

**AN ORDINANCE
REVISING THE ANNUAL BUDGET ORDINANCE**

(Get the Lead Out Grant)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign County, Illinois, for the fiscal year beginning July 1, 2001, and ending June 30, 2002, (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 Ordinance be and the same is hereby revised to provide as follows:

FUND:	I.D.P.H. Get the Lead Out Grant
AMOUNT:	\$19,430
ADD REVENUE:	I.D.P.H. Grant
ADD EXPENSE:	Contractual Services

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 This Ordinance shall be effective immediately upon passage and approval and shall not be published.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 1st day of October, 2001.

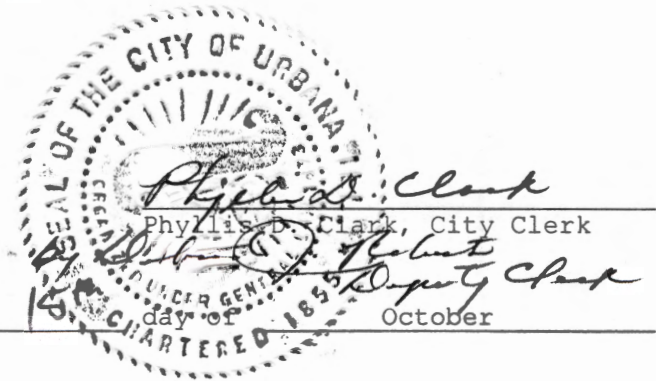
AYES: Chynoweth, Hayes, Huth, Otto, Patt, Whelan, Wyman, and Mayor Satterthwaite

NAYS:

ABSTAINS:

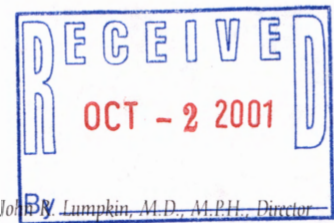
APPROVED by the Mayor this

2001.



Tod Satterthwaite
Tod Satterthwaite, Mayor

Illinois Department of
**Public
Health**



George H. Ryan, Governor • John B. Lumpkin, M.D., M.P.H., Director

525-535 West Jefferson Street • Springfield, Illinois 62761-0001

October 1, 2001

Robert Grewe, Manager
City of Urbana
400 South Vine
Urbana, IL 61801



Dear Mr. Grewe:

Enclosed you will find the executed copy, 25380286, of your grant agreement and the Basic Grant Terms. The grant agreement is for your Department to conduct lead hazard work for the IDPH HUD *Get the Lead Out* Program. Thank you for participating in our program.

If you have any questions, please call me at 217/785-2047, fax at 217/785-0253, or email me at jfee@idph.state.il.us.

Enclosure: 1

Sincerely,

John Fee
GLO Program Manager

cc Mark Vassmer, IDPH
Mark Kuechler, IDPH Regional Office
Edward Haber, DCCA
Jeff Gordon, UIUC, BRC
Mary Ellen Wuellner, City of Champaign
Garry Bird, CUPHD

JF/jf

10/2/01
To: Clerk's Office
From: Bob Grewe
Grants
Management
Division

G:\EHEH-ASBES\HUD\CONTRACT\10-1-01 Urbana Exec Copy of Grnt Ltr.wpd

Contract Form C (5/01)
Fiscal Year 2002

Contract # 25380286
Appropriation # 063-48250-1900-0000
CFDA # 14.900

FILED

PHYLIS D. CLARK
URBANA CITY CLERK

STATE OF ILLINOIS
DEPARTMENT OF PUBLIC HEALTH

Grant Agreement

The Illinois Department of Public Health or its successor, hereinafter referred to as the "Department," and the City of Urbana, 400 South Vine, Urbana, IL 61801 hereinafter referred to as the "Grantee," hereby agree as follows:

