

**AGREEMENT FOR GOODWILL INDUSTRIES OF CENTRAL ILLINOIS  
REVIVE: YOUTH MENTAL HEALTH SUPPORT PROGRAM  
PRIORITY AREA: RESTORATIVE AND RESILIENCE**

**Reference # 22P01**

THIS AGREEMENT (“Agreement”) effective the 1st day of November 2022, by and between the City of Peoria, Illinois, a municipal corporation (herein also referred to as the “Grantee”) and Goodwill Industries of Central Illinois , a 501(c)(3) nonprofit organization,(herein called the “Subrecipient”) with a Unique Entity Identifier #030562425 under Federal Employer Identification Number #37-0673521 .

WHEREAS, the Grantee has received funds from the State and Local Fiscal Recovery Funds;

WHEREAS, the Grantee created the Violence Prevention Fund with a portion of the State and Local Fiscal Recover Funds under the Catalog of Federal Domestic Assistance # 21.027;

WHEREAS, Subrecipient applied for funds through the Violence Prevention Fund;

WHEREAS, Subrecipient was selected by the CDBG Public Services Commission to receive a portion of the funds through the Violence Prevention Fund;

WHEREAS, the Peoria City Council confirmed the selection of the Subrecipient and approved the creation of this Agreement during Grantee’s City Council Meeting held on October 11, 2022 under item Agenda Item #22-344;

NOW, THEREFORE, it is agreed between the parties hereto that:

**I. SCOPE OF SERVICE**

**i. Activities**

The Subrecipient will be responsible for administering a trauma-informed mental health and social emotional support advocate program for youth across the city of Peoria in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Specifically, requirements enumerated through the State and Local Fiscal Recovery Funds. Such program will include the following activities eligible under the Violence Prevention program:

Use of this funding will serve over 150 youth across several Service Tracks, in addition to offering professional development and support for other staff members, allowing Goodwill to increase the program effects.

**These funds are not to be used for research and development.**

ii. Program Delivery

The REVIVE: Youth Mental Health Support program involves adding a full-time mental health advocate that will provide mental and social emotional health support for youth across the City of Peoria. The goal of this program is to improve the mental and social emotional health of the adolescents of the City of Peoria. The funds received by the Subrecipient will primarily be used within the City of Peoria/ Peoria County.

Definition: Units of Service = one hour of client services

iii. General Administration

The Subrecipient will provide all necessary general administrative services in support of this activity. These include program supervision, accounting, and other supportive services not specifically listed in this Agreement.

II. **ELIGIBLE USE**

All funds given to Subrecipient must be related to activities that are an eligible use under the State and Local Fiscal Recovery Funds. The eligible use for Subrecipient is for evidence-based community violence intervention programs to prevent violence and mitigate the increase in violence during the pandemic. Subrecipient is to refer to the City of Peoria Grant Application Packet (Excel Document) and federal guidelines to confirm which general administrative costs are reimbursable.

III. **LEVELS OF ACCOMPLISHMENT**

i. Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Total Units- Agreement Duration</u>
Youth Mental Health/Violence Prevention Program	150 people to be served

ii. Staffing

Mental Health Advocate (1) = 1.0 FTE

iii. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

**IV. TIME OF PERFORMANCE/ TERM/ TERMINATION**

Services of the Subrecipient shall start on the 1st day of November 2022 and end on the 31st day of December 2023. The terms of this Agreement and the provisions herein shall not be extended to cover any additional time period during which the Subrecipient remains in control of funds or other federal funding assets, including program income.

**V. BUDGET**

<u>Line Item</u>	<u>Amount</u>
Salaries & Fringe Benefits	\$65,550
Mileage	\$800
Clicker Accountability System	\$1,500
General Supplies	\$500
Laptop	\$2,076
Youth Engagement Activities	\$2,500
Youth Assistance Activities	\$3,000
Curriculum	\$2,000
Telecom	\$840
<b>TOTAL</b>	<b>\$78,766.00</b>

The Grantee will require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information within 10 business days or less in the form and content prescribed by the Grantee. Subrecipient is to refer to the City of Peoria Grant Application Packet (Excel Document). Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**VI. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$78,766.00 (SEVENTY-EIGHT THOUSAND SEVEN HUNDRED AND SIXTY-SIX DOLLARS AND ZERO CENTS). Subrecipient will be required to submit to Grantee quarterly obligation and expenditure amounts to be based on the budget that it provides to the Grantee. The quarterly reports will be due to the Grantee in accordance to the following schedule: Quarter 1 – January, 2023; Quarter 2 – April, 2023; Quarter 3 – July, 2023; Quarter 4 – October, 2023; Quarter 5 – January, 2024. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. All submissions for reimbursement by Subrecipient will be submitted to the Grantee electronically by January 31, 2024. All funds pursuant to this Agreement are to be paid by Grantee to Subrecipient before December 31, 2026.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 200.302.

