

**RESOLUTION NO. 2017-08-057R**

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF URBANA AND ILLINOIS DEPARTMENT OF REVENUE**

**(Inspections of Liquor License Holders' Premises)**

**WHEREAS**, the City of Urbana, Illinois ("City") is a home rule unit of local government pursuant to the Illinois Constitution of 1970 and the Illinois Municipal Code. ILCS Const. Art. 7, § 6; 65 ILCS 5/1-1-9; and

**WHEREAS**, the Illinois Department of Revenue ("IDR") is a unit of state government for the State of Illinois; and

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* enables the parties hereto to enter into agreements among themselves and provide authority for intergovernmental cooperation; and

**WHEREAS**, the City and IDR, in the past, entered into an intergovernmental agreement whereby the City agreed to undertake and conduct inspections of those establishments which operated within the boundaries of the City and which then held valid and in force liquor licenses; and

**WHEREAS**, the IDR has again requested the City to undertake and conduct, on IDR's behalf, annual inspections of those establishments which operate within the boundaries of the City and which hold valid and in force liquor licenses; and

**WHEREAS**, the City is again willing to undertake and conduct inspections of establishments which have valid and in force liquor licenses and which operate within the boundaries of the City in consideration for IDR paying the City for undertaking and conducting such inspections; and

**WHEREAS**, the City and IDR seek to enter into an Intergovernmental Agreement entitled

Illinois Department of Revenue Contractual Agreement – Alcoholic Liquor Enforcement Pilot Program (hereinafter, “IGA”).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

**Section 1.**

The aforesaid IGA shall be and hereby is authorized and approved in substantially the form and substance as the exhibit appended hereto and made a part hereof.

**Section 2.**

The Mayor of the City of Urbana, Illinois, shall be and hereby is authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said IGA in substantially the form and substance as the exhibit appended hereto and made a part hereof.

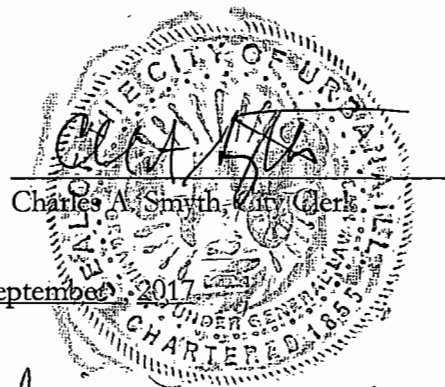
**PASSED BY THE CITY COUNCIL** this 5<sup>th</sup> day of September, 2017.

AYES: Ammons, Brown, Hazen, Jakobsson, Roberts, Wu

NAYS:

ABSTENTIONS:

RECUSALS: Miller



Charles A. Smyth, City Clerk

**APPROVED BY THE MAYOR** this 6<sup>th</sup> day of September, 2017

*Diane Wolfe Marlin*  
Diane Wolfe Marlin, Mayor

9000544999



# Illinois Department of Revenue

Route Slip for Proposed Contract/Procurements  
(To be used for cost and no-cost)

**RECEIVED**

DEC 27 2017

IL DEPT. OF REVENUE  
BUDGET OFFICE

CC \_\_\_\_\_ Date \_\_\_\_\_  
 PUR \_\_\_\_\_ Date \_\_\_\_\_  
 IS \_\_\_\_\_ Date \_\_\_\_\_  
 RCM \_\_\_\_\_  
 BBE# SC # 12813  
 Request # PO # 7700010021  
 Req LCCL2018 66 Sub Acct. \_\_\_\_\_

Name of contractor: City of Urbana

CEC 12/28/17

Appropriation: 18-821-49235-1910-0600-19011200 Amount: \$ 5,775.00 FY 2018  
 Appropriation: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ FY \_\_\_\_\_  
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 Appropriation: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ FY \_\_\_\_\_  
 Appropriation: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ FY \_\_\_\_\_

Purpose of contract: Provide funding to conduct alcoholic retail inspections and enforcement in accordance with the Liquor Control Act.