1 Services:

- 1.1 The Grantee will provide the following services and agrees to act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant agreement.
 - 1.1.1 The Grantee, in cooperation with the Champaign-Urbana Public Health District, will provide lead-based paint hazard reduction and risk assessment services to eligible clients in a program funded by the U.S. Department of Housing and Urban Development to evaluate and reduce lead-based paint hazards in an estimated **2 housing units**. The Grantee will ensure that it will provide cost-effective services under this agreement by coordinating lead-based paint hazard identification and clearance testing services with the Champaign-Urbana Public Health District.
 - 1.1.2 The Grantee will accept and review applications from clients referred from the Department or its agent, the Champaign-Urbana Public Health District, to determine client eligibility. These referred clients shall have priority over other eligible clients. The property must contain lead-based paint hazards, be constructed before 1978, a 4-unit structure or less, with each unit having at least one bedroom and meet other conditions as specified in the *Get the Lead Out Protocol*.
 - 1.1.3 The Grantee will assure that at least fifty percent of any **rental** units assisted by this program be occupied by, or made available to, families with incomes at or below 50 percent of the area median income level. The remaining rental units shall be occupied or made available to families with incomes up to 80 percent of the area median income level. For rental properties, the Grantee shall assure through lien or written agreement with the landlord that for three years following completion of the work the landlord shall give priority in renting these units to families with a child under the age of six years old or pregnant women.
 - 1.1.4 The Grantee will assure that **owner-occupant** clients have an income at or below 80 percent of the area median income level. All owner-occupied units assisted shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.
 - 1.1.5 The Grantee will complete a detailed lead mitigation plan/work order in cooperation with the Champaign-Urbana Public Health District. This plan will list details of all the required worker and occupant safety measures, occupant relocation requirements, and all lead mitigation/abatement procedures and materials to be used. The Grantee will specify procedures and materials for each project as described in the current *Get the Lead Out Program* protocol using the Department's work order generation software program or equivalent method approved by the Department. The work order must be approved by the Champaign-Urbana Public Health District before work may begin. The Grantee will attempt to combine other housing rehabilitation work with lead hazard reduction work where possible.
 - 1.1.6 The Grantee will comply with the occupant protection provision of 24 CFR 35.1345 which, with certain exceptions, prohibits client occupants from entering the work area until all work is finished and a clearance sample is obtained by the Champaign-Urbana Public Health District and passes the minimum acceptable levels as described in the *Get the Lead Out Program* protocol. Client occupants may only reenter the work

area prior to work completion and final clearance samples if the conditions in 24 CFR 35.1345, which are explained in the *Get the Lead Out Protocol*, are met.

- 1.1.7 The Grantee will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24. The Grantee will provide, or reimburse the clients for, the temporary relocation and moving services or other expenses or services requested by the client and deemed necessary by the Grantee that result from the client not being allowed in their living area during work on the home. The frequency and duration of the client's relocation for each project will be determined and specified by the Champaign-Urbana Public Health District and included in the work/change order developed by the Grantee for its subcontractors.
- 1.1.8 The Grantee is responsible for complying with the *Lead-Based Paint Pre-Renovation Education Rule* (40 CFR Part 745) which requires that each client receive the USEPA pamphlet, *Protect Your Family from Lead in Your Home*, before work starts on the unit.
- 1.1.9 The Grantee will comply with the HUD Procurement Standards (24 CFR 85.36 and 24 CFR 85.37). To the maximum extent practical, the Grantee's procurement transactions shall provide open and free competition between providers, eliminate conflicts of interest, and prevent unfair competition. The Grantee's procurement procedures shall be in writing and available for inspection by the Department.
- 1.1.10 The Grantee will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). To the extent practical, the Grantee's procurement of goods and services shall be directed to benefit low- and very low-income persons.
- 1.1.11 Other than cleaning procedures, lead-based paint hazard reduction work performed under this Grant Agreement must be conducted by a licensed lead abatement contractor and licensed workers.
- 1.1.12 The Grantee will ensure that its employees that oversee and inspect the lead mitigation/abatement services provided have a current lead supervisor license from the Department. If the services of these persons become unavailable during the term of the grant agreement, the Grantee will immediately notify the Department and obtain the services of a licensed person.
- 1.1.13 The Grantee's licensed lead supervisor will go to the work site as necessary to inspect the procedures being used to ensure the following:
 - 1.1.13.1 That work is being done according to the approved work order for that residence as developed by the Grantee and approved by the Champaign-Urbana Public Health District.
 - 1.1.13.2 That all work is completed in a good, workmanship-like manner using proper materials fit for their purpose and not using any banned methods or materials in accordance with the *Get the Lead Out Program* protocol, the Illinois Lead Poisoning Prevention Act (410 ILCS 45) and its implementing regulations at 77 Il. Adm. Code 845.
 - 1.1.13.3 That all applicable worker and resident safety provisions of the *Illinois Lead Poisoning Prevention Act* (410 ILCS 45) and its implementing regulations at 77 Il. Adm. Code 845, the OSHA *Lead Exposure in Construction Interim Final Rule* (29 CFR 1926.62), and the *Get the Lead Out Program* protocol are being followed.
- 1.1.14 The Grantee will notify the Champaign-Urbana Public Health District as soon as work is complete on each unit so that timely clearance samples may be collected and a final construction inspection conducted by the Department of Commerce and Community Affairs. If the clearance samples do not meet the clearance criteria as specified in the *Get the Lead Out Program* protocol, the Grantee must have the unit re-cleaned. The costs for recleaning or additional lead abatement/mitigation, after the initial clearance sample, will not

