



March 19, 2015

Patrick Urich, City Manager
City of Peoria
419 Fulton St.

Peoria, IL 61602 - 1282

purich@peoriagov.org

cc: Ross Black, Community Development Director rblack@peoriagov.org

Re: LISC's Grant; Program Action No.: 46461-0001

Dear Mr. Urich:

I am pleased to inform you that Local Initiatives Support Corporation ("LISC") has approved a grant in the amount of \$170,000 (the "Grant") to the City of Peoria (the "City of Peoria" or the "Grantee"), the proceeds of which shall be used for the purposes set forth in Section 1, below. **Note that an original of this letter agreement (the "Grant Agreement") must be signed by the Grantee and returned to LISC within one month, in accordance with Section 31, below.**

The LISC Grant is being funded from monies that LISC will receive from the State of Illinois (the "State of Illinois"), represented by the Attorney General of the State of Illinois (the "Attorney General" or "AG"), pursuant to the distribution agreement by and between LISC and the State of Illinois attached hereto, and made a part of this Agreement as **Exhibit B** (the "State of Illinois Contract"). The State of Illinois Contract is being funded out of a national foreclosure settlement ("NFS") entered into with the nation's five (5) largest bank servicers regarding allegations of widespread robo-signing of foreclosure documents and other fraudulent practices while servicing loans of struggling homeowners. Under the State of Illinois Contract, LISC will receive funding to support efforts to mitigate the effects of Illinois' foreclosure crisis by (i) providing housing counseling services to renters and current and future homeowners; (ii) providing mortgage acquisition or restructuring support to families affected by foreclosure; (iii) investing in neighborhoods that have been destabilized by vacant and abandoned properties through collaborative partnerships; and (iv) providing expertise to groups working to provide housing counseling services or to revitalize neighborhoods. The State of Illinois Contract, and applicable regulations pertaining to the use of such funds provided to LISC thereunder, impose certain requirements on LISC and all recipients of State of Illinois Attorney General funds from LISC.

State of Illinois Attorney General (2014)

LOCAL INITIATIVES SUPPORT CORPORATION

501 Seventh Avenue, 7th Floor ■ New York, NY 10018 ■ Phone 212-455-9800 ■ Fax 212-557-1634

WWW.LISC.ORG

This Grant Agreement, **Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Attachment 1** (“Certification Regarding Debarment, Suspension And Other Responsibility Matters Primarily Covered Transactions”), **Attachment 2** (“Certification Regarding Lobbying”), **Attachment 3** (“Certification Regarding Drug-Free Workplace Requirements”), and **Attachment 4** (“Certification Regarding the United States Patriot Act”) to this LISC Grant Agreement, specifically attached hereto and made a part hereof, contain certain of those requirements and refer to other applicable provisions.

In order to receive the funding allocated in this LISC Grant Agreement, each recipient of State of Illinois Attorney General funds must submit completed certification forms regarding debarment and suspension, lobbying, drug-free work place, and the U.S. Patriot Act. The completed certifications (**Attachments 1 through 4**) must be returned along with the one original of this LISC Grant Agreement, as indicated in Section 31, below.

The Grant is made available to the Grantee in accordance with the following terms and conditions:

- (1) **Purpose of the Grant.** The Grantee will use this Grant to stabilize property values and reduce blight in , the East Bluff neighborhood of Peoria, Illinois (the “Area”). The Grantee will demolish no less than (20) properties in the Target Area (as that term is defined in Section 4 of the State of Illinois Contract). The Grantee may demolish properties either owned by the City of Peoria, real property for which the City of Peoria has an agreement with the owner for demolition and/or for properties for which the City of Peoria has received a demolition court order (the “Project”). The Grant proceeds, in conjunction with other City of Peoria funding sources, may be used for the demolition activities The Grantee may secure the demolition contractor for the Project following its procurement standards. The Grantee will be required to receive Section 106 clearance from the Illinois Historic Preservation Agency (“IHPA”) prior to any demolition and must follow all applicable local, state and federal laws and regulations as it pertains to clearance and remediation. All costs associated with demolition will be eligible, such costs may include, demolition, asbestos removal, dumping fees, fill, grading/seeding, City legal expenses (title search, recording fee, publication notices, servicing fees, etc.). The Grantee will not be required to record a lien against the property for the demolition costs.
- (2) **The Grantee’s Principal Contact at LISC.** The Grantee’s principal contact person at LISC with respect to the Grant shall be Erik Reader, Assistant Program Officer for Peoria LISC. Unless otherwise indicated in this LISC Grant Agreement, all correspondence concerning said Grant should be addressed to him and include the Program Action Number stated above.
- (3) **Costs to be Paid with Grant Proceeds.** The Grantee hereby agrees to use the Grant proceeds only to pay the costs described in the budget attached hereto as **Exhibit A**, which have been or shall be incurred in support of the purpose of this Grant. LISC shall disburse proceeds of the Grant from time to time to the Grantee in the form of separate

disbursements (each a “Disbursement” or collectively, the “Disbursements”), in accordance with the procedures and subject to the conditions set forth in **Sections 5, 6 and 7**, below.

