



**DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES**

*Economic Development Division*

**m e m o r a n d u m**

**TO:** Laurel Lunt Prussing, Mayor

**FROM:** Elizabeth H. Tyler, FAICP, Director, Community Development Services

**DATE:** April 16, 2009

**SUBJECT:** **An Ordinance approving and authorizing the execution of an agreement with the State of Illinois Department of Agriculture (FY 2009-2010)**

---

**Introduction and Background**

In Fall 2008 the City of Urbana/Market at the Square received a notice from the Illinois Department of Agriculture regarding funding availability for farmers' markets in Illinois in fiscal year 2009 via a program called the Illinois Farmers' Market Advertising Grant Program.

The Illinois Department of Agriculture received specialty crop block grant funds from the U.S. Department of Agriculture for the Specialty Crop Block Grant, with \$132,565 of those grant funds to be used for the Illinois Farmers' Market Advertising Grant Program. Through this new program, all Illinois farmers' markets were eligible to apply for grant funds to help offset the cost of advertising their markets for the 2009 farmers' market season. The Illinois Department of Agriculture encouraged all markets to submit a proposal for consideration.

In December 2008, the City of Urbana submitted its proposal, requesting \$7,500, the maximum dollar amount allowed under the guidelines of the Request For Proposal. The City's proposal specifically requested grant funds to produce and broadcast television advertising for its child nutrition and farm-linkage programming, "Sprouts at the Market", on both cable and local networks.

On March 25, 2009, the City received notice from the Illinois Department of Agriculture that Market at the Square would be the recipient of a \$7,500 grant to be used solely for the purchase of television broadcast time advertising Sprouts at the Market events.

In order for the funds to be released, the City must enter into a signed agreement with the Illinois Department of Agriculture. As this agreement requires that the City indemnify and hold harmless the State of Illinois related to this grant, it is the opinion of the Legal Division that City Council should approve and authorize the Mayor to sign this agreement.

## **Fiscal Impact**

As the grant funds will be budgeted as part of the FY 2009-2010 budget, no budget amendment is needed at this time.

In the City's grant application, \$3,500 was earmarked for network airtime costs, and \$4,000 for cable airtime costs.

The Market at the Square will work with UPTV staff to produce the advertisements.

## **Options**

1. Forward the ordinance to City Council with a recommendation for approval.
2. Do not forward the ordinance to City Council.

## **Recommendation**

Staff recommends that the City Council approve the attached ordinance.

Prepared by:

---

Lisa Bralts, Economic Development Specialist  
Market at the Square Director

Attachments:      Exhibit A: Grant award notice  
                         Exhibit B: Draft ordinance with attached agreement



Pat Quinn, Governor • Thomas E. Jennings, Director

**Bureau of Marketing and Promotion**

State Fairgrounds • P.O. Box 19281 • Springfield, IL 62794-9281 • 217/782-2172 • TDD 217/524-6858 • Fax 217/524-5960

March 25, 2009

Lisa Bralts  
400 South Vine Street  
Urbana, IL 61801  
Email: [ljbralts@city.urbana.il.us](mailto:ljbralts@city.urbana.il.us)

Re: **FM-09-28** -- City of Urbana

Dear Lisa Bralts:

Thank you for submitting an application for the 2009 Farmers Market Advertising Grant Program. The Department of Agriculture received 71 grant applications requesting \$459,242.11 for various advertising related projects for farmers markets throughout Illinois. I am pleased to announce you have been selected to receive a grant in the amount of **\$7500**. This information was announced in a press release from the Illinois Department of Agriculture today. A copy of the press release is enclosed for your reference.

Please return the enclosed acceptance form no later than **Wednesday, April 8, 2009 at 4 pm** to confirm your acceptance of this grant for the aforementioned amount. The form can be faxed to 217/524-5960.

In the next week or so you will be receiving two copies of the grant agreement, which will specifically outline what portions/categories of your grant request were funded. Your grant project officially begins once the signed grant agreements are returned to the IDOA offices and executed by our legal staff. The agreement will outline the official project dates which will be March 25, 2009 through December 31, 2009. All grant funds will need to be expended by the end of this period.

Should you have any questions, please contact me at 217-524-9129 or [delayne.reeves@illinois.gov](mailto:delayne.reeves@illinois.gov). Congratulations again.

Sincerely,

A handwritten signature in black ink, appearing to read "Delayne R. Reeves".

Delayne R. Reeves  
Grant Manager

ORDINANCE NO. 2009-04-042

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN  
AGREEMENT WITH THE STATE OF ILLINOIS DEPARTMENT OF AGRICULTURE  
(Illinois Farmers' Market Advertising Grant)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That an Agreement Between the City of Urbana and The State of Illinois Department of Agriculture in substantially the form of the copy of said Agreement attached hereto, be and the same is hereby approved.