be reimbursed by the Department as described in Section 3. This does not prohibit the Grantee from passing the cost onto the responsible contractor for additional mitigation or cleaning.

1.1.15 The Grantee will be responsible for complying with the Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420/1 and its implementing regulations, 17 Ill. Adm. Code 4180 and The National Historic Preservation Act of 1966 (16 U.S.C. 470) (NHPA) and the regulations at 36 CFR part 800. This includes the following:

1.1.15.1 Except as noted in Section 1.1.15.2, for any property where work plans include the covering, removal, or replacement of any interior or exterior architectural materials, the Grantee must obtain a photograph of the house from the street and submit it to the Illinois Historic Preservation Agency for review. This type of work may not proceed without the approval of the Illinois Historic Preservation Agency.

1.1.15.2 The photograph and review are not required where the work order calls only for cleaning, repainting, non-abrasive stripping, repairing of wood or plaster, enclosing window troughs with vinyl or aluminum, installing jamb liners or window weather-stripping to the existing window sash, adding storm windows over an existing sash, adding gutter or down spouts, replacing existing asphalt or fiberglass roof shingles, or replacing existing carpeting or vinyl without damaging historic flooring underneath.

1.1.16 The Grantee must comply with the terms of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 - 4128). For homes in Special Flood Hazard Areas as designated under the Act and the National Flood Insurance Program (NFIP), the Grantee may not provide services to units unless they obtain proof of flood insurance. This proof will consist of the policy declaration form issued by NFIP or by any property insurance company offering coverage under NFIP.

1.1.17 **Records and Reports** - The Grantee will submit reports to the Department and keep records as follows:

1.1.17.1 Every month by the 10th, the Grantee will submit or update a summary report of the status of all *Get the Lead Out Program* projects to the Department in a format provided in the *Get the Lead Out Protocol*.

1.1.17.2 The Grantee must assure that its licensed subcontractors comply with 77 Ill. Adm. Code 845.31 (e) and notify the Department at least 10 working days or 14 calendar days prior to beginning any lead abatement or mitigation project. Notification shall be on a form provided by the Department or shall contain the same information required on the Department's form as follows: 1. Contractor's name and license number; 2. Date of project start time and end time; 3. Location of project; and 4. Name, address, and phone number of owner of property being abated or mitigated.

1.1.17.3 In compliance with Section 1.1.10, the Grantee will keep records on the number of low and very low-income persons that receive benefits through its procurement procedures. The Grantee must report these numbers to the Department annually by December 31.

1.1.17.4 The Grantee will keep and maintain all documents related to this program, including copies of the supervisor/contractor and worker lead licenses, lead work orders, lead-based paint hazard mitigation/abatement plans, public and private matching funds receipts, program-related correspondence, invoices, proof of flood insurance, Illinois Historic Preservation Agency project review and approval documents, or other records requested by the Department. The Grantee will keep these records separated and grouped by individual project.

1.1.17.5 The Grantee will make all these records available for inspection and copying upon request by the Department during normal business hours during the grant agreement and for three years beyond the term of the grant agreement.