(4) Term of the Grant. The Grant shall be available for a three-year period beginning on September 1, 2014, and ending on September 30, 2017 (the “Expiration Date”). NOTE: Only expenses incurred within September 15, 2014 and September 14, 2017 will be reimbursed.

(5) Delivery of Documents and Conditions to Initial Disbursement of the Grant. As conditions precedent to the obligation of LISC to fund the Grant, Grantee shall deliver or cause to be delivered to LISC, prior to the initial Disbursement of any Grant funds, the following documents, all of which shall be in form and substance acceptable to LISC:

(a) Receipt by LISC in New York City of one of the enclosed originals of this LISC Grant Agreement, signed in accordance with **Section 31**, below.

(b) A Disbursement Request Form from Grantee, substantially in the form provided by LISC, properly completed and duly executed by Grantee.

(c) An ACH direct transfer from Grantee, substantially in the form provided by LISC, properly completed and duly executed by Grantee.

(d) A line-item breakdown of the use of the Disbursement proceeds.

(e) Such other additional documents and information and such other additional certificates and assurances as reasonably requested by LISC under the terms of this Grant Agreement, or otherwise.

(6) Specific Conditions and Procedures for Subsequent Disbursements:

(a) For each subsequent Disbursement, LISC’s Program Officer shall have received from Grantee at least three (3) business days before the requested date of disbursement, a Disbursement Request Form, substantially in the form provided by LISC, properly completed and duly executed by Grantee.

(b) Each Disbursement shall be subject to any other conditions reasonably required by LISC. After approval by LISC’s Program Officer of the Disbursement Request Form and approval by LISC’s Legal Department of all documents and items previously forwarded by LISC’s Program Officer, and subject to all other conditions in this section, and in the section below, the Disbursement shall be made to Grantee.

(c) Each Disbursement will be made upon receipt of notification of property address, demolition of actual property, photograph of site after demolition work has been performed, and supporting documentation.

(7) General Conditions Governing All Disbursements:

(a) No Disbursement shall be made if Grantee is not in compliance with the terms of this Grant Agreement, or the occurrence of any default under any other financing now or in the future provided by LISC to Grantee.

(b) LISC reserves the right to withhold any Disbursement if, in LISC's reasonable judgment, a material adverse change has occurred in the financial or other condition of the Project or in Grantee, or Grantee's managing member or manager responsible for the Project.

(c) LISC reserves the right to withhold any Disbursement if, in LISC's reasonable judgment, satisfactory progress is not being achieved for all of the properties to be demolished at the time of Disbursement.

(8) Affirmative Covenants/Demolition Contractor Requirements. Grantee shall ensure that contractors selected to perform demolition work in connection with the Project will have prior experience in planning and conducting demolition operations and developing and employing site safety measures. The Grantee will secure the demolition contractor for the Project following its procurement standards.

(9) Funds Not Disbursed to the Grantee Prior to Expiration Date. Any Grant funds not disbursed to the Grantee by the Expiration Date shall be automatically reprogrammed by LISC, and shall no longer be available for Disbursement to the Grantee; provided, however, that if the Expiration Date is extended pursuant to Section 26 of this LISC Grant Agreement, then the funds shall remain available for Disbursement until the new Expiration Date.

(10) Return of Grant Proceeds to LISC. The Grantee will return to LISC any Grant funds it has not expended by the Expiration Date, unless such Expiration Date has been extended pursuant to Section 26 of this LISC Grant Agreement, in which case the Grantee will return to LISC any Grant funds it has not expended by the new Expiration Date.

(11) Report to National LISC Office. The Grantee shall furnish to LISC at its New York City headquarters address (*attn: Grants and Contracts Management Department*), within thirty (30) days after the Expiration Date (including as the same may have been extended), a final narrative report, signed by an officer of the Grantee having knowledge and authority, describing (1) the costs paid with Grant proceeds disbursed to the Grantee during the term of the Grant, and (2) the final progress made by the Grantee in relation to the purpose of this Grant.

(12) Reports to Local LISC Program Office. The Grantee shall furnish to LISC at its Peoria LISC (*Attn: LISC Assistant Program Officer*) the following reports, signed by an appropriate officer of the Grantee having knowledge and authority:

- (a) Monthly report on the Project in the format attached hereto as **Exhibit E** (Form of Monthly Report), and made a part hereof, documenting monthly

demolition activities specifically pertaining to the work in the Target Area as well as any documentation that may be required by the Illinois Attorney General's office; and

(b) Copy of the final report described in Section 11 herein, at the same time it is furnished to LISC's Grants and Contracts Management Department.

