

**GRAND VICTORIA RIVERBOAT FUND GRANTEE AGREEMENT**  
**BETWEEN KANE COUNTY, ILLINOIS**  
**AND**  
**CITY OF AURORA**

---

**THIS AGREEMENT** is entered into on \_\_\_\_\_, by and between Kane County, Illinois (herein called the "County"), and City of Aurora (herein called the "Grantee").

**WHEREAS**, under an agreement between the County and the Grand Victoria Casino Elgin, the County receives an annual contribution from the casino to support a variety of educational, environmental, and economic development activities; and

**WHEREAS**, the Kane County Board has allocated a portion of said contribution for use by non-profit organizations and units of local government for projects that meet the fund's guidelines and are expected to improve the quality-of-life in Kane County; and

**WHEREAS**, the Grantee has applied for and been awarded Grand Victoria Riverboat funds by the Kane County Board.

**NOW, THEREFORE**, the parties agree to the following:

I. STATEMENT OF WORK

A. Project Description, Tasks, Schedule, and Budget

The Grantee shall complete the project described in Exhibit A. Funds provided herein shall be used in the manner described in said exhibit, which includes a description of the project, the tasks to be performed by the Grantee, a schedule for completing the tasks, and a project budget.

B. Grand Victoria Riverboat Fund Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement are consistent with the Grand Victoria Riverboat Fund's objectives and will be of an educational, environmental, or economic development nature.

C. Staffing

The Grantee will be responsible for all normal administrative services and expenses not funded under this Agreement but required in order to undertake the project identified herein.

D. Performance Monitoring

The County will monitor the performance of the Grantee against goals and performance standards established herein. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such noncompliance is not taken by the Grantee within the period of time specified by the County in its notification to the Grantee, the County may initiate suspension or termination procedures.

II. TIME OF PERFORMANCE

The work being performed by the Grantee hereunder shall be completed according to the project schedule contained herein. This Agreement shall terminate 60 days after the Project Completion Date indicated in Exhibit A. In accordance with the amendment procedures set forth in Paragraph X, however, the term of this Agreement and the provisions herein may be extended at the County's discretion.

III. FUNDING

In consideration of the project to be completed by the Grantee hereunder, the County shall pay to the Grantee up to \$15,000.00 with funds it receives from the Grand Victoria Riverboat Casino. Said funds shall be used for the payment of expenses eligible under the Grand Victoria Riverboat Fund Program and specifically listed in the project budget contained in Exhibit A. The total of said payment(s), however, shall not exceed the County's proportional share (4%) of the actual cost of the project described in Exhibit A. Furthermore, the County shall retain 10% of the funds provided herein until such time as the Grantee provides documentation to the County that all funds identified in Exhibit A as "Funds from Other Sources" are secured and available to the Grantee for the payment of expenses specifically listed in Exhibit A.

Payments made by the County hereunder are contingent upon the Grantee's compliance with the terms and conditions of this Agreement. The Grantee agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Grantee shall credit the County and the Grand Victoria Riverboat Casino for funding the project identified herein by including the following statement on any sign that may be erected at the project site, and in any promotional material that may be published in connection to the project: *"Support for this project has been provided by the Kane County Board, through its Office of Community Reinvestment, with funds from the Grand Victoria Riverboat Casino."*

IV. NON-PROFIT STATUS

If the Grantee is a non-profit organization, it certifies that it is a 501(c)(3) organization as determined by the Internal Revenue Service, that said determination has not been revoked or modified, and that, if applicable, Grantee has filed all federal, state, and local tax documents. Grantee further certifies that all corporate annual reports and other federal, state, and local reporting requirements have been filed. The Grantee understands that if, for any reason, there is any change to any status of the organization as a result of any Internal Revenue Service determination, or any other change to the status of the corporation, or if the organization is delinquent in the payment of any federal, state, or local taxes or obligations, the Grantee must notify the County within thirty (30) days of such change or delinquency. The County will not disburse funds to the Grantee until it receives proof that said change or delinquency has been rectified, and reserves the right to review and terminate this Agreement if such requirement has not been met in a reasonable time.

V. NOTICES

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

COUNTY	GRANTEE
Chris Dall, Project Manager Kane County Office of Community Reinvestment 143 First Street Batavia, IL 60510 Phone: 630-444-3048 Email: <a href="mailto:dallchris@countyofkane.org">dallchris@countyofkane.org</a>	John Russell City of Aurora 44 E Downer Place Aurora, IL 60507 Phone: 630-256-3373 Email: <a href="mailto:jrussell@aurora-il.org">jrussell@aurora-il.org</a>

VI. GENERAL CONDITIONS

A. Prohibited Activities

Funds provided herein shall not be used to provide a grant to another organization, for personal expenses, or to support – either directly or indirectly – a project/program outside of Kane County. The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the project for political activities, sectarian or religious activities, lobbying, political patronage and nepotism activities.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, create or establish the relationship of employer/employee between the parties. The Grantee shall, at all times, remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the Grantee is an independent contractor.