1.2 In connection with the services described in 1.1, the Department will:

1.2.1 Provide to the Grantee copies of the booklet *Protect Your Family from Lead in Your Home* for distribution as described in Section 1.1.8; write, interpret, and update the *Get the Lead Out Protocol* as necessary; provide technical advice and information to the Grantee concerning lead hazard mitigation/abatement; arrange or contract for lead-based paint risk assessments, environmental sampling, and necessary worker or occupant blood lead sampling and testing; and management and auditing activities necessary to assure the correct operation of the program.

1.2.2 Compensate the Grantee as specified in **Section 3**.

2 **Term:** The period of this grant agreement is September 4, 2001 through January 21, 2002, however, it may be terminated at any time during this period by either party upon giving written notice to the other party thirty (30) calendar days prior to the actual termination date. Upon termination the Grantee shall be paid for work obligated prior to the date of termination.

3 **Compensation:**

3.1 The amount of payment shall not exceed a maximum amount of **\$19,430**.

3.2 Any and all obligations of the Department will cease immediately without a penalty of further payment or any other penalty being required if the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this grant agreement.

3.3 The Department will compensate the Grantee on the following basis:

3.3.1 **Maximum per unit expenses:** **\$10,000** for material and labor, **\$200** for relocating, and **\$1,500** for an administration fee. However, the Grantee must budget costs, including the **Matching Funds** required in Section 3.3.5, so that Department payments for all purposes averages **\$8,715**, or less, per unit in order to complete **2 units** for no more than the maximum amount specified in Section 3.1.

3.3.2 **Contractor Capacity Building:** If there are insufficient number of Illinois-licensed lead abatement contractors available for the grantee to obtain competitive bids for lead-based paint hazard control work, the grantee may request compensation from the Department in order to provide up **\$500** per contractor for up to 4 lead abatement contractors for some of the expenses for obtaining an Illinois lead abatement contractor license or lead paint hazard insurance required for licensing. To obtain this assistance, the lead abatement contractor must request the assistance in writing providing a reason why assistance is needed, guarantee to bid in good faith for work under this agreement, have an employee who has passed an Illinois-approved lead abatement contractor/supervisor course and the Illinois Department of Public Health Third Party Exam, and agree to hire workers who have Illinois lead abatement worker licenses. If the contractor fails to meet these terms, the contractor must reimburse the Grantee these funds which may then be used for other lead abatement contractor capacity building as described here.

3.3.3 **Invoice Form:** The Grantee will bill the Department, using the Department's Reimbursement Certification Form (RCF), certifying that the Grantee has properly completed all the work and meets all program requirements.

3.3.3.1 Along with each invoice, the Grantee will submit to the Department documentation as required by *The Get the Lead Out Protocol*. This will include itemized work order specifications and costs generated by Department-provided or approved software.

3.3.3.2 Each invoice and accompanying backup documentation must be reviewed, approved and signed by the Illinois Department of Commerce and Community Affairs.

3.3.4 **Excess Clearance Charge:** The Grantee's reimbursement will be **reduced** by \$80 for each clearance sample visit after the first one by the Champaign-Urbana Public Health District.

3.3.5 **Matching Funds: Matching Funds:** The Grantee is required to collect matching funds from a landlord whose income exceeds 80% of the area's median as determined by HUD, but whose property can receive assistance because it houses low-income tenants. The Grantee must collect from each such landlord at least \$500 of the project's cost in advance of beginning work on the property. The grantee must deduct this amount from the total amount the Grantee requests for reimbursement on the RCF. In order to make more homes lead-safe than otherwise possible, the Grantee may require additional matching funds or in-kind services from clients or property owners. The Grantee must keep records of all matching funds and services provided and keep them on file for inspection by the Department..

3.3.6 **Advance and Recoupment:** If requested by the Grantee, the Department will provide the Grantee a one-time advance of grant funds of up to 10% of the maximum grant amount shown in Section 3.1 to use for *Get the Lead Out* program operations. The Grantee must pay back the advance to the Department within 30 days of the termination of this Grant. The Grantee must reduce the amount owed on the advance at a constant rate during the project, at an amount set be the Department, that will allow the Department to recoup the entire advance from the Grantee by the termination of the Grant. These payments will be shown as deductions on the RCF the Grantee uses to invoice the Department. Any of the advanced funds not recouped by the Department from the Grantee through RCF deductions by the end of this Grant Agreement will be immediately returned by the Grantee to the Department within 30 days of the termination of the Grant Agreement.