- (13) **No Disbursement if Non-Compliance.** LISC shall not make any Disbursement of the Grant unless on the proposed date of Disbursement the Grantee is in full compliance with all the terms and conditions of this LISC Grant Agreement. In addition, LISC shall not make any Disbursement of the Grant if it will (i) violate any provision of law, regulation or administrative ruling to which LISC is subject, (ii) subject LISC to any tax, penalty, or fine, or (iii) not further the charitable purposes of LISC.
- (14) **No Disbursement if Default Exists, or Material Adverse Change Has Occurred.** LISC shall not make any Disbursement of the Grant if, at the time of the proposed Disbursement, the Grantee, or any subsidiary of the Grantee, or any partnership affiliated with the Grantee, is in default under the terms of any LISC financing, whether for the purpose of this Grant or provided by LISC for any other project or purpose. In addition, LISC shall not make any Disbursement of the Grant if there has been a material adverse change in the financial or other condition of the Grantee, including, but not limited to, any adverse change in Grantee's managing member or manager responsible for the Project (with LISC determining, in its reasonable discretion, what constitutes a material adverse change in such managing member or manager).
- (15) **Suspension and Termination.**

Termination for Cause. This Grant Agreement may be terminated and canceled for cause by LISC, by giving written notice to the Grantee thirty (30) days in advance of such termination and cancellation, delivered by overnight courier, personal delivery, or certified mail, return receipt requested. In the event that this Grant Agreement is terminated prior to the Expiration Date of this Grant Agreement, the Grantee shall promptly return to LISC any funds that have been expended in violation of this Grant Agreement. Termination for "cause" in this Grant Agreement shall be deemed to be: (i) any failure to observe or perform any material obligations under this Grant Agreement beyond any notice or cure period; and (ii) knowingly making any misrepresentations or false certifications under this Grant Agreement.

Additionally, in the event the State of Illinois Contract is suspended or terminated, this Grant Agreement may be suspended or terminated effective on the date any notification from the State of Illinois which specifies the suspension or termination date. In the event the State of Illinois Contract expires and the State of Illinois does not extend the State of Illinois Contract, LISC may at its sole discretion terminate this Grant Agreement.

In the alternative, when LISC (or the Attorney General, as the case may be) finds cause for termination of this Grant Agreement, LISC may:

- (a) Withhold all or any portion of the payments owed until the cause for termination is cured to the satisfaction of LISC and/or the Attorney General;
 - (b) Require additional oversight by LISC and/or the Attorney General, including compliance and quality controls;
 - (c) Require the submission of additional information with respect to the financial condition of Grantee or its contractors, subcontractors, consultants or assignees (if permitted) or their ability to continue performance under this Grant Agreement; and/or
 - (d) Require the Grantee to terminate for cause the contract between itself and any contractor, subcontractor, consultant or assignee.
- (16) **Independent Contractor.** In performing the services and/or utilizing the Grant funds described herein, the Grantee shall be deemed to be an independent contractor and not an employee of LISC. Any and all employees of the Grantee (including any contractors, subcontractors or consultants engaged by the Grantee), while engaged in the performance of any work or services required by LISC under this LISC Grant Agreement, shall not be considered employees of LISC. The Grantee will be solely responsible for payment of all compensation owed to its own personnel and any contractors, subcontractors or consultants engaged by the Grantee, as well as of all employment-related and other similar taxes and liabilities incurred by the Grantee.
- (17) **Restrictions on Use of the Grant.** Under Sections 501 and 4945 of the Internal Revenue Code (the "Code"), the Grant may not be used to carry on propaganda, to attempt to influence legislation, or to participate in, intervene in, or attempt to influence the outcome of, political campaigns or elections. Additionally, under the applicable provisions of the Code, LISC funds may only be used in furtherance of LISC's charitable purposes. By signing this LISC Grant Agreement and returning it to LISC, the Grantee agrees to (i) not use the Grant for purposes prohibited by the preceding two sentences, (ii) use the Grant in furtherance of the Grantee's charitable purposes (as set forth in the Articles of Incorporation and Application For Recognition of Exemption to the IRS), (iii) promptly provide LISC with a copy of its letter from the Internal Revenue Service that determines Grantee is exempt from taxation under certain applicable Code provisions, as soon as Grantee receives it, and (iv) promptly reimburse LISC for any Grant amounts not used to further charitable purposes.
- (18) **Intentionally Omitted.**
- (19) **Review of Operations/Monitoring.** LISC may monitor and conduct an evaluation of activities funded by the Grant. Such evaluation may include a visit from LISC personnel to observe the activities funded by the Grant, to discuss said activities with the Grantee's personnel, and/or to review financial and other records and materials relating to the activities financed or facilitated by the Grant.