Award Code: \_\_\_\_\_ IPB Publication Date: \_\_\_\_\_ CMS Release Order: Yes \_\_\_\_\_ No \_\_\_\_\_

Procurement Method IGA BEP Vendor: Yes \_\_\_\_\_ No \_\_\_\_\_ Term of Contract: Ending June 30, 2018

IPB Reference # \_\_\_\_\_ Unit of measurement: \_\_\_\_\_ Small Business Vendor: Yes \_\_\_\_\_ No \_\_\_\_\_

Each individual signing below certifies that they have reviewed and approved the attached contract for their specific area of responsibility, compliance with IDOR policies, adherence to the Illinois Procurement Code, and other relevant statutory provisions.

**Note:** Please return the proposed contract and route slip to the Contract Coordinator after each review or signature.

A	<u>Dana Smith</u> Originator's printed name	<u>Dana Smith</u> Originator's signature	Date: <u>11, 27, 2017</u>
B	<u>Donovan Borvan</u> Program Administrator's/Executive Staff's printed name	<u>[Signature]</u> Program Administrator's/Executive Staff's signature	Date: <u>12, 7, 2017</u>
C	<u>Susie Pennell</u> Agency Procurement Officer printed name	<u>Susie Pennell</u> Agency Procurement Officer signature	Date: <u>12, 15, 2017</u>
D	<u>Angela Eaton Hamilton</u> Attorney's printed name	<u>Angela Eaton Hamilton</u> Attorney's signature	Date: <u>12, 31, 2017</u>
E	_____ State Purchasing Officer's printed name	<u>N/A</u> State Purchasing Officer's signature	Date: <u>1 / 12</u>
F	<u>Corey Stalen</u> Budget Officer's printed name	<u>[Signature]</u> Budget Officer's signature	Date: <u>11, 21, 2018</u>
G	Director - Upon approval, please sign contract and return to the Budget Office. The Budget Office will return the contract to the Contract Coordinator for further processing.		



## ILCC

**To:** Connie Beard, Director- IDOR

**From:** Donovan Borvan, ILCC Enforcement Unit

**Date:** November 27, 2017

**Re:** Local Inspection Program (LC-13 Project)

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Attached please find an Inter-governmental Agreement (“IGA”) for the ILCC Local Inspection Pilot Program. The IGA provides local staff training and support by the ILCC for the routine inspection of all retail licensed locations specified in said agreement. A \$75 per retail location subsidy is provided to help cover the administrative costs incurred for program participation. The program enable the ILCC to obtain greater inspection coverage than is otherwise possible without the cooperation from the partnering local governmental agency.

ILLINOIS DEPARTMENT OF REVENUE  
CONTRACTUAL AGREEMENT  
Alcoholic Liquor Enforcement Pilot Program

[City of Urbana]  
400 S. Vine St.  
Urbana, IL 61801

Federal Employers Identification No: 37-6000524 hereinafter referred to as Contractor or Vendor, and the State of Illinois, Illinois Department of Revenue, hereinafter referred to as the Department, in consideration of the mutual covenant herein contained, agree as follows:

1. NATURE AND CONDITIONS OF ASSIGNMENT

The Contractor agrees to provide the following goods and/or services to the Department; which goods and/or services shall be expected to meet acceptable levels of performance:

In the event of a conflict between the Department's and the Contractor's terms, conditions and attachments, the Department's terms, conditions and attachments shall prevail.

- A. The Contractor agrees to conduct one Standard Compliance Inspection for each license holder listed in this Agreement. A Standard Compliance Inspection is an investigation to determine whether or not a license holder has complied with the statutes and rules as represented in the LC-13 Inspection Report copied in Addendum 2 to this Agreement. The number of alcoholic liquor license holders affected by this Agreement is determined to be 77 as listed in Addendum 1 to this Agreement.
- B. No local enforcement agent shall conduct a Standard Compliance Inspection unless the enforcement agent has attended a minimum of one training session conducted by an agent of the Department. Prior to conducting a Standard Compliance Inspection, the Department will notify the Contractor of all Contractor agents authorized to conduct Standard Compliance Inspections. Upon execution of this Agreement, the Department and Contractor will schedule training at a reasonable time to enable the performance of this Agreement.
- C. Inspections: The Contractor shall conduct one Standard Compliance Inspection annually for each alcoholic liquor license in Addendum 1.
- D. Contractor shall conduct Standard Compliance Inspections to monitor violations listed in Addendum 2. Agent of the Contractor shall sign Part 11 of Addendum 2 as "Local liquor control agent".
- E. Upon completion of the Standard Compliance Inspection, the Contractor shall enter the inspection results into the Department internet based reporting portal and/or submit to Department in writing a completed LC-13 liquor inspection report (Addendum 2) within ten (10) business days of completing the Standard Compliance Inspection. Contractor is required to enter/submit one inspection report annually for each license holder listed in Addendum 1. Inspection reports shall be electronically mailed to an address to be determined by the Department. Contractor shall return the full subsidy per license holder (\$75) for each report not submitted or entered or Department will debit the amount from next fiscal year's payment.