C. Assignability

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

D. Hold Harmless

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

E. Insurance & Bonding

The Grantee shall carry sufficient insurance coverage to protect Agreement 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 County.

F. Compliance with Federal, State, and Local Laws

Notwithstanding any other provision of this Agreement, the Grantee agrees to comply with all applicable federal, state and local laws and regulations in the performance of this Agreement, including, but not limited to, those related to prevailing wages, minimum wages, workplace safety, and the legal status of employees.

G. Copyrightable Materials

If this Agreement results in any copyrightable materials, the County (and by extension the Grand Victoria Riverboat Casino) reserves the right to royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use such materials.

## VII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Grantee agrees to comply with OMB standards regarding accounting principles and procedures, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

#### 2. Audits

The Grantee shall comply with OMB standards, and shall obtain, at its own expense, any required audit(s). Audits shall be performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits. Audits shall include, in addition to the financial statement(s) of the Grantee, auditor's comments regarding the Grantee's compliance and internal controls pertaining to the expenditure of grant funds. The Grantee shall submit one certified copy of each required audit report to the County no later than six months following the close of the Grantee's fiscal year for single audits; and not later than six months following project closeout for grant audits. Any deficiencies noted in audit reports must be fully cleared by the Grantee within thirty (30) days after receipt by the Grantee.

### B. Documentation and Record Keeping

#### 1. Records To Be Maintained

The Grantee shall maintain records to document the activities funded under this Agreement. Such records shall include, but not be limited to:

- a. Records detailing the scope of the project and its educational, environmental, or economic development objectives and accomplishments;
- b. Figures regarding the number of clients or beneficiaries served by the project;
- c. Financial records detailing all expenditures and deposits associated with the project;
- d. Records regarding all purchases and contracting activity associated with the project; and
- e. Real property inventory records, clearly identifying any properties purchased, improved or sold with funds provided herein.

#### 2. Records Inspections

The Grantee shall make all documentation associated with the completion of the project available for inspection by the County, or its designees, and the Grand Victoria Riverboat Casino, or its designees. Failure by the Grantee to comply with this requirement will constitute a violation of this Agreement and may result in the withholding of future payments.

#### 3. Retention

The Grantee shall retain all records associated with the completion of the project for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final

disposition of such property. Contact the County before disposing of any records related to this Agreement.

C. Reporting and Payment Procedures

1. Performance Reports

The Grantee shall submit semi-annual performance reports to the County, in a format prescribed by the County, for the duration of this Agreement. Said performance reports shall be submitted according to the following schedule:

- a. Report for July 1 through December 31 due on January 30; and
- b. Report for January 1 through June 30 due on July 31.

2. Payment Procedures

In consideration of the work performed hereunder, the County will pay the Grantee with Grand Victoria Riverboat Casino funds available under this Agreement for eligible costs, consistent with the project budget contained herein (see Exhibit A), and based on requests submitted by the Grantee on forms provided by the County. Such requests shall be accompanied by the appropriate receipts, invoices, canceled checks, and/or other documentation required by the County. The Grantee may not request the disbursement of funds available under this Agreement until the funds are needed for the payment of eligible costs. The amount of each request must be limited to the amount needed for such costs at the time the request is submitted to the County. Advance disbursements are not permitted under this Agreement.

The presentation of requests for the disbursement of funds on the part of the Grantee shall constitute a warranty and representation by the Grantee to the County that the amounts requested are elements of the project budget contained herein; that all such amounts are required for the payment of eligible costs that were actually incurred by the Grantee; and that the Grantee will use the amounts requested only for eligible purposes under this Agreement. Prior to any disbursement of funds by the County, it reserves the right to perform an independent review of any and all documentation and/or inspect the project site(s) to independently determine that such disbursement is justified. If the County is dissatisfied with the documentation submitted, or the status of the work performed hereunder, it may require the Grantee to submit further documentation or perform additional work before it makes any further disbursements under this Agreement. The County reserves the right to reduce funds available under this Agreement for any costs incurred by the County on behalf of the Grantee to complete the project to the County's satisfaction. Finally, the County shall not be required to make any disbursements of funds to the Grantee if the County is not legally capable or permitted by law to make such disbursements.

VIII. PERSONNEL AND CONTRACTING PROVISIONS

A. Personnel Provisions

1. Nondiscrimination

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 status, or status with regard to public assistance. The Grantee will state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees.