3.3.7 All requests for reimbursement of expenses incurred prior to July 1, 2002 must be received no later than August 3, 2002, to ensure payment can be made before the end of the state fiscal year lapse period. Payment for requests received after this date may have to be pursued through the Illinois Court of Claims..

4 **Notices:** All legal notices required or desired to be made by either party to this grant agreement shall be sent by certified mail return receipt requested to the following respective addresses or to such other address as either party may from time to time designate by notice to the other party.

to the Department: Illinois Department of Public Health
Division of Environmental Health
525 West Jefferson Street
Springfield, Illinois 62761
Attention: Mark C. Vassmer, GLO Director

to the Grantee: City of Urbana
Community Development Services
400 South Vine
Urbana, IL 61801
Attention: Robert Grewe, AICP, Manager, Grants Management Division

5 **Federal Taxpayer Identification Number:** Under penalties of perjury, the Grantee certifies that 37-6000524 is the Grantee's correct Federal Taxpayer Identification Number or Governmental Unit Code. Grantee is doing business as a:

<input type="checkbox"/> Partnership	<input type="checkbox"/> Real Estate Agent
<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Governmental Entity
<input type="checkbox"/> Not-for-Profit Corp	<input type="checkbox"/> Tax Exempt Organization
<input type="checkbox"/> Medical and Health Care	(IRC 501[a] only)
<input type="checkbox"/> Services Provider Corp	<input type="checkbox"/> Trust or Estate

6 **Basic Grant Terms:** The parties understand and agree that the attached Basic Grant Terms are fully incorporated herein by reference and are binding upon both parties hereto.

For the Grantee:

Tal Satterthwaite

Grantee Signature

Tal Satterthwaite

Typed/Printed Name

Mayor

Title

110176-00

IDHR Number (if applicable)

For the Department:

Mark C. Vassar

Recommended by

John R. Lumpkin

John R. Lumpkin, M.D., M.P.H.

Director of Public Health

9/4/01

Execution Date

BASIC GRANT TERMS

1. **Applicable Law:** This grant agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this grant agreement is in conflict with any statute, law, rule or regulation of any governmental entity, then such provision shall be deemed null and void only to the extent of said conflict and without invalidating the remaining provisions hereof.
2. **Subcontractor:** The Grantee will not utilize the services of a subcontractor to fulfill any obligations under this grant agreement without the prior written consent of the Department. The Department reserves the right to review all subcontracts.
3. **Audit Requirements:**
 - 3.1 **Local governments and Non-Profit Organizations:** The Grantee is responsible for meeting the audit requirements of the Fiscal Control and Internal Auditing Act and for compliance with OMB Circular A-133 to contract with an independent accounting firm to perform an organization-wide audit. The Grantee will provide a copy of the audit to the Department. The Grantee will maintain complete records of all services, receipts, and disbursements relative to this grant agreement, insofar as such records support the audit.
 - 3.2 **All Grantees:** In addition to other requirements named herein, each Grantee shall maintain, for a minimum of 3 years after the completion of this grant agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this grant agreement; this grant agreement and all books, records, and supporting documents related to the grant shall be available for review and audit by the Department or the Auditor General; and the Grantee agrees to cooperate fully with any audit conducted by the Department or the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the grant agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.
4. **Conditions:** Conditions of this grant agreement, if any, are attached hereto and incorporated herein as Appendix A. No payment shall be made by the Department to the Grantee until all conditions specified in Appendix A have been satisfied.
5. **Work Product:** All intellectual property and all documents, including reports and all other work products, produced by the Grantee under this grant agreement shall become and remain the exclusive property of the Department, and shall not be copyrighted, patented, or trademark registered by the Grantee except as authorized by the Department in a separate contract.

6. **Release of Information**: The Grantee shall not publish, disseminate, or otherwise release any information acquired or produced pursuant to this grant without prior review and written approval by the Department.

7. **Confidentiality**: The Grantee agrees to protect from any and all disclosure all information which identifies or which could lead to the identity of recipients of services provided pursuant to this grant. If the Grantee receives a request for information which may identify an individual, the Grantee shall notify the Department immediately. A request for information includes a subpoena, court order, Freedom of Information Act request or a request from a researcher. Any issue whether information is or may be identifiable shall be resolved by the Department.

