutation \_\_\_\_\_ Title \_\_\_\_\_

\*\* Zip + 4 is required for all addresses for grants filed with the Comptroller's office.

**GENERAL REVENUE FUND ADD-ON**

**Grant No. 99-12198**

**between**

**The Illinois Department of Commerce and Community Affairs**

**and**

Village of Chatham

**NOTICE OF GRANT AWARD**  
**Grant No. 99-12198**

This Grant Agreement (the "Agreement") is entered into by and between the Illinois Department of Commerce and Community Affairs (the "Department") and the Village of Chatham ("Grantee").

**WHEREAS**, pursuant to Public Act 91-0020, Article 16, Section 119, (the "Appropriation") the Department is appropriated funds to provide a grant to the Grantee in the amount of \$100,000, or so much thereof as may be necessary, for the purpose(s) set forth in the Appropriation;

**WHEREAS**, award of this grant by the Department is consistent with its exercise of the powers and duties set forth in 20 ILCS 605/46.1, et. seq., relative to promoting economic development in the State of Illinois;

**NOW THEREFORE**, the Department and Grantee agree as follows:

The following sections are incorporated into and made a part of the Agreement.

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

The Grantee is hereby authorized to incur costs, against this Grant from the beginning date of July 1, 1999 through the ending date of June 30, 2001. **Grantee agrees to utilize funds provided under this Agreement solely to fund the expenditures described in Part I to accomplish the activities described in Part III hereof.**

Under penalties of perjury, the undersigned certifies that \_\_\_\_\_ is its correct federal Taxpayer Identification Number (TIN). The organization does business as a: **(please check one)**

- |                                                                                  |                                                  |
|----------------------------------------------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Individual                                              | <input type="checkbox"/> Real Estate Agent       |
| <input type="checkbox"/> Sole Proprietorship                                     | <input type="checkbox"/> Governmental Entity     |
| <input type="checkbox"/> Partnership                                             | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation                                             | (IRC 501(a) only)                                |
| <input type="checkbox"/> Not-for-Profit Corporation                              | <input type="checkbox"/> Trust or Estate         |
| <input type="checkbox"/> Medical and Health Care<br>Service Provider Corporation |                                                  |

THE UNDERSIGNED AFFIRMS, UNDER PENALTY OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE GRANTEE.

GRANTEE

STATE OF ILLINOIS  
Department of Commerce  
and Community Affairs

\_\_\_\_\_

By \_\_\_\_\_  
Authorized Official

By \_\_\_\_\_  
Director

\_\_\_\_\_  
Typed/Printed Name

Date: \_\_\_\_\_

Title \_\_\_\_\_

PART I  
Budget

Purchase property	\$ 37,000
Legal fee, transfer	3,000
Building renovation	55,000
Basic equipment purchase	<u>5,000</u>
TOTAL	\$100,000



## PART II

### SPECIAL GRANT CONDITIONS

#### 2.1 AUDIT REQUIREMENTS

X     **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 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

           **The Grantee is not required to have an audit conducted as a condition of this Grant Agreement.**

**PART III**  
**Scope of Work**

The Village of Chatham will receive \$100,000 from General Revenue Funds for a teen center. Funds will be used to purchase and renovate a building, purchase basic equipment, and legal fees and transfer.

**PART IV**  
**TERMS AND CONDITIONS GOVERNING GRANT**

**Section 4.1 Payments to the Grantee**

Payment to the Grantee shall be made subject to the provisions of Section 5.3 hereof and shall not exceed the amount set forth in the Notice of Grant Award. Upon execution of this Agreement by the Department, it shall authorize the Office of the State Comptroller to disburse payment of the entire grant award to the Grantee.

**Section 4.2 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 expiration date set forth in the Notice of Grant Award.

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

**Section 4.3 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.

**Section 4.4 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.

**Section 4.5 Budget/Scope of Work Modifications; Project Completion Certification.**

**(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.

**(ii) Scope of Work (Part III).** The Grantee must obtain prior written approval from the Department before materially changing any of the activities specified in Part III which are chargeable to this grant. For purposes of this Agreement, a "material scope change" is any revision to Part III which would result in the performance of activities by the Grantee which is inconsistent with the purpose set forth in the Appropriation.

**(iii) Project Completion Certification.** Within 45 days following the expiration date of this Agreement, the Grantee shall submit to the Department the Project Completion Certification form (signed by an authorized official of the grantee) included in the Grant Closeout Package required by the Department.