**VII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by email, facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

<u>Grantee</u>	<u>Subrecipient</u>
Peoria Police Department Jennie Urquiza-Whitiker 309-494-8331 <a href="mailto:jurquizawhitiker@peoriagov.org">jurquizawhitiker@peoriagov.org</a>	Goodwill Industries of Central Illinois Lori Johnson 309-682-1113 x 2108 <a href="mailto:ljohnson@goodwillpeoria.org">ljohnson@goodwillpeoria.org</a>

**VIII. SPECIAL CONDITIONS**i. Compliance

The Subrecipient will comply with all pertinent federal regulations and requirements noted in the application materials.

ii. Indirect Costs

No indirect cost rates will be paid to the Subrecipient with these funds. Only eligible costs will be reimbursed as noted in the City of Peoria Grant Application Packet (Excel Document).

iii. Registration with SAMS.gov

If not already registered with SAMS.gov, Subrecipient will register with SAMS.gov and confirm compliance with Grantee.

**IX. GENERAL CONDITIONS**i. General Compliance

The Subrecipient agrees to comply with the requirements of 2 CFR 200 and Coronavirus State and Local Fiscal Recovery Funds Treasury Guidance. The Subrecipient also agrees to comply with all other applicable Federal, state, local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. This Agreement is environmentally exempt, per 24 CFR Part 58.

ii. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall always remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

iii. Hold Harmless

The Subrecipient agrees to defend, indemnify, and hold Grantee, its officers, agents and employees, harmless against claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of Subrecipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

The provisions of this paragraph are solely for the benefit of the Grantee hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

iv. Insurance Requirements

Subrecipient must provide to Grantee a certificate of insurance evidencing proof of general liability, automobile, and workers compensation/employer's liability and excess/umbrella insurance coverages as described in Exhibit A. The Grantee will be provided a waiver of subrogation waiving rights of recovery against Grantee on the workers' compensation/employer's liability policy. The Grantee will be shown as the certificate holder. This insurance must stay in force until December 31, 2023, or whenever all monies under this Agreement have been advanced to the Subrecipient, whichever is later.

If applicable, the Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200.304, Bonds, and 2 CFR 200.310, Insurance Coverage. Also, if applicable, The Subrecipient shall also comply with procedures to ensure adequate safeguards for preventing loss, damage, or theft of Subrecipient-held property as outlined in 2 CFR 200.313.

v. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

vi. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. For the Grantee such duly authorized representative is the City Manager. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

vii. Suspension or Termination

In accordance with 2 CFR 200.338-9, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee or more severe enforcement action by the Federal awarding agency or the Grantee.
2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
3. Termination of the award by the Federal awarding agency or Grantee, if the Subrecipient fails to comply with the terms and conditions of a Federal award.
4. Terminate by the Federal awarding agency or Grantee for cause.

In accordance with 2 CFR 200.339 parts (3) and (4), this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

viii. Claw Back Provision

In addition to all remedies mentioned in this Agreement, and as is permissible by the Coronavirus State and Local Fiscal Recovery Fund guidelines or any other Federal, state, or local law, if the Subrecipient fails to comply with this Agreement, after 10 days of Grantee giving written notice, Grantee will seek termination of this Agreement and may demand the return of monies awarded to Subrecipient to date.