The Grantee hereby acknowledges and agrees that LISC and the Attorney General and their respective designated monitoring committees may inspect or monitor, or retain third parties to inspect or monitor, the Grantee's compliance with the terms, conditions, and covenants of this Grantee Agreement.

- (20) **Recordkeeping Requirements.** The Grantee shall maintain and preserve all books, records, or papers, including but not limited to electronic records (hereinafter "books, records, or papers") relating to the programs or projects for which funds were provided under this Grant Agreement, including the amounts, recipients, and uses of all Disbursements of the funds passing in conjunction with the Grant Agreement, in sufficient detail, for a period of five (5) years after final payment has been made under this Grant Agreement or until any final audit has been completed, whichever is later. The Grantee shall make available all books, records, and papers related to the Grant Agreement for review and audit by LISC, the Auditor General of the State of Illinois, the Attorney General, or their respective designees. The Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full and free access to all relevant materials. The Grantee's failure to maintain the books, records, and papers required by this paragraph shall establish a presumption in favor of LISC or the Attorney General for the recovery of any funds paid under this Grantee Agreement for which adequate books, records, and supporting documentation are not available to support their purported Disbursement.

During this period, the Grantee must have effective control over and accountability for all proceeds of the State of Illinois AG funds, property and assets acquired with the proceeds of the AG funds. The Grantee must maintain all back-up documentation (including without limitation, payroll register, timesheets, proof of payment—bank statement, proof of employment tax withholding, receipts, invoices) in connection with all expenditures of the State of Illinois AG funds; the back-up documentation must be provided to LISC as requested. The Grantee shall provide LISC with any required documentation in connection with the activities described herein and/or the State of Illinois AG funds expended hereunder.

- (21) **Publicity.** The Grantee agrees that LISC may include information regarding the Grant and purpose of this Grant in its periodic public reports. LISC may refer to the Grant in press releases, and asks that until such a press release is issued, the Grantee not make any public announcement relating to the Grant without first consulting the LISC contact person referred to in Section 2, above. A copy of all issued press releases shall be promptly sent to such contact person.
- (22) **Indemnification.** The Grantee agrees to defend, indemnify and hold harmless LISC, its affiliates, subsidiaries, directors, officers, employees, agents and representatives, and any other party acting on behalf of LISC from and against and with respect to any and all claims, demands, suits, causes of action, judgments, obligations, damages, settlements, liabilities, penalties, costs and expenses of any kind or nature, including, without limitation, reasonable attorneys' fees or disbursements, arising out of, or relating to the

Grantee's performance or breach of this LISC Grant Agreement or negligent or wrongful act or omission (or alleged act or omission) in connection with this LISC Grant Agreement. The Grantee agrees to provide LISC with prompt notice of any event or assertion of which it has knowledge concerning any matter as to which a request for indemnification under this LISC Grant Agreement may be made.

- (23) **Not Excluded from Federal Programs.** By signing this LISC Grant Agreement and **Attachment 1** hereto, the Grantee is certifying that neither it, nor any employee whose salary is funded from, nor any contractor whose fees are to be paid from the proceeds of this LISC Grant Agreement are included on the Federal Government's General Services Administration ("GSA")'s "Excluded Parties List System" ("EPLS"), and that Grantee agrees to notify LISC if any change in this status occurs during the term of this LISC Grant Agreement. Information on the EPLS can be obtained from www.sam.gov.
- (24) **Non-Discrimination Clause.** In connection with the utilization of the State of Illinois AG funds provided under this LISC Grant Agreement, the Grantee agrees as follows:
- (a) The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Grantee setting forth the provisions of this nondiscrimination clause.
 - (b) Breach of any of the covenants herein, may be regarded as a material breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.
 - (c) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination.
 - (d) Comply with the procedures and requirements of the regulations of the Department of Human rights concerning equal opportunities and affirmative action.
 - (e) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of human rights may reasonably request. 775 ILCS 5/2-105.

The Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et. seq.*) and the regulations promulgated thereunder (28 C.F.R. §35.130), hereinafter collectively referred


to as the "ADA", prohibit discrimination against persons with disabilities by the State of Illinois, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Grant Agreement, the Grantee certifies that services, programs, and activities provided under this Grant Agreement are and will continue to be in compliance with the ADA.