Section 2. That the Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2009

AYES:

NAYS:

ABSTAINS:

\_\_\_\_\_  
Phyllis Clark, City Clerk

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Laurel Lunt Prussing, Mayor

**ILLINOIS FARMERS' MARKET ADVERTISING GRANT AGREEMENT BETWEEN  
THE ILLINOIS DEPARTMENT OF AGRICULTURE AND  
City of Urbana**

WHEREAS, this Grant Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the State of Illinois, Department of Agriculture (hereinafter referred to as the "Grantor") and **City of Urbana**. (hereinafter referred to as the "Grantee"). Subject to the terms and conditions of this Agreement, the Grantor agrees to provide a grant in an amount specified below to the Grantee. Subject to the execution of this Agreement by both parties, 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.

1. **Grant Amount and Purpose:** Grantor will award a grant of **\$ 7500** to the Grantee to be used only for the following purposes as indicated below as well as was outlined in the grant proposal submitted and attached and any other duties that may be assigned and to adhere to all work rules and procedures set forth by this Agreement. Grant funds are to be used for:

-- TV

*All work created pursuant to this Agreement must be submitted to the Grantor for approval prior to distribution and use. Documents must use appropriate documentation, logos and language as provided or approved by the Grantor. The failure to submit the documents for review will be cause for immediate termination of this Agreement. Documents shall be E-mailed or faxed to the Illinois Department of Agriculture, Attention: Delayne Reeves, fax: 217-524-5960 or E-mail: [delayne.reeves@illinois.gov](mailto:delayne.reeves@illinois.gov) for approval.*

2. **Term:** This Agreement shall be from date of execution through December 31, 2009.
3. **Grant Funds Recovery.** Pursuant to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 *et. seq.*), any grant funds not expended or legally obligated by the end of this grant agreement term must be returned to the Grantor within 45 days of the end of this grant agreement term. If the Grantee expends grant funds contrary to the provisions of this grant agreement, the Grantee agrees to repay any funds that are determined by the Grantor to have been spent improperly.

4. **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 Grantees nor its personnel shall be considered to be the agents or employees of the Grantor.
5. **State Officials:** The Grantor 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.
6. **Fiscal Funding.** Payments pursuant to this Agreement are subject to the availability of applicable State funding from the Grantor and their appropriation and authorized expenditure under the 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 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 Agreement are contingent upon there existing a valid appropriation therefore and that no officer shall contract any indebtedness on behalf of the State, or assume to bind the State in any 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 Grantor fails to obtain the requisite appropriation to pay the grant in any year in which this Agreement is in effect.

7. **Total Grant Amount.** The Grantee expressly understands and agrees that the total financial obligation of the Grantor under this Agreement shall not exceed the total grant amount set forth in this Agreement, and the Grantee agrees expressly to fully complete the project being funded and all other obligations under this Agreement within the stated total consideration.
8. **Reporting.** Grantee must provide the Grantor with monthly project status reports which will be due the first business day of each month and a final written report, describing the work performed, results obtained, economic impact, copies of all receipts charged against the grant and any additional materials related to the grant within 30 days after the completion of this Agreement. The report should also identify the performance measures used in the evaluation of the success of the project and shall include as an attachment(s) a copy of the work product generated as a result of this Agreement. The Grantor can also request the Grantee make a formal presentation to the Grantor reviewing the results of the grant.
9. **Record Retention.** The Grantee is accountable for all funds received under this Agreement and shall maintain, for a minimum of three 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 Grantor, 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 Grantor. Grantee agrees to provide full access to all relevant materials and to provide copies of it upon request. Failure to maintain books, records and supporting documents required by this Section shall establish a presumption in favor of the Grantor for the recovery of any funds paid by the Grantor under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The State may require an independent audit of the grant at the Grantee's expense. Grantee shall not impose a charge for examination of the Grantee's books and records.

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 Grantor 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 years from the later of the expiration or termination of this Agreement.

**10. Termination.** This Agreement may be terminated as follows:

- a. **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 Grantor suffers such a loss of funding in full or in part, the Grantor 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.
- b. **For Cause.** If the Grantor 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 Grantor may terminate this Agreement in whole or in part at any time before the expiration date of this Agreement. The Grantor shall notify the Grantee in writing of the reasons for the termination and the effective date of the termination. Payments made to the Grantee or recovery by the Grantor 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.

- c. For Convenience. The Grantor or the Grantee may terminate this Agreement in whole or in part when the Grantor and the Grantee agree that continuation of the program objectives would not produce beneficial results commensurate with the further expenditure of funds. The Grantor 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 Grantor shall allow full credit to the Grantee for the Grantor's share of the non-canceled obligations, if properly incurred by the Grantee prior to termination.