Contractor may conduct additional inspections of license holders as it deems appropriate to ensure the license holder is in compliance with Department rules and not in violation of Illinois statutes. Any additional inspections will be at no cost to the Department.

- F. Contractor shall make the inspecting agent available for Department questioning and testimony at an evidentiary hearing before the Illinois Liquor Control Commission if such a hearing becomes necessary as a result of the Standard Compliance Inspection.
- G. The Contractor is required to show proof of insurance meeting the requirements in section "12. Liability and Insurance" of this contract. If during the contract time period the proof of insurance document provided expires, the Contractor will provide updated proof of insurance.
- H. Request for payment for services will be made by the Department immediately after the Contractor's scheduled training has been completed or upon contract execution if the Contractor has been previously trained.
  - i) Permissible expenditures of the payment include but are not limited to: payroll and payroll related expenses incurred by individuals conducting work related to the requirements with the individuals including Administrative staff, enforcement officers; travel related expenses including vehicle costs/maintenance; training costs for officers; purchase of meal allowances; software and/or equipment purchase for training; equipment purchases for inspections; and educational and/or training materials to supplement Inspection Training Guidance Manual. Questions regarding acceptable expenditures should be directed to Sean O'Leary, Department of Revenue.
  - ii) Funds must be expended by June 30, 2018.
  - iii) Any funds not expended by June 30, 2018 shall be returned to the Department within 45 days.

**2. PAYMENT FOR SERVICES**

The amount payable for the services rendered shall be \$75 per each retail alcoholic liquor license (See Addendum 1). This total remuneration will be paid in two equal installments. The first installment shall be payable upon the execution of this contract. The final installment shall be payable upon completion of all required inspections agreed upon in this contract (See Addendum 1). Notwithstanding the list of retailers contained within Addendum 1, the final payment made to Contractor will be limited to the number of actual inspections conducted by Contractor. No other charge by the Contractor may be paid for services rendered under this agreement without the written approval of the Department.

**3. REIMBURSEMENT FOR EXPENSES**

The Contractor will not be eligible for reimbursement by the Department of any additional expenses that the Contractor accrues in performance of this Agreement.

**4. GEOGRAPHIC AREA SERVED**

The Contractor shall accept assignments within the following geographic area:  
State of Illinois: City limits of Urbana, Illinois.

**5. DURATION OF AGREEMENT**

This agreement shall begin on July 1, 2017, or the date of execution, whichever is later, and remain in effect until June 30, 2018. No payment shall be made for services rendered prior to the effective date of this agreement.

**6. TERMINATION**

Each party reserves the right to terminate this contract at any time on 30 days written notice to the other party. In the event of default or non-compliance with the terms of this contract, it may be terminated immediately. In the event of termination, the Department shall not be liable for amounts other than payments for services hereunder which have accrued up to the date of termination.

**7. TAX LAW COMPLIANCE**

This contract is expressly conditioned upon the Contractor being and at all time remaining in compliance with all Illinois tax laws. The Department reserves the right to conduct tax law compliance checks to determine that the Contractor is in compliance with all Illinois tax laws. In the event the Department determines that the Contractor is not in compliance with all Illinois tax laws, this contract may be terminated immediately at the Department's option.

**8. VOUCHERS**

The Department shall submit, on behalf of the Contractor, vouchers for payments under this agreement monthly, semi-annually, or annually; the Contractor shall account for the completion of work on such forms and under such procedures as are required by the Department. Vouchers submitted more than thirty (30) days following termination of this agreement or later than thirty (30) days following the end of the fiscal year (June 30, 2018), will not be honored by the Department.

**9. EMPLOYMENT STATUS**

Contractor acknowledges that for purposes of the Illinois Pension Code, the State Employees' Group Insurance Program and other benefits provided to persons who are on the regular payroll of the State, the services rendered pursuant to this agreement are not rendered as an employee of the State and amounts paid pursuant to this agreement do not constitute compensation paid to an employee for such purposes.