- (25) **Assignment, Delegation and Subcontracting.** This LISC Grant Agreement and the rights and duties under this Agreement must not be assigned, delegated or subcontracted by the Grantee without the prior written consent of LISC, and any purported assignment, delegation or subcontracting of this LISC Grant Agreement without said consent of LISC shall be void.
- (26) **Amendment of Term of Grant.** LISC shall consider, but is not obligated to agree to, requests by the Grantee to extend the Expiration Date or make other modifications to the terms of the Grant. Amendments to the Grant shall be made only after (i) LISC's Peoria Program Officer has received a written request from the Grantee stating the nature of the amendment requested, and (ii) an authorized officer of LISC shall have executed a written agreement describing the terms of the amendment.
- (27) **Certification Regarding Compliance with the United States Patriot Act.** By signing this LISC Grant Agreement and **Attachment 4** hereto, the Grantee is certifying that Grantee will comply with the requirements outlined in **Attachment 4** regarding the Executive Order 13224 and the United States Patriot Act.
- (28) **Additional State of Illinois Requirements.** The Grantee agrees that in connection with its performance of this LISC Grant Agreement, the Grantee will fully comply with all applicable State of Illinois requirements set forth in **Exhibit C**, which is attached hereto and made a part hereof. Breach of any of the covenants or requirements herein, may be regarded as a material breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.
- (29) **Insurance Requirements.** The Grantee agrees that prior to undertaking any activities or services under this LISC Grant Agreement, Grantee will comply with the State of Illinois's insurance requirements set forth in **Exhibit D** to this LISC Grant Agreement, which is attached hereto and made a part hereof.
- (30) **Applicable Laws.** The Grantee agrees that in connection with its performance of this LISC Grant Agreement, the Grantee will fully comply with all applicable Federal, state, local (and any other governmental) laws, executive orders, rules and regulations, including without limitation, all rules, regulations and policies governing the State of Illinois AG funds. Breach of any of the covenants herein, may be regarded as a material breach of this LISC Grant Agreement, and LISC shall take whatever necessary actions provided by law that it deems appropriate.
- (31) **Signature Required.** If this LISC Grant Agreement correctly sets forth the Grantee's understanding of the terms and conditions of the Grant, please indicate acceptance of and

agreement to said terms and conditions by signing and dating this LISC Grant Agreement an authorized officer of the Grantee in the space provided below. **The undersigned hereby acknowledges that it has received and read all the attached certifications that are part of this LISC Grant Agreement, and agrees to comply with all of the requirements in connection with this award, and is in compliance with all applicable laws and regulations.**

TERMS OF GRANT ACCEPTED AND AGREED TO:

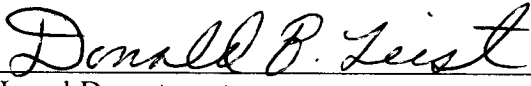
City of Peoria

By: 

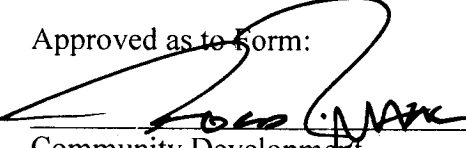
City Manager

Attest:

City Clerk

Approved as to Content:


Legal Department

Approved as to Form:


Community Development

LISC OFFICER COUNTER-SIGNATURE:

Date: 

EXHIBIT A
GRANT BUDGET¹

Use of Funds	Amount
Demolition	\$170,000
Total	\$170,000

¹ Any change in a line item of (1) 10% of the budget, or (2) \$1,000 or more (whichever is greater), shall be not be made without LISC's prior written approval. LISC reserves the right to approve any professionals or consultants hired with funds under this Grant.

EXHIBIT B

STATE OF ILLINOIS DISTRIBUTION AGREEMENT

Attached with Agreement correspondence

EXHIBIT C

ADDITIONAL STATE OF ILLINOIS REQUIREMENTS

Grantee agrees that it will comply with the applicable State of Illinois requirements as set forth in this **Exhibit C**.