#### **Section 4.6 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 not been spent unlawfully.

#### **Section 4.7 Grant Deliverables.**

The Grantee will submit the following Grant deliverables in accordance with the Grant Agreement provisions referenced herein:

- (i) Project Completion Certification (Section 4.4(iii))
- (ii) Financial Close-out Package (Section 5.4B); and
- (iii) Audit (Section 2.1 and Section 5.4C)

#### **Section 4.8 Procurement of Construction and Professional Services; Acquisition of Equipment**

The Grantee shall procure all construction and professional services, and acquire 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.

**Section 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 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**

**Section 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 the Scope of Services attached to the Notice of Grant Award. Any person binding a grantee other than him or herself must, when required, state and/or evidence the legal authority for his or her agency. If subsequent to the execution of this Agreement, the signing person is found not to have the appropriate authority, expressly, implied or in fact or law, the would-be agency shall be primarily liable under this Agreement as principal in breach of this Agreement. By executing this Agreement in principal, person or by agency, the Grantee acknowledges having read, understood and agreed to all provisions of this Agreement and to be bound thereby.
- 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.

**Section 5.2 SCOPE OF SERVICES.** In consideration for the grant funds to be provided by the Department, the Grantee agrees to perform the services, provide the materials and to prepare and submit to the Department the reports, studies and other deliverables described in the Scope of Work attached to the Notice of Grant Award. Such services, materials, reports, studies and other deliverables are referred to herein as the "Program" or "Project".

**Section 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 Services 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.

**Section 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 five 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 five 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 Report 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 Report, including such action as the Department, based on its review of the Grant Closeout Report, 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 close-out 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:

**1. Federally Funded Grants**

**a. Applicable Federal Requirements.** If the Grantee is required to have an audit conducted pursuant to the Single Audit Act of 1984, as amended in 1996 ("Single Audit Act") and by the Office of Management and Budget Circular A-133 ("OMB Circular A-133"), then the audit shall be performed in accordance with these provisions.

**b. Grantee Shall Furnish Department With Copy of Audit.** When the Grantee has an audit conducted pursuant to the requirements of the Single Audit Act and OMB Circular A-133, and an audit report is produced pursuant to such federal requirements, the Grantee shall provide the Department with a copy of such audit report, except in cases where the Grantee is not required by the Single Audit Act or OMB Circular A-133 to distribute a copy of such audit report to the Department.

**c. Grantee To Send Department Copy of Audit Report or Reporting Package within Specified Time Period.** The Grantee shall send a copy of the audit report, the data collection form and the appropriate reporting package, as provided for in the Single Audit Act and OMB Circular A-133, to the Department within 30 days of the Grantee's receipt of such audit report, but in no event later than 13 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 - 2nd Floor  
Springfield, IL 62701

## **2. State Funded Grants**

### **a. State Audit Requirements:**

(i) An 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 - 2nd Floor  
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 Worker's 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.

### **Section 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, 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.

**Section 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.

**Section 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 and employees 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.

**B. Interest of Public Officials/Employees.** If the Grantee is a local government, 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.

If the Grantee is a nongovernmental entity, such a financial interest is permissible provided full disclosure of said interest is made to the Department in advance of any decisions relative to the award of a contract giving rise to such interest and further provided that the officer, employee, or member of the governing body so affected shall remove himself or herself from the room during any discussion, deliberation and voting in connection with the awarding of such a contract and provided further, that the Department determines in writing, that the best interest of the State outweighs the conflict of interest issue.

Violations of this provision 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. 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.

**C. Bonus or Commission Prohibited.** The Grantee shall not pay any bonus or commission for the purpose of obtaining approval of the application for the financial assistance provided for herein, or any other approval by the Department which may be necessary in connection with carrying out the program objectives.

**D. Hiring State Employees Prohibited.** No state officer or employee may be hired or paid with funds derived directly or indirectly through this grant without the written approval of the Department and compliance with the Illinois Purchasing Act, 30 ILCS 505/11.3 and 11.5.

#### **Section 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, which 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.

#### **Section 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 and that it will comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (30 ILCS 505/11, 1-11.5) which terms, conditions and provisions are made a part of this Agreement by reference.

**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 Purchasing Act (30 ILCS 505/10.1).

**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.).



**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
                                                  ) SS.  
COUNTY OF SANGAMON            )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 99-\_\_\_, adopted by the President and Board of Trustees of said Village on the \_\_\_\_ day of \_\_\_\_\_, 1999, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF COMMERCE AND COMMUNITY AFFAIRS**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this \_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
Village Clerk