8. **Certifications**:
 - 8.1 The Grantee certifies that the Grantee has not been: (i) convicted of bribery or attempting to bribe an officer or employee of the State of Illinois; (ii) made an admission of guilt of such conduct which is a matter of record; nor (iii) has an official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee. (30 ILCS 500/50-5)

 - 8.2 If the Grantee is a charitable organization subject to the Charitable Trust Act, (760 ILCS 55 *et seq.*), or the Solicitation for Charity Act, (225 ILCS 460 *et seq.*), the Grantee certifies that all information required by the statutes referenced herein has been filed with the Illinois Attorney General.

 - 8.3 The Grantee certifies that the Grantee has not been barred from contracting with a unit of state or local government as a result of violation of bid-rigging or bid-rotating provisions in the Criminal Code of 1961. (720 ILCS 5/33E-3, 5/33E-4, 5/33E-11)

 - 8.4 The Grantee certifies that the Grantee is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates. (775 ILCS 25/1, 25/2)

 - 8.5 The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

 - 8.6 The Grantee certifies that no funds provided pursuant to this grant agreement will be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation

designed to support or defeat legislation pending before Congress or the Illinois General Assembly, and further certifies that no funds provided pursuant to this grant agreement shall be used to pay the salary or expenses of any person which are related to any activity designed to influence legislation or appropriations pending before Congress or the Illinois General Assembly.

- 8.7 The Grantee certifies compliance with all provisions of the Drug Free Workplace Act, (30 ILCS 580 *et seq.*).
- 8.8 The Grantee certifies compliance with the Davis-Bacon Act in construction and modification of buildings. (40 USC 276a)
- 8.9 The Grantee certifies that the Grantee is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this grant agreement by any federal department or agency. (45 CFR 76)
- 8.10 The Grantee certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 8.11 The Grantee certifies that he/she has informed the Department in writing if he/she was formerly employed by that Department and has received an early retirement incentive under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. The Grantee acknowledges and agrees that if such early retirement incentive was received, this grant is not valid unless the official executing the agreement has made the appropriate filing with the Auditor General prior to execution.
- 8.12 The Grantee certifies that he/she meets the requirements of 775 ILCS 5/2-105, and that he/she refrains from unlawful discrimination based on citizenship status in employment and undertakes affirmative action to assure equality of employment opportunity, and has written sexual harassment policies.
- 8.13 The Grantee certifies that he/she is in compliance with 30 ILCS 500/50-10, that no person or business convicted of a felony shall do business with the State from the date of conviction until five (5) years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.
9. **Conflict of Interest:** The Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest. (30 ILCS 500/50-13)
10. **Unlawful Discrimination:**
 - 10.1 The Grantee agrees to act in conformity with Article 2 of the Illinois Human Rights Act (775 ILCS 5/1-101) and with 44 Ill.Admin.Code 750. APP. A.

- 10.2 The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the American with Disabilities Act, 42 U.S.C. 12101 *et seq.* and Rules 28 CFR 35.130 and all other federal and State of Illinois laws, regulations or orders which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee agrees to comply with the Federal Civil Rights Act of 1964, the Federal Rehabilitation Act of 1973, the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.* and Rules 28 CFR 35.130 and all other federal and State of Illinois laws, regulations or orders which prohibit discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, or physical or mental handicap. The Grantee certifies that he/she will provide to the Department prior to executing the grant the most recent Equal Employment Opportunity Policy Statement, Annual Affirmative Action Plan and Workforce Analysis Summary as required to ensure compliance with Federal and State civil rights and the Americans with Disabilities Act of 1990.
11. **Year 2000 Compliance Warranty:** The Grantee makes this "Year 2000" warranty for itself and its authorized agents:
- 11.1 The Grantee represents and warrants that: all products and services, including subcontractors, suppliers and service providers, delivered under this contract are "Year 2000 Compliant," which means that all of the technology forming part of, or utilized in, or associated with, the products (including, but not limited to, information technology, embedded systems, or any other electro-mechanical or processor-based system) will accurately receive, retrieve, process, provide and output date/time data from, in and between the twentieth and twenty-first centuries.
- 11.2 The Department may require Grantee to demonstrate and give assurance that it has adopted and implemented procedures necessary to ensure that the Products and Services comply with this Year 2000 Warranty.
- 11.3 The Grantee's warranty is separate and distinct from any other warranty specified in this contract, and is not subject to any disclaimer of warranty or limitation of Grantee's liability which is specified in this contract, its exhibits, attachments, schedules, or any document incorporated in this contract by reference. Nothing in this warranty shall be construed to limit the Department's remedies under this contract.
12. **Indemnification:** Grantee agrees to indemnify, defend and hold harmless the Department, its employees, agents and representatives from and against all claims, liabilities, losses, expenses and damages by whomever sustained arising or which may arise out of Grantee's breach of any term, condition or provision of this contract or any representation or warranty contained herein or Grantee's failure to provide services hereunder or errors, omissions, or defects in such services. These indemnities shall continue in full force and effect subsequent to and notwithstanding the termination of this contract. Grantee shall not prejudice the

