



Memorandum

TO: Mayor Laurel Lunt Prussing and Members of the City Council
FROM: Scott R. Tess, Environmental Sustainability Manager
DATE: July 24, 2014
SUBJECT: Budget Amendment Ordinance for Sponsored Research Grant

Introduction

The City of Urbana's Sustainable Water Management Plan includes a goal to reduce water used for landscape irrigation. Under Aspect 1: Goal 2, Action 1 of the Plan, automated irrigation controls are recommended as a strategy to reduce irrigation use. The Illinois Sustainable Technology Center's (ISTC) Sponsored Research Grant Program has awarded the City \$3,000 to install automated irrigation controls on S. Philo Rd. and Vine St. Viaduct landscape locations and report whether the installations successfully reduce irrigation use.

Staff and ISTC support this sponsored research as it may be the first to determine the effect of automated irrigation controls for landscaping in our region and will likely reduce potable water consumption contributing to ISTC's One Billion Gallon Water Challenge to conserve one billion gallons of water in Illinois.

Fiscal Impact

The City's match for this grant includes:

- \$1,272 of in-kind staff time
- \$442 of in-kind indirect costs determined by formula
- \$150 of expenditures on replacement irrigation system equipment. The \$150 cash expenditure will come from the existing Arbor Division "Irrigation System" budget line.

Recommendation

Staff recommends approval of the attached budget amendment.

ORDINANCE 2014-07-069

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE

FY 2014-15

(Irrigation System Research Grant)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2014, and ending June 30, 2015, (the "Annual Budget Ordinance") has been duly adopted according to Sections 8-2-9.1 et seq. of the Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI, entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code and section 2-133 of the City Code.

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

Section 1. That the Annual Budget be and the same is hereby revised to provide as follows:

FUND: General Fund - Revenues
ADD REVENUE: Public Works Grants - \$3,000
009-0-0233-0000
FUND: Public Works - Arbor
ADD EXPENSE: Irrigation System - \$3,000
060-2-3300-3220

Section 2. This Ordinance shall be effective immediately upon passage and approval and shall not be published.

Section 3. This Ordinance is hereby passed by the affirmative vote of two-thirds of the members of the corporate authorities then holding office, the "ayes" and "nays" being called at a regular meeting of said Council.

PASSED by the City Council this _____ day of _____, _____.

AYES:
NAYS:
ABSTAINED:

Phyllis D. Clark, City Clerk

APPROVED by the Mayor this _____ day of _____, _____.

Laurel Lunt Prussing, Mayor

UNIVERSITY OF ILLINOIS
AT URBANA-CHAMPAIGN

Office of Sponsored Programs
and Research Administration

1901 South First Street, Suite A
South Research Park
Champaign, IL 61820



June 27, 2014

City of Urbana
ATTN: William Gray
706 S. Glover
Urbana, IL 61802

Re: UIeRA 2014-07204-01-00: Urbana Irrigation Controls Study

Dear Mr. William Gray,

Attached please find 1 copy of the fully executed grant agreement with the IL Sustainable Technology Center at the University of Illinois.

If you have any questions or concerns regarding this agreement, please call or email me at your earliest convenience.

Kind regards,

A handwritten signature in black ink that reads "Missy Beck-LeFaivre". The signature is fluid and cursive, with the first name "Missy" being the most prominent.

Missy Beck-LeFaivre
Award Negotiator
P: 217-244-0878
E: mbeckle@illinois.edu

cc: File



Project No. HWR15237

GRANT AGREEMENT

This Grant Agreement ("Agreement") is between The Board of Trustees of the University of Illinois ("Illinois"), acting on behalf of its Illinois Sustainable Technology Center ("ISTC") on the Urbana-Champaign campus, and City of Urbana ("Recipient") with its principal office at Urbana, IL.