## X. ADMINISTRATIVE REQUIREMENTS

i. Financial Management

a. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

b. Cost Principles

The Subrecipient shall administer its program in conformance with United States Office of Management and Budget Circular 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

ii. Documentation and Record Keeping

a. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations. Subrecipient shall maintain all records are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- i. Records providing a full description of each activity undertaken,
- ii. Records demonstrating that each activity undertaken meets one of the Eligible Use of the program,
- iii. Records required to determine the eligibility of activities,
- iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with this assistance,
- v. Records documenting compliance with the fair housing and equal opportunity components of the Violence Prevention program,
- vi. Record verifying the performance accomplishments achieved,
- vii. Financial records as required by 2 CFR 200, including but not limited to 200.302 and 2 CFR 200.403

b. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the end of date of the Agreement or the recipient of final payment, whichever occurs later. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

c. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income

level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

d. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over these funds, including program income.

f. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Subrecipient must submit any audits completed during the grant year within 30 days of completion. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning Subrecipient audits per 2 CFR Part 200.

iii. Reporting and Payment Procedures

a. Program Income



The Subrecipient shall report quarterly all program income (as defined at 2 CFR 200) generated by activities carried out with the funds made available under this Agreement. The use of program income by the Subrecipient must be for an eligible use under this Agreement. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

b. Indirect Costs

If indirect costs are charged and allowed, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

c. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

d. Progress Reports

The Subrecipient shall submit quarterly regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee. Reports must be submitted on time as part of grant performance.

iv. Procurement

a. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

b. Office of Management and Budget Standards

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.317 through 329, Procurement Standards.

c. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the City of Peoria with funds provided under this Agreement.

v. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall follow the requirements of 2 CFR 200.311 and 2 CFR 200.313, which include but are not limited to the following:

The Subrecipient shall transfer to the Grantee any Federal funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

**XI. PERSONNEL & PARTICIPANT CONDITIONS**

i. Civil Rights

a. Compliance

The Subrecipient agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended (“HCDA”), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

b. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and Agreement opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

c. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements

erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

d. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

ii. Affirmative Action

a. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

c. Access to Records

The Subrecipient shall furnish and cause each of its own Subrecipients or sub agreements to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other Agreement or understanding, a notice, to be provided by the agency Agreement officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

f. Sub Agreement Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every sub agreement or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own Subrecipients or sub agreements.

iii. Employment Restrictions

a. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

b. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Agreement Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all mentors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the

regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

iv. Conduct

a. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

b. Sub-Agreements

i. Approvals

The Subrecipient shall not enter into any sub-Agreements with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such Agreement.

ii. Monitoring

The Subrecipient will monitor all sub-Agreement services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. Monitoring or desk audit will be conducted no less than once during the Agreement period.

iii. Content

The Subrecipient shall cause all the provisions of this Agreement in its entirety to be included in and made a part of any sub-Agreement executed in the performance of this Agreement.

iv. Selection Process

The Subrecipient shall undertake to ensure that all sub-Agreements let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all sub-Agreements shall be forwarded to the Grantee along with documentation concerning the selection process.

c. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

d. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 570.611, which include (but are not limited to) the following:

- i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of Agreements supported by Federal funds.
- ii. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, an Agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to Violence Prevention Funding-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any Agreement, or have a financial interest in any Agreement, sub-Agreement, or Agreement with respect to the Violence Prevention Funding-assisted activity, or with respect to the proceeds from the Violence Prevention Funding-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

e. Lobbying

- i. The Subrecipient hereby certifies that:
  1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 Agreement, 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement, it will

complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including sub-Agreements, subgrants, and Agreements under grants, loans, and cooperative Agreements) and that all Subrecipients shall certify and disclose accordingly:

ii. Lobbying Certification

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

f. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or federal agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

g. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

## **XII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

## **XIII. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

## **XIV. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

**XVI. ADDITIONAL PROVISION**

Vendor agrees, as a condition of accepting this Agreement with the Grantee, that for a period of one year following completion of this Agreement, that it shall be prohibited from hiring, directly or indirectly, any Grantee employee or official who was involved, directly or indirectly in: (1) the selection and/or recommendation to select the vendor for performance of this Agreement; (2) coordinating the efforts of the vendor in the consummation or completion of the Agreement; or (3) monitoring or determining the performance of the vendor. The vendor further acknowledges and agrees that upon the Grantee's determination that a violation of this provision has occurred, the penalty imposed, at the sole discretion of the Grantee, may include one or more of the following: (1) cancellation of any other Agreement(s) between the Grantee and the vendor; (2) disqualification of the vendor from bidding or being awarded future Agreements with the Grantee for a period of 2 years; and/or (3) payment of liquidated damages to the Grantee in the amount of \$25,000.