**10. LAWS OF ILLINOIS**

This contract shall be governed by Illinois law and administrative rule including the Standard Procurement Rules. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims, or if jurisdiction is not accepted, then with the appropriate state or federal court located in Sangamon County, Illinois (705 ILCS 505/1).

11. CONFIDENTIALITY

A. CONFIDENTIALITY OF TAX RETURN INFORMATION. Services provided to the Department by Vendor may require Vendor to have access to and use of documents and data which may contain tax return information. Tax returns and tax return information are confidential and may not be disclosed under Illinois or federal law, including, but not limited to, 35 ILCS 5/917, 35 ILCS 120/11, 26 U.S.C. 7213, and 26 U.S.C. 7431. These statutes provide for the imposition of criminal penalties for improper disclosure of confidential tax return information. Vendor agrees that it shall keep confidential all tax returns and tax return information that it accesses and uses in performance of its services to the Department and will not provide it to any third party unless approved in writing by the Department. Vendor agrees to protect such information from unauthorized disclosure by it and its employees and by its corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. Vendor further agrees to inform its personnel having access to such information of the confidential and statutorily protected nature of tax information and of the penalties associated with improper use or disclosure of such information.

B. CONFIDENTIALITY OF PROCESSES AND PROCEDURES. Services provided to the Department by Vendor may require Vendor to have access to and use of processes and procedures employed by the Department in its administration of the Illinois tax acts. These processes and procedures are the property of the Department and are highly confidential. To the extent permitted by law, vendor agrees that it shall keep confidential any and all information concerning such systems, processes, and procedures and will not provide it to any third party. Vendor further agrees to protect such information from unauthorized disclosure by Vendor and its employees and by Vendor's corporate affiliates and their employees and to strictly limit access to such information to its personnel who require said information to perform their duties. In the event Vendor receives a FOIA request for any of this information that the Department deems confidential, Vendor agrees to consult the Department prior to producing the information requested, and Vendor agrees to exert applicable exemptions.

12. LIABILITY AND INSURANCE

The State does not assume any liability for acts or omissions of Contractor and such liability rests solely with Contractor. The State is unable to indemnify or hold harmless any contractor for claims based on the State's use of the contractor provided goods and services including software. Any liability for damages that the State might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. Contractor shall carry public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Contractor. Minimum acceptable coverage for bodily injury shall be \$250,000 per person and \$500,000 per occurrence and for property damage, \$100,000 per occurrence. Contractor shall carry Worker's Compensation Insurance in amount required by law.



If risk of loss transfers before delivery and installation at State's site, Contractor shall procure insurance chargeable to the State to cover all reasonable risks.

The State may self-insure against any and all risks.

13. **APPLICABLE LAW**

This agreement and contractor's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and state laws. This agreement shall be construed in accordance with the laws of the State of Illinois.

14. **LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

- A. Vendor, 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. Vendor is not in default on an educational loan (5 ILCS 385/3).
- C. Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency 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. Vendor has not received an early retirement incentive on 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. Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer, and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80).
- E. Vendor 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 Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).
- F. If Vendor 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).

- G. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, 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 five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the Contract void if this certification is false (30 ILCS 500/50-10.5).
- H. Vendor 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 Vendor and its affiliates acknowledge the State may declare the Contract void if this certification is false (30 ILCS 500/50-11) or if Vendor 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).
- I. Vendor 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 acknowledges that failure to comply can result in the Contract being declared void.
- J. Vendor 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 years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).
- K. Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor 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).
- L. Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- M. Vendor 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).
- N. In accordance with the Steel Products Procurement Act, steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- O. Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

- P. Neither Vendor 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).
- Q. Vendor 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 5/33 E-3, E-4).
- R. Vendor 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).
- S. Vendor 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).
- T. Vendor 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, or indentured labor under penal sanction (30 ILCS 583).
- U. Vendor 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 or any child under the age of 12 (30 ILCS 584).
- V. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) 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 until the violation is mitigated".
- W. Vendor 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.
- X. In accordance with Public Act 095-0307, all information technology, including electronic information, software, systems and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at [www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa).
- Y. Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor 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 Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) 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.);

b) 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).

c) 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.