1. **Compliance with Federal, State and Local Law**

The Grantee certifies that it shall at all times, in the performance of this Grant Agreement, comply with all applicable federal, state, and local laws and regulations, as may be applicable to the Grantee in the undertaking of the activities and Project described in this Grant Agreement, including but not limited to: **Workers' Compensation Act**, 820 ILCS 305/1 *et. seq.*, **Business Enterprise for Minorities, Females, and Persons with Disabilities Act**, 30 ILCS 575/1 *et. seq.*, **Unemployment Insurance Act**, 820 ILCS 405/100 *et. seq.*, **Illinois Prevailing Wage Act**, 820 ILCS 130/.01 *et. seq.*, **Davis-Bacon Act and other labor standards**, 24 CFR 570.603 *et. seq.*, 29 CFR Parts 1, 3 and 5 *et. seq.*, the **Truth in Lending Act**, 15 U.S.C. §1601 *et. seq.*, the **Home Ownership and Equity Protection Act**, 15 U.S.C. §1639, the **Federal Trade Commission Act**, Illinois 15 U.S.C. §41 *et. seq.*, the **Equal Credit Opportunity Act**, 15 U.S.C. §701 *et. seq.*, the **Fair Credit Reporting Act**, 15 U.S.C. §1681 *et. seq.*, the **Fair Debt Collection Practices Act**, 15 U.S.C. §1692 *et. seq.*, the **Real Estate Settlement Procedures Act**, 12 U.S.C. §2601 *et. seq.*, the **Fair Housing Act**, 42 U.S.C. §3601 *et. seq.*, the **Gramm Leach Bliley Act**, 15 U.S.C. §6801-6809, and §§114 and 315 of the **Fair and Accurate Credit Transactions Act of 2003** (the "FACT Act", 15 U.S.C. §§1681m(e) and 1681c(h)), **Illinois State Agency Resources Preservation Act**, 20 ILCS 3420 *et. seq.*, **U.S. Export Administration Act of 1979** or the **regulations of the U.S. Department of Commerce** promulgated under that Act, 24 CFR Part 85, **OMB Circular A-133** (Audits of State and Local Governments); **OMB Circular A-110**, the **Illinois Human Rights Act**, 775 ILCS 5/1-101 *et. seq.*, the **Americans with Disabilities Act of 1990**, and the regulations promulgated thereunder; the **Environmental Barriers Act**, 410 ILCS 25/1 *et. seq.*, the **Illinois Accessibility Code**, 71 Ill. Adm. Code 400 *et. seq.*; and all other applicable federal, state, and local fair housing and equal opportunity laws and regulations; all other provisions of federal, state and local law relative to non-discrimination; and all other federal and state laws and regulations applicable thereto, including without limitation, those designed to prevent unfair, discriminatory or predatory lending practices, tenant rights and licensing. The Grantee shall comply with all applicable local, state and federal construction-related laws, regulations, ordinances and codes, including but not limited to local building codes, zoning codes, relocation requirements, and other construction-related requirements. This Grant Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Illinois.

2. Bribery

The Grantee certifies that neither it nor any of its authorized agents has been convicted or made an admission as a matter of record of having bribed or attempted to bribe an officer or employee of any federal, state, or local governmental entity.

3. Felony Conviction

The Grantee certifies that neither it nor any of its authorized agents has been convicted of a felony, the sentence of which has been completed within the five (5) years prior to the date of this Grant Agreement, or if it or one of its authorized agents has, that the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business.

4. Sarbanes-Oxley Act

The Grantee certifies that neither it nor any of its authorized agents has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et. seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et. seq.) within the five (5) years prior to the date of this Grant Agreement.

5. Debt Delinquency

The Grantee certifies that neither it nor any of its authorized agents is delinquent in the payment of any debt to the State of Illinois, or, if it or one of its authorized agents is delinquent in the payment of any debt to the State of Illinois, that it or its authorized agents has entered into a deferred payment plan to pay off the debt.

6. Environmental Protection Act

The Grantee certifies that neither it nor any of its authorized agents has been found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the five (5) years prior to the date of this Grant Agreement, or, if it or one of its authorized agents has, the Consultant certifies that no person involved in the violation continues to have any involvement with its business.

7. Educational Loans

To the extent that the Educational Loan Default Act (5 ILCS 385/0.01 et. seq.) applies to this Agreement, the Grantee certifies that neither it nor any of its authorized agents is in default on an educational loan.

8. Dues to Clubs Which Discriminate

The Grantee certifies that it does not pay dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates.

9. Provision of False Information

The Grantee acknowledges that the provision of false or misleading information to LISC or the Attorney General in connection with this Grant Agreement may constitute a violation of: (a) federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title eighteen of the United States Code; or (b) the Civil False Claims Act, 31 U.S.C. Sections 3729-3733 and the Illinois False Claims Act, 740 ILCS 175/1 et. seq. The Grantee agrees to immediately disclose to LISC any discovered credible evidence, in connection with this Grant Agreement, that a management official, employee, or contractor of the Grantee has committed, or may have committed, a violation of the referenced statutes in this section or other wrongdoing.

10. Charitable Organization Status

The Grantee certifies that it is a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 et. seq.) and the Solicitation for Charity Act (225 ILCS 460/0.01 et. seq.), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau.

11. Good Standing and Authority to Act

The Grantee certifies that it is a duly organized nonprofit organization organized under the laws of the State of Illinois and is in good standing with the Illinois Secretary of State with full legal power and authority to engage in the transactions contemplated herein, and that it is designated tax exempt under [Section 501(c)(1) or Section 501(c)(3) of the Internal Revenue Code, 26 U.S.C. §501(c).]

12. Discrimination of Program Participants

The Grantee certifies that it shall not, in the selection of persons for participation in services in connection with this Grant Agreement, or in any other manner, discriminate against any person on the grounds of race, color, creed, religion, sex, age, unfavorable military discharge, ancestry, handicap, national origin, marital status, or familial status.