*[NOTE: The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regulations apply to this Agreement and can be found at 2 CFR Part 200.]*

**[SIGNATURES ON NEXT PAGE]**

Date February 10th, 2023

City of Peoria Fed. I. D. # 37-6001761

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written above.

[Grantee]  
CITY OF PEORIA,  
An Illinois Municipal Corporation

[Subrecipient]  
Goodwill Industries of Central Illinois,  
An Illinois Non-Profit Organization



By *[Signature]*  
City Manager

By *Don E. Johnson*  
*President/CEO Goodwill Industries of  
Central Illinois*

ATTEST:

*Stefanie Javor*  
City Clerk

Approved as to Form:

*[Signature]*  
Legal Department

Approved as to Content:

*[Signature]*  
Police Department

**Exhibit A  
Insurance Requirements**

**SECTION A.** Subrecipient shall procure, pay for, and maintain the following insurance written by companies that maintain a rating of "A minus" or better as established by A.M. Best and Company and acceptable to Grantee. Upon request, the Grantee shall be entitled to receive without expense, copies of the policies and all endorsements. GRANTEE HAS NO DUTY TO PAY OR PERFORM UNDER THIS AGREEMENT UNTIL CERTIFICATES OF INSURANCE HAVE BEEN DELIVERED TO THE GRANTEE and no officer or employee shall have authority to waive this requirement.

**SECTION B.** The Grantee reserves the right to review the insurance requirements of this section during the Time of Performance/ Term/ Termination of the Agreement and to modify insurance coverages and their limits when deemed necessary and prudent by the Grantee.

**SECTION C. REQUIRED PROVISIONS**

With respect to the below required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the Grantee, the City of Peoria, and its officers, employees, and elected representatives as additional insureds to all applicable coverages, with the exception of Workers' Compensation.
- b. State that coverage shall not be canceled except after thirty (30) days written notice to:

Corporation Counsel  
419 Fulton Street, Room 403  
Peoria, IL 61602

- c. Waive subrogation against the Grantee, the City of Peoria, its officers, and employees, for bodily injury (including death), property damage or any other loss.
- d. Provide that the Subrecipient's insurance is primary insurance as respects the Grantee, its officers, employees, and elected representatives.
- e. Ensure that all certificates of insurance identify the service or product being provided and name the Grantee, the City of Peoria, as the Certificate Holder.

**SECTION D. INSURANCE COVERAGE REQUIRED**

Subject to Subrecipient's right to maintain reasonable deductibles, Subrecipient shall obtain and maintain in full force and effect for the duration of its use of the Agreement at Subrecipient's sole expense, insurance coverage in the following type(s) and amounts:

1. Workers' Compensation insurance as required by the State of Illinois, providing statutory benefits, and Employers' Liability of not less than the following:
  - Bodily Injury by Accident: \$1,000,000 Each Accident
  - Bodily Injury by Disease: \$1,000,000 Policy Limit
  - Bodily Injury by Disease: \$1,000,000 Each Employee
2. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$1,000,000 per occurrence.
3. Commercial General Liability Insurance including, but not limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations\*, Independent Contractors and

Contractual Liability with minimum combined bodily injury (including death) and property damage limits of \$1,000,000 per occurrence, and \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate.

4. Excess/Umbrella Liability providing coverage excess of the Commercial General Liability, Business Automobile Liability and Employer's Liability insurance, in an amount of not less than \$2,000,000 each occurrence and \$2,000,000 annual aggregate.

**SECTION E.** Without limiting any of the other obligations or liabilities of the Subrecipient, if applicable, Subrecipient shall require each of its Sub Awardee to maintain levels of insurance that are necessary and appropriate for the work being performed, comply with all applicable laws and are consistent with industry standards. The liability insurance shall name any Sub Awardee and Grantee as additional insured parties. Further, the Subrecipient shall obtain and monitor the certificates of insurance from each Sub Awardee. The Subrecipient must retain the certificates of insurance for the duration of and shall have the responsibility of enforcing insurance requirements among its Sub Awardees. The Grantee shall be entitled, upon request and without expense, to receive copies of these certificates.

**SECTION F.** Approval, disapproval, or failure to act by the Grantee regarding any insurance supplied by the Subrecipient or its Sub Awardees shall not relieve the Subrecipient of full responsibility or liability for damages and accidents as set forth in this Agreement. Neither shall the bankruptcy, insolvency nor denial of liability by the insurance company exonerate the Subrecipient from liability.