

**AGREEMENT BETWEEN THE CITY OF PEORIA
AND
NAME OF ENTITY
NAME OF PROGRAM**

AGREEMENT #

THIS AGREEMENT, effective the ___ of MONTH, 2022 by and between the City of Peoria, Illinois (herein called the “City”) and the Name of Entity (herein called the “Recipient”)

WHEREAS, the City of Peoria allocated \$xx,xxx from the Name of Fund balance to fund Job Training Programs for residents and employers located in the City of Peoria program area and:

WHEREAS, the City wishes to engage the Recipient to assist the City in utilizing such funds;

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

I. SCOPE OF SERVICE

A. Activities

The Recipient will be responsible for administering a NAME OF PROGRAM JOB TRAINING PROGRAM Year 2022 NAME OF ENTITY in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the NAME OF PROGRAM:

Note: This grant is not for research and development.

Program Delivery

NOTE: Definition of Units of Service: one hour of client services

General Administration

B. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

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

<u>Activity</u>	<u>Total Units/Year</u>
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NAME OF ENTITY

D. Staffing

InteProject Administration

Staff time used on this activity is 1.0 FTE.

E. Performance Monitoring

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

II. TIME OF PERFORMANCE

Services of the Recipient shall start on the 1st day of January 2022 and end on the 31st day of December 2022. The term of this Agreement and the provisions herein shall not be extended to cover any additional time period during which the Recipient remains in control of NAME OF PROGRAM JOB TRAINING PROGRAM funds or other NAME OF PROGRAM PROGRAM assets, including program income.

III. BUDGET

Budget is attached which includes cost per job training participant.

The City may require a more detailed budget breakdown than the one contained herein, and the Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Recipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$XX,000. 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. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

V. 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 delivery or 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 contract shall be directed to the following contract representatives:

<u>City</u>	<u>Recipient</u>
<u>ECONOMIC DEVELOPMENT</u>	<u>Name CONTACT PERSON</u>
City <u>City of Peoria</u>	Recipient _____
[Address] <u>419 Fulton St., Room 200</u>	[Address] <u>4200 E Washington St. Suite B</u>
[City, State, ZIP] <u>Peoria, IL 61602</u>	[City, State, ZIP] <u>East Peoria, IL 61611</u>
[Telephone] <u>(309) 494-8651</u>	[Telephone] _____
[E-mail] <u>economicdevelopment@peroiagov.org</u>	[E-mail] _____

VI. SPECIAL CONDITIONS

No indirect cost rates will be paid to the Recipient with these funds. Only eligible salaries and benefit costs will be reimbursed.

VII. GENERAL CONDITIONS

- A. General Compliance
Need language
- B. “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 Recipient shall at all

times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Recipient is an independent contractor.

C. Hold Harmless

The Recipient shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Recipient’s performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers’ Compensation

The Recipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Recipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

F. City Recognition

The Recipient shall insure recognition of the role of the City 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 Recipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Recipient 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, and approved by the City Manager. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Recipient from its obligations under this Agreement.

The City 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 City and Recipient.

H. Suspension or Termination

The City may suspend or terminate this Agreement if the Recipient materially fails to comply with any terms of this Agreement. This Agreement may also be terminated for convenience by either the City or the Recipient, 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 City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Recipient agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Recipient shall administer its program in conformance with OMB Circular 2 CFR 200 as applicable. These principals shall be applied for all costs incurred whether charged on a direct or indirect basis

B. Documentation and Record Keeping

1. Records to be Maintained

The Recipient shall maintain all records pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the RFP objectives of the PROGRAM NAME PROGRAM program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with PROGRAM NAME JOB TRAINING PROGRAM assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the PROGRAM NAME TRAINING PROGRAM program;
- f. Record verifying the performance accomplishments achieved,
- g. Financial records and other records necessary to document compliance.

3. Client Data

The Recipient 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 City monitors or their designees for review upon request.

4. Disclosure

The Recipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Recipient's responsibilities with respect to services provided under this contract, 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.

5. Close-outs

The Recipient's obligation to the City 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 City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Recipient has control over PROGRAM NAME PROGRAM funds, including program income.

6. Audits & Inspections

All Recipient records with respect to any matters covered by this Agreement shall be made available to the City, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Recipient 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 Recipient within 30 days after receipt by the Recipient. Failure of the Recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. 1. Payment Procedures

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

4. Progress Reports

The Recipient shall submit quarterly regular Progress Reports to the City in the form, content, and frequency as required by the City.

D. Procurement

1. Compliance

The Recipient shall comply with current City 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 City upon termination of this Agreement.

2. OMB Standards

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

3. Travel

The Recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Recipient 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, 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.

2. Nondiscrimination

The Recipient agrees to comply with the non-discrimination in employment and contracting 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.

4. Section 504

The Recipient 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 City shall provide the Recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

C. Employment Restrictions

1. Prohibited Activity

The Recipient 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.

D. Conduct

1. Assignability

The Recipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Recipient from the City under this contract 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 City.

2. Subcontracts

a. Approvals

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Recipient will monitor all subcontracted services on a regular basis to assure contract 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.

c. Content

The Recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Recipient shall undertake to insure that all subcontracts 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 subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Recipient 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.

4. Conflict of Interest

- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to PROGRAM NAME JOB TRAINING PROGRAM-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 contract, or have a financial interest in any contract, subcontract, or agreement with respect to the PROGRAM NAME JOB TRAINING PROGRAM-assisted activity, or with respect to the proceeds from the PROGRAM NAME JOB TRAINING PROGRAM-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 City, the Recipient, or any designated public agency.

5. Religious Activities

The Recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

XVI. ADDITIONAL PROVISION

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

[NOTE: For the above sections, if the Recipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 would apply.]

[SIGNATURES ON NEXT PAGE]

Date _____

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

[City]
CITY OF PEORIA
an Illinois Municipal Corporation

[Recipient]
The XXXX XXXXX
An Illinois Non-Profit Organization

By _____
City Manager

By _____

ATTEST:

City Clerk

Approved as to Form:

Legal Department

Approved as to Content

City Manager's Office