13. Litigation

The Grantee has not received any written notice of any action, suit, restraining order, injunction, investigation, proceeding or inquiry at law or in equity, pending or threatened, by or before any judicial, quasi-judicial, legislative or administrative court, agency or authority, or any arbiter, nor to the best of the Grantee's knowledge is there any basis for any of the foregoing, wherein an

unfavorable determination, ruling or finding would materially adversely affect the validity or enforceability of this Grantee Agreement or the ability of the Grantee to perform its obligations hereunder.

14. Privacy

The Grantee certifies that it agrees to comply with all applicable laws and regulations, including the Gramm-Leach-Bliley Act (the "GLB Act"); and the Illinois Personal Information Protection Act, 815 ILCS 530 *et. seq.* In the event the Consultant acts as a "financial institution" under the GBL Act, by becoming significantly engaged in providing financial services such as loans to individuals, the Consultant agrees to comply with the Financial Privacy Rule, ensuring that privacy practices are succinct and easy to read (the "Financial Privacy Rule"); the Federal Trade Commission's established policies and procedures for safeguarding applicants' and individual participants' information (the "Safeguards Rule"); to establish appropriate measures to dispose of applicants' and borrowers' information in compliance with the "Disposal Rule" and to include appropriate protections and procedures designed to prevent Pretexting of applicants' and individual participants' nonpublic private information.

15. Conflict of Interest

The Grantee certifies that no board member, officer, agent or representative of the Grantee, or employee of the Grantee with Board-delegated powers:

- (a) Possesses or shall acquire any direct or indirect financial interest in any contract, transaction, or other arrangement, in which the Grantee is a party pursuant to the terms of this Grant Agreement;
- (b) Shall disclose or use confidential, special, or inside information of or about the Consultant, the services provided by the Grantee under this Grant Agreement, or this Grant Agreement for personal profit or advantage;
- (c) Shall influence the Grantee's business, administrative, or material decisions in furtherance of this Grant Agreement, in a manner that leads to his or her personal gain or advantage; or
- (d) Shall participate in deliberations or actions resulting in the purchase of goods or services from any entity in which he or she or his or her family members have a financial interest.

For purposes of this section, a board member, officer, agent, representative, or employee has a "financial interest," if he or she possesses, directly or indirectly, through a business relationship, investment relationship, or relationship with a family member, any of the following:

- (i) An ownership or investment interest in any entity or individual with which the Grantee has entered into a contract, transaction, or other arrangement or which seeks to enter into a business relationship with the Grantee;

- (ii) A compensation arrangement with any entity or individual with which the Grantee has entered into a contract, transaction, or other arrangement or which seeks to enter into a business relationship with the Grantee; or
- (iii) A potential ownership interest, investment interest, or compensation arrangement with any entity or individual with which the Grantee is negotiating a contract, transaction, or other arrangement.

A “family member” is defined as any member of the board member’s, officer’s, agent’s, representative’s, or employee’s immediate family and includes parents, siblings, spouse, domestic partner, children, stepchildren, grandchildren and in-laws.

16. Sexual Harassment Policies

The Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of “sexual harassment” under State law; (iii) a description of sexual harassment utilizing examples; (iv) the Grantee’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the State of Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the State of Illinois Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. 775 ILCS 5/6-101.

17. False Certifications

The Grantee acknowledges that responding falsely to any of the certifications required by this Grant Agreement shall constitute cause under the section titled “Suspension and Termination”.

EXHIBIT D

STATE OF ILLINOIS INSURANCE REQUIREMENTS

The Grantee must provide and maintain at Grantee's own expense during the term of this LISC Grant Agreement, the insurance coverage and requirements specified below, insuring all operations and activities related to the LISC Grant Agreement. The Grantee shall provide proof of insurance in the manner described in this **Exhibit D** and shall furnish a copy of its evidence of insurance to LISC upon request.

The Grantee shall procure, or require the relevant party to procure, the following forms of insurance in reasonable amounts commensurate with the risk. All coverage shall be written by insurance companies with a Best rating of A or better, and a Standard and Poor's rating of BBB or better:

Grantee: The Grantee shall keep sufficient insurance coverage in place during the term of the Grantee Agreement to protect assets from loss due to theft, fraud, and/or undue physical damage including a blanket fidelity bond covering all employees in an amount equal to funds advanced under the Grant Agreement.

Property Owner's Insurance Policies: For any entity that owns and develops real property acquired or rehabilitated by funds to be provided under the Grant Agreement, the following insurance coverages shall be secured: Property, Builder's Risk, and Comprehensive General Liability Insurance. Property Owner's Insurance Coverage shall also comply with the insurance requirements of all lenders, investors, or funders of their project.