Department's right to recover against third parties for any loss, or damage to Department property, and shall at the Department's request and expense furnish reasonable assistance, including assistance in the prosecution of suit to obtain recovery. The Grantee shall, at its expense, pay the costs of defense of the Department against all claims asserted by any person that anything provided by Grantee infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation pay the costs, damages and attorney's fees awarded against the Department in any such action, or pay any settlement of such action or claim. The Department assumes no liability for actions of Grantee and is unable to indemnify Grantee for claims based on this grant. Any liability for damages that the Department might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and the availability of suitable appropriations.

13. **Insurance**: If the Grantee's cost of property and casualty insurance increases by 25% or more or if new state regulations impose additional costs to the Grantee during the term of this grant agreement, then the Grantee may request the Department to review this grant agreement and adjust the compensation or reimbursement provisions thereof in accordance with any agreement reached, all of which shall be subject to the limitations of the Department's appropriated funds. The Grantee agrees to comply with the requirements of the Department of Central Management Services promulgated in Government Contracts, Procurement, and Property management, 44 Ill. Admin. Code Part 1.
14. **Waiver**: No delay or omission by any party in exercising any right, power, or privilege hereunder shall impair such right, power or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.
15. **Amendments**: This grant agreement may not be amended without prior written approval of both the Grantee and the Department.
16. **Assignment**: The Grantee understands and agrees that this grant agreement may not be sold, assigned, or transferred in any manner and that any actual or attempted sale, assignment, or transfer without the prior written approval of the Department shall render this grant agreement null, void, and of no further effect.
17. **Civil Law Suits**: This grant agreement is not subject to the State Employees Indemnification Act. (5 ILCS 350/1)
18. **Solicitation and Employment**: The Grantee shall not employ any person employed by the Department at any time during the term of this contract to perform work required by the terms of this contract. As a condition of this contract, the Grantee shall give written notice immediately to the Department's Director if Grantee solicits or intends to solicit for employment any of the Department's employees during the term of this contract.
19. **Default**: If the Grantee breaches any material term, condition, or provision of this grant agreement, the Department may, terminate the grant agreement upon 15 days prior written

notice to the Grantee. In the event of any wrongdoing or illegal act by the Grantee, the grant agreement is immediately terminable by the Department. This remedy shall be in addition to any other remedies available to the Department in law or in equity. Grantee agrees to pay all reasonable expenses incurred by the Department, including attorney fees if the Department prevails in an action to enforce or defend this grant agreement.

20. **Further Assurances**: Each party hereto agrees to do such further acts and things, and to execute and deliver such additional agreements and instruments, as any party may reasonably request of the other in order to carry out the provisions and purposes of this grant agreement or any agreements related hereto.
21. **Funds Remaining**: All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the Grantee shall be returned to the Department within 45 days. (30 ILCS 705/5)
22. **Controlling Terms**: In the event of any conflict between the Basic Grant Terms and terms of any appendix, exhibit and or other attachment or matter incorporated herein or referenced herein, the Basic Grant Terms shall be controlling.
23. **Headings**: The headings of the sections and paragraphs are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this grant agreement.
24. **Entire Agreement**: The Grantee and the Department understand and agree that this grant agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited herein or incorporated herein including prior agreement or oral discussions or referenced herein shall be binding upon either the Grantee or the Department.

. End .