**11. Indemnification.** The Grantee agrees to indemnify and hold the Grantor 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, sub recipients, volunteers or other associates. The Grantee shall further indemnify and hold the Grantor 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, sub recipients, volunteers or other associates, arising out of any services performed under this Agreement.

The Grantee further agrees to indemnify, save and hold harmless the Grantor, 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.

**Governmental Entities.** In the event that the Grantee is a Governmental Entity, it will indemnify and hold harmless the Grantor as set out herein to the extent authorized by federal and/or state constitutions and/or laws.

**12. Modifications by Operation of Law.** This Agreement is subject to such modifications as the Grantor determines may be required by changes in 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 Grantor shall timely notify the Grantee of any pending implementation of or proposed amendment to such regulations of which it has notice.



13. **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 Grantor shall not be responsible for monitoring Grantee's compliance.
14. **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 Grantor acting through its Director. Any assignment by the Grantee in violation of this provision renders this Agreement voidable by the Grantor.
15. **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.
16. **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.
17. **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 Grantor with the State Comptroller.
18. **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 Grantor, 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. Before entering into any subcontracts, a contract with the subcontractor must be approved by the Grantor and should include the following language, "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 the Illinois Farmers' Market Advertising Grant Agreement."
19. **Incorporation of Documents.** Grantee shall provide Grantor, before grant funds are disbursed, a copy of all incorporation documents and documentation attesting to its legal status under the Internal Revenue Code.

20. **Certifications.** Grantee certifies that Grantee is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- a) Grantee, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- b) Grantee is not in default on an educational loan (**5 ILCS 385/3**).
- c) Grantee has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16--133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Grantee has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
- d) Grantee has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
- e) If Grantee has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
- f) If Grantee, or any officer, director, partner, or other managerial agent of Grantee, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Grantee further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).
- g) Grantee and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Grantee and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false (30 ILCS

500/50-11) or if Grantee or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

- h) Grantee and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.
- i) Grantee certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Grantee, the Grantee acknowledges that the contracting State Agency/Buyer may declare the contract void. (30 ILCS 500/50-14)
- j) Grantee has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Grantee accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- k) Grantee is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- l) Grantee will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- m) Grantee will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
- n) Neither Grantee nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
- o) Grantee has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).

- p) Grantee complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- q) Grantee does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- r) Grantee complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).
- s) Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (30 ILCS 584).
- t) Grantee certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".
- u) Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this contract for a public works projects shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565).
- v) Grantee warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity (EO No. 1 (2007)).
- w) Conflicts of Interest. Grantee has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Grantee from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in

any manner with the Grantee's obligation under this Contract. Grantee shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 2) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).
- 3) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

**21. TAXPAYER IDENTIFICATION NUMBER**

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
  - *If you are an individual, enter your name and SSN as it appears on your Social Security Card.*
  - *If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.*
  - *If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.*
  - *If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).*
  - *For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.*

**Name:** \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Taxpayer Identification Number:**

Social Security Number \_\_\_\_\_  
or  
Employer Identification Number \_\_\_\_\_

**Legal Status (check one):**

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor  | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation   | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing) medical and/or health care services    | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|   | <input type="checkbox"/> C = corporation  |
|   | <input type="checkbox"/> P = partnership  |

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

22. **Public Relations Activities.** For the duration of the Grant Agreement, the Grantor and the Grantee shall prominently acknowledge the participation of the other party in all press releases, publications and promotional materials presented to the media or otherwise disseminated or published concerning the project. The Grantee shall acknowledge the "Illinois Department of Agriculture" as a participant of the project. Each Party shall use its best efforts to coordinate media coverage and presentations and shall notify the other regarding any proposed press releases, publications and promotional materials. The Parties shall provide adequate notice of, and coordinate in the planning of, promotional events such as open houses, dedications or other events.

23. **Endorsement.** Grantee shall neither represent nor permit to be represented that the award of this grant to Grantee is an endorsement of the program, project or concept covered by this Agreement for any purpose, including but not limited to the solicitation of membership or funds.

24. **Applicable Laws.** 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.

25. **Entire Majeure.** This Agreement, including all Attachments hereto, constitutes the entire agreement between Grantor and Grantee. Any modifications must be in writing signed by both parties. If any provision of the agreement should be found illegal, invalid or void, said provision shall be considered severable. The remaining provisions shall not be impaired and the Agreement shall be interpreted to the extent possible to give effect to the intention of the parties.

WHEREFORE, Grantor and Grantee sign and execute this Agreement on the day and year set forth below. 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**

GRANTEE (Show Company Name and DBA)

\_\_\_\_\_

Signature \_\_\_\_\_

Name (Print) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

**DEPARTMENT OF AGRICULTURE**

Signature \_\_\_\_\_  
Thomas E. Jennings, Acting Director

By \_\_\_\_\_  
Shari L. West, Legal Counsel

Date \_\_\_\_\_