General Contractor's Insurance Policies: For any general contractor working on a project funded by the National Foreclosure Settlement Awards, the following insurance coverages shall be secured: Comprehensive General Liability Insurance, Automobile Liability, Workers' Compensation, and Excess Umbrella Liability. General Contractor's Insurance Coverage shall also comply with the insurance requirements of all lenders, investors, or funders of the Project.

EXHIBIT E

FORM OF MONTHLY REPORT

Attached with Agreement correspondence


ATTACHMENT 1

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS PRIMARILY COVERED TRANSACTIONS**

This certification is required by the regulations implementing executive Order 12549, Debarment and Suspension, 2 Code of Federal Regulations (“CFR”) Part 2867, Section 2867.20(a), Participants’ responsibilities.

1. The Grantee certifies to the best of its knowledge and belief, that it:
 - (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - (b) Has not within a three (3) year period preceding the closing date for this LISC grant, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state or local) or private agreement or transaction; violation of Federal or state antitrust statutes or commission or embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property, making false claims, or obstruction of justice, or commission of any offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility.
 - (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification.
 - (d) Has not within a three (3) year period preceding the LISC Grant had one or more public transactions (Federal, state or local) terminated for cause or default.
2. Where the Grantee is unable to certify to any of the statements in this certification, the Grantee shall attach an explanation to this certification form.
3. The undersigned shall require that the language of this certification be included in all subcontract awards pursuant to the grant agreement and agrees to require any such subcontractors to sign a Debarment Certification form.

City of Peoria

By Authorized Signatory: 

Name: Patrick Urich

Title: City Manager

Date: 4-8-2015

ATTACHMENT 2


CERTIFICATION REGARDING LOBBYING

The undersigned hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or an 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.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

City of Peoria

By Authorized Signatory: 
Name: Patrick Ulrich
Title: City Manager
Date: 4-8-2015

ATTACHMENT 3

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification:

1. As part of the LISC Grant Agreement, the Grantee is providing the certification set forth below.
2. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to the Grantee. If it is later determined that the Grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, LISC and/or the Attorney General for the State of Illinois, in addition to any other remedies available to LISC and/or the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. The Grantee certifies that it will, or continue to, provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
 - (b) Establishing an on-going drug-free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Grantee's policy of maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - (c) Making it a requirement that each employee engaged in the performance of any services rendered in connection with the Grantee's use of the LISC Grant proceeds as stated in the LISC Grant Agreement, be given a copy of the statement required by paragraph 3(a), above.
 - (d) Notifying the employee in the statement required by paragraph 3(a), above, that as a condition of employment in connection with Grantee's use of the LISC Grant proceeds, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) days after such conviction.

- (e) Notifying LISC within ten (10) days after receiving notice under sub-paragraph 3(d)(2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions within thirty (30) days of receiving notice under sub-paragraph 3(d)(2) for any employee who is so convicted:
 - (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, state, or local health, law enforcement, or other appropriate agency.
- (g) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs 3(a) through 3(f), above.

The Grantee is required to insert in the space below, the site(s) for the performance of work to be done in connection with the LISC Grant proceeds.

Place of Performance:


City Hall - 419 Fulton St.
(Street Address)

Peoria Peoria
(City and County)

IL 61603
(State and Zip Code)

The Grantee further certifies that it will maintain its drug-free workplace policies and conform to the requirements of the Drug-Free Workplace Act.

City of Peoria

By Authorized Signatory: 
Name: Patrick Ulrich
Title: City Manager
Date: 4-8-2015

ATTACHMENT 4


CERTIFICATION REGARDING THE UNITED STATES PATRIOT ACT

As a requirement of the LISC Grant Agreement, the Grantee is providing the certification set forth below.

1. The certification set forth below is a material representation of fact upon which reliance was placed in LISC's decision to provide the LISC Grant to the Grantee. If it is later determined that the Grantee knowingly rendered a false certification, or otherwise violates the requirements set forth in this certification, LISC, the Federal Government and/or state or local governmental agency may take any action and exercise all remedies available to LISC, the Federal Government and/or state or local governmental agency.
2. Grantee is not now, nor has it ever been, named on (i) the list of Specifically Designated Nationals and Blocked Persons established pursuant to Executive Order 13224 and maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control or any successor agency or other entity, or (ii) any other list of terrorists or terrorist organizations maintained by any agency of the United States or any other governmental authority. Grantee shall submit such information as LISC may reasonably request to enable LISC to confirm that Grantee is not named on any such list.

Grantee further certifies that it will comply with the requirements outlined in this certification and/or any other applicable Federal, state or local rules or regulations.

City of Peoria

By Authorized Signatory: 

Name: Patrick Ulrich

Title: City Manager

Date: 4-8-2015