1. Purpose of the Grant

- 1.1. Illinois makes this grant award ("grant") pursuant to its authority under the University of Illinois Scientific Surveys Act, 110 ILCS 425, and in accordance with the ISTC Research Grant Program guidelines.
- 1.2. The purpose of the ISTC Research Grant Program is to advance the state of knowledge in areas of sustainability, pollution prevention, energy generation and conservation and environmental issues of importance to the State of Illinois.
- 1.3. This Agreement conveys financial assistance for Recipient's proposal titled "Urbana Irrigation Controls Study" ("Project") described in **Exhibit A**.

2. Payment and Records

- 2.1. Payment. Illinois shall pay Recipient an amount not to exceed \$3,000, allocated by fiscal year as follows: FY15 \$3,000, based on the budget described in **Exhibit A**. Illinois shall make incremental payments in accordance with **Exhibit B**, payment schedule. The payment schedule includes one payment upon execution of the Agreement. The remaining payments shall follow the schedule provided in **Exhibit B** throughout the term of the Agreement. Such payments shall be made upon receipt by ISTC of the Progress and Final Reports required under Section 4.2 and 4.3 and an invoice from Recipient. Within 30 days after the Expiration Date of this Agreement, Recipient shall submit to ISTC a financial accounting of all funds expended from the research grant. Recipient shall itemize current and cumulative costs in accordance with the budget in **Exhibit A**. Except as otherwise expressly provided in this Agreement or approved in writing by the Project Officer, Illinois shall not be obligated to pay Recipient for activities performed prior to the Effective Date, after the Expiration Date, or for activities funded by a third party.
- 2.2. Invoicing. Recipient shall submit invoices promptly in accordance with the payment schedule, **Exhibit B**, and in no event shall invoices be submitted later than July 31 following the end of the State of Illinois fiscal year in which the work of the Project was performed by Recipient.
- 2.3. Non-Appropriation of Funds. Recipient acknowledges that the source of funds for this Agreement is the State of Illinois and that Illinois may terminate this Agreement immediately at any time during the term, without penalty or further payment obligation, if Illinois receives notice or information that the State funding source may fail to appropriate or otherwise make available funds for the Agreement.
- 2.4. Equipment. Recipient shall not use grant funds to purchase Equipment, unless approved in advance by Project Officer. "Equipment" means a standalone, moveable and tangible item with a useful life of more than one year and a purchase price of more than \$500.

2.5. Subrecipient Disclosure. No subcontractors or subrecipients, unless disclosed by Recipient in **Exhibit A** and approved by ISTC, shall perform any part of the Project and be paid with grant funds. If, during the term of this Agreement, Recipient determines that subcontractors or subrecipients are required to perform part of the Project and be paid with grant funds, Recipient shall immediately notify Illinois and cooperate with Illinois to amend this Agreement as necessary. If a subcontractor or subrecipient is approved, Recipient will be liable for the proper flow-down of all relevant provisions of this Agreement in any subcontract or subaward.

2.6. Records Retention. Recipient shall maintain adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of grant funds. Recipient's record retention obligation shall extend for a minimum of three years after the later of (i) completion of all required performances under the Agreement or (ii) expiration or termination of the Agreement.

2.7. Audit. Recipient shall permit Illinois and its representatives, the Auditor General, and the Attorney General to inspect and audit any books, records or papers related to the program, Project or use for which the grant was provided. Recipient shall cooperate fully with any such audit. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of Illinois for recovery of any grant funds paid by Illinois under the Agreement for which such books, records, and supporting documents are not available to support the disbursement.

2.8. Unused Grant Funds. Recipient shall return to Illinois all remaining grant funds within 45 days after the later of either the expiration of this Agreement or the time that grant funds are available for expenditure or obligation.

3. Term and Termination

3.1. Term. The term of this Agreement shall commence on July 1, 2014 ("Effective Date") and shall expire on June 30, 2015 ("Expiration Date"). Recipient shall use due diligence to complete the Project within the term.