- Z. Vendor, as defined in Public Act 95-971, certifies that it has read, understands, and is in compliance with the Act and will not make a contribution that will violate the Act. In general, Public Act 95-0971 contains new registration and reporting requirements for certain Vendors, as well as limitations on political contributions by certain Vendors and their affiliates. These requirements shall be effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

Vendor certifies, in accordance with Public Act 95-971, as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered as a business entity with the State Board of Elections and acknowledges a continuing duty to update the registration

as required by the Act. A copy of the certificate of registration is attached.

Vendor acknowledges that the State may declare this Contract void without any additional compensation due to the Vendor if this foregoing certification is false or if the Vendor (or any of its Affiliated Persons or Entities) engages in conduct that violates Public Act 95-0971.

**15. BACKGROUND CHECK**

The State may conduct criminal and driver history background checks of VENDOR'S officers, employees or agents who would directly supervise or physically perform the CONTRACT requirements at State facilities. Any such officer, employee or agent deemed unsuitable by the State must be replaced immediately.

**16. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)**

The DEPARTMENT shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the DEPARTMENT'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the Illinois General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The DEPARTMENT shall determine whether amounts appropriated are sufficient. DEPARTMENT shall give CONTRACTOR notice of insufficient funding as soon as practicable. DEPARTMENT'S obligation to perform shall cease upon receipt of the notice.

**17. SOLICITATION AND EMPLOYMENT**

VENDOR shall not employ any person employed by the DEPARTMRNT at any time during the term of this CONTRACT to perform any work required by the terms of this CONTRACT. As a condition of this CONTRACT, the VENDOR shall give notice immediately to the DEPARTMENT'S director if VENDOR solicits or intends to solicit for employment any of the DEPARTMENT'S employees during the term of this CONTRACT. DEPARTMENT has no authority to contractually refuse to hire VENDOR'S employees who apply to the State for employment.

**18. FISCAL FUNDING**

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly funding source fails to appropriate or otherwise make available sufficient funds for this agreement.

**19. SUBCONTRACTING AND ASSIGNMENTS**

Subcontracting, assignment or transfer of all or part of the interests of contractor in the work covered by this agreement shall be prohibited without prior written consent of the Department. In the event the Department gives such consent, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Contractor is hereby bound and obligated. Any contract with a subcontractor shall provide that the subcontractor shall maintain, for a minimum of five (5) years after the completion of the subcontract, adequate books, records and supporting documents

to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract and that the Department of Revenue and Auditor General shall have the right to audit the books, records and supporting documents of any subcontractor within said five (5) year period. The contract shall also provide, that the subcontractor will fully cooperate with the Department or Auditor General during the course of any audit.

20. **BREACH**

Failure of Contractor to perform as specified is cause for immediate termination of the contract at the option of the department, without limitation upon any other relief available to the department.

21. **RIGHT TO AUDIT**

The Contractor is required to permit the Department, the Auditor General, or the Attorney General to inspect and audit any books, records, or papers related to the program, project, or use of which grant funds were provided.

**AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Contractor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records.

"The Contractor certifies under oath that all information in the grant agreement is true and correct to the best of the Contractor's knowledge, information, and belief; that the funds shall be used only for the purposes described in the grant agreement; and that the award of the grant funds is conditioned upon such certification."

Executed this 3<sup>rd</sup> day of January 20 18

Diane Wolfe Marlin  
Contractor

[Signature]  
Manager, Department of Revenue

Diane Wolfe Marlin  
Contractor, (printed name)

Donovan Borvan  
Manager, Department of Revenue  
(printed name)

Mayor  
Title

12/7/17  
Date

11.6.17  
Date

Constance Beard  
Director, Department of Revenue

Constance Beard  
Printed Name  
1/3/18  
Date

LEFT BLANK INTENTIONALLY





Urbana	1A-0070380	WAL-MART STORES INC	WAL-MART SUPERCENTER #5403	100 S HIGH CROSS RD	Champaign	URBANA IL 61802	1 - RETAILER	OFF-PREMISES CONSUMPTION
Urbana	1A-1123408	RAKA HOSPITALITY LLC	WINDHAM GARDEN URBANA	1001 W KILLARNEY ST	Champaign	URBANA IL 61801-1036	1 - RETAILER	CONSUMPTION COMBINATION