3.2. Termination. Illinois may terminate this Agreement prior to the Expiration Date without cause upon 30 days' advance written notice to Recipient. Illinois may terminate this Agreement immediately upon written notice to Recipient for Recipient's failure to comply with any material term of this Agreement or with relevant laws.

3.3. Effect of Termination. In the event of termination in accordance with Section 3.2, the parties will negotiate in good faith an equitable reimbursement for work performed toward accomplishment of Project goals.

4. Reports

4.1 Project Quality Assurance Plan. Recipient shall prepare a Project Quality Assurance Plan as the first report for the Project in accordance with **Exhibit E** and submit it to Illinois as prescribed in **Exhibit G**.

4.2. Progress Reports. Recipient shall prepare reports on the status of the Project and submit them to ISTC as prescribed in **Exhibit G**. In all reports, Recipient shall address the topics outlined in **Exhibit C**. Recipient shall correct reports and prepare additional reports as reasonably requested by ISTC.

4.3. **Final Report.** Recipient shall prepare and submit a final Project report as prescribed in **Exhibits D, E, F and G.**

5. Liability

5.1. **Liability.** Neither party to this Agreement shall be liable for any negligent or wrongful acts either of commission or omission unless such liability is imposed by law.

6. Rights to Project Data

6.1. **Project Data Defined.** "Project Data" means recorded information, regardless of form, that is developed or produced by Recipient in performance of the Project. Project Data may document research, experimental, developmental, demonstration or engineering work. Project Data also may be used to define a design or process, or to procure, produce, support or operate material. Project Data does not include financial reports, cost analyses and other information incident to administration of the Project or Agreement.

6.2. **License to Use Project Data.** Project Data used to produce the reports required by this Agreement shall remain the property of Recipient. Recipient grants to Illinois a license to use all Project Data without restriction and without compensation. If Recipient obtains a patent, copyright, or otherwise restricts access to Project Data, Recipient grants to Illinois a royalty-free license to use all Project Data in furtherance of its mission as an institution of higher education. Records retention provisions of Section 2.6 shall apply to Project Data.

6.2. **Reports.** Title to all reports specified in **Exhibit G** to be produced under this Agreement shall vest in Illinois upon delivery by Recipient.

6.3. **Publications.** Recipient may publish the results of the Project in academic journals and other such publications as determined appropriate by Recipient. Recipient shall provide to ISTC for review and comment a copy of all manuscripts resulting from this Project at the time of submission for publication. Recipient shall acknowledge The Board of Trustees of the University of Illinois, Illinois Sustainable Technology Center, as sponsor in any such publication and shall accede to any request by ISTC that appropriate disclaimer language be incorporated into the publication. The Special Conditions set forth in **Exhibit D** shall apply to the publication of any report, paper or other material resulting from performance of the Project.

6.4. **Patent and Copyright Responsibility.** Recipient shall not knowingly infringe any patent or copyright in performing this Project and shall be solely responsible for securing any necessary licenses required for patented or copyrighted material used in the performance of the Project.

7. Certifications and Assurances Regarding Grant Funds

7.1. **Illinois Grants Certification.** By signing this Agreement, Recipient certifies under oath that: (a) all information in the Grant Application and this Agreement is true and correct to the best of its knowledge, information, and belief; (b) Recipient shall use the grant funds solely for purposes of performing the Project; (c) Recipient shall not use the grant funds to carry on propaganda or otherwise attempt to influence legislation or to influence the outcome of any public election or to carry on, directly or

indirectly, any voter registration drive; and (d) Recipient understands that this Grant is condition upon the continuing veracity of these certifications.

7.2. Compliance Generally. In performance of the Project and its obligations under this Agreement, Recipient shall comply with all applicable provisions of federal, state and local law, including but not limited to those governing human subjects research, animal welfare, biosafety and protected health information. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements and shall not affect the application of more restrictive federal, state or local standards applied to the performance of the Project.

7.3. Anti-Terrorist Financing Compliance. Recipient certifies its compliance with all laws restricting or prohibiting U.S. persons from engaging in transactions and dealings with countries, entities, or individuals subject to economic sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control. Recipient is aware that a list of countries subject to such sanctions, a list of Specially Designated Nationals and Blocked Persons subject to such sanctions, and overviews and guidelines for each such sanctions program can be found at <http://www.treas.gov/ofac>. Should any change in circumstances pertaining to this certification occur at any time, Recipient will immediately notify Illinois.

7.4. Discriminatory Club Dues. Recipient will not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payments of their dues or fees to any discriminatory club.

7.5. Equal Opportunity. At all times during this term of this Agreement, Recipient shall comply with all applicable provisions of the Equal Opportunity Employment Clause at 44 Ill. Adm. Code 750, Appx. A.

7.6. Drug-Free Workplace. Recipient organization certifies that it will provide a drug-free workplace in accordance with the requirements of the Illinois Drug Free Workplace Act, 30 ILCS 580/3. Recipient individual certifies that he/she will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during performance of this Agreement.

7.7. Clinical Research. Recipient agrees to be bound by the Illinois Inclusion of Women and Minorities in Clinical Research Act, if applicable.

7.8. Discrimination/Human Rights. Recipient certifies that it will comply with all applicable provisions of the Illinois Human Rights Act, together with all companion rules and regulations.

7.9. Taxpayer Identification Number. Recipient shall furnish to Illinois with this signed Agreement a completed W-9 or similar form certifying its correct taxpayer identification number and related taxpayer information.

8. General Provisions

8.1. Choice of Law and Venue. This Agreement shall be construed by application of the laws of the State of Illinois. Claims against Illinois must be filed in accordance with the Illinois Court of Claims Act.

8.2. Waivers. No right of either party shall be deemed to have been waived by non-exercise thereof unless the waiver is reduced to writing and executed by the party entitled to exercise the right.

8.3. Recipient Status/Personnel. The relationship between Recipient and Illinois shall be that of independent contractor. Nothing in this Agreement is intended to establish a joint venture, partnership or employer-employee relationship between the parties.

8.4. Assignment. Recipient shall not assign its rights or obligations under this Agreement without prior written consent of Illinois.

8.5. Merger/Amendments. This instrument, including all referenced exhibits, contains the entire agreement of the parties relating to the subject matter. This Agreement may not be changed orally but only by written amendment signed by each party's authorized signatory.

8.6. Project Management. Recipient shall provide prompt notice of any event that may materially affect performance under this Agreement. Recipient shall direct all necessary and ordinary communications, submittals, approvals, requests and notices related to the Project to the Project Officer named below:

Nancy Holm
Sponsored Research Coordinator
Illinois Sustainable Technology Center
One Hazelwood Drive
Champaign, IL 61820
(217) 244-3330
naholm@illinois.edu

8.7. Authorized Signatories. Each party certifies that the individuals signing this Agreement on its behalf are authorized to do so in the capacity indicated and that the party intends to be legally bound by contract.

[The remainder of this page is intentionally blank.]

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

By: Walter K. Knorr
Walter K. Knorr, Comptroller

Signature of Comptroller Delegate

Printed Name of Delegate and Title

Date: 6/30/14

University Approvals:

Gary D. Miller
Name: Gary D. Miller
Title: Associate Executive Director
Prairie Research Institute

Date: 6/10/14

Kevin O'Brien
Name: Kevin O'Brien
Title: Director
Illinois Sustainable Technology Center

Date: 6/10/2014

Nancy L. Holm
Name: Nancy L. Holm
Title: Sponsored Research Coordinator
Illinois Sustainable Technology Center

Date: 6/5/14

For Recipient Department/College/Unit (as required)

William R. Gray
Name: WILLIAM R. GRAY
Title: PUBLIC WORKS DIRECTOR

Date: 6/5/14

?
Name:
Title:

Date: _____

Scott Tess
Scott Tess
Investigator

Date: 6/5/14

Approved for legal form: LMP/2011.06.27