The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Executive Order 11063, and Executive Order 11246, as amended by Executive Order 12086. The Grantee also agrees to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

2. Workers' Compensation

The Grantee shall ensure that Workers' Compensation Insurance coverage is provided for all employees involved in the performance of this Agreement.

3. Drug-Free Workplace

The Grantee shall comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), and, if applicable, with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.)

B. Contracting Provisions

1. Fair and Cost-Reasonable Contracting

The Grantee shall undertake to ensure that all contracts let in the performance of this Agreement are awarded on a fair and cost-reasonable basis. It shall be the responsibility of the Grantee to confirm that all contractors employed on the project have the appropriate licenses and insurance, and obtain the required permits to complete the work for which they are contracted to perform. Under no circumstance shall the Grantee require nor shall it accept a contribution in connection with the award of a contract associated with the project described herein. Upon request, the Grantee shall provide copies of contracts to the County along with documentation concerning the Grantee's review and award process.

2. Required Content

All bid solicitations for work associated with the project described herein shall bear the following statement: *"This contracting opportunity has been made possible, in part, by the Kane County Board, through its Office of Community Reinvestment, with funds provided by the Grand Victoria Riverboat Casino. Minority/Women-Owned Businesses are encouraged to bid on this project."*

The Grantee shall cause all provisions of this Agreement to be included by reference in all contracts executed in the performance of this Agreement so that such provisions will be binding upon each contractor.

3. Monitoring

The Grantee will monitor all contracted services on a regular basis to ensure compliance with the terms of this Agreement. Results of monitoring efforts shall be summarized in the Grantee's semi-annual written reports to the County and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Conflicts of Interest

The Grantee agrees that, in the performance of this Agreement, it shall refrain from employing, contracting with, or otherwise retaining, any individual having a conflict of interest. This provision applies

to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the Grantee or the County.

IX. REAL PROPERTY PROVISIONS

A. Land Covenants

With regard to the sale, lease, or other transfer of land acquired or improved with assistance provided under this Agreement, the Grantee 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 County is a beneficiary of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the project assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

B. Repayment Upon Sale or Transfer

In the event that all or any portion of the funds provided herein are for the purchase or lease of any real property, upon the sale or transfer of such property at a profit to the Grantee, all or a portion of the funds provided herein shall be repaid to Kane County to the extent of the profit realized. This provision shall not apply where the terms of the grant specifically contemplate the sale of such property as part of the purpose of the project.

X. AMENDMENTS

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both parties and approved by either party's government body to the extent required by state law, local charter or otherwise. In addition, the County may, in its sole discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies and available funding amounts. However, if any such amendments result in a change in the funding, the scope of services, or the scheduling of services to be undertaken as part of this Agreement such modifications will be incorporated only by written amendment signed by both parties.

XI. SUSPENSION AND TERMINATION

In the event there is probable cause to believe the Grantee is in noncompliance with any term of this Agreement, or with any of the rules or regulations referred to herein, the County may suspend payments to the Grantee until such time as the Grantee is found to be in compliance by the County or is otherwise adjudicated to be in compliance.

In the event the Grantee breaches or otherwise fails to perform any of its obligations under this Agreement, the County may terminate this Agreement and shall be entitled to repayment of all prior funds paid to the Grantee under this Agreement, including reasonable attorney's fees and costs of collection, and may declare the Grantee ineligible for any future participation in County programs, in addition to other remedies as provided by law.

The Grantee may terminate this Agreement at any time by giving written notice to the County, provided such notice is accompanied by repayment of all prior funds paid to the Grantee under this Agreement.

XII. AGREEMENT IN MULTIPLE COUNTERPARTS

The parties hereto agree that this Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all of such counterparts, taken together, shall constitute one and the same Agreement.



**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

For the County of Kane:

---

Signature

---

Corinne M. Pierog MA, MBA, Madam Chair, Kane County Board  
Name and Title (Printed)

---

Date

For the Grantee:

---

Signature

---

Name and Title (Printed)

---

Date

# KANE COUNTY GRAND VICTORIA RIVERBOAT FUND

## Exhibit A: Project Description, Tasks, Schedule, and Budget

### Project Description

The Grantee will use funds to partially fund the hiring of a financial counselor for the Aurora Financial Empowerment Center (FEC). Said project will be partially financed with funds provided herein. Additional details concerning the project are described in the Grantee's application and subsequent submittals, which are on file with the County and incorporated into this Agreement by reference.

### Tasks

The Grantee shall be responsible for all tasks required to complete the project described herein, including, but not limited to the following:

1. Payment of operating expenses associated with the operation of the project;
2. Supervision of work performed to ensure compliance with the provisions of this Agreement; and
3. Inspection of work performed to ensure satisfactory completion of the project.

### Project Schedule

The Grantee shall complete the project described herein according to the following schedule:

Virtual and In-Person Counseling	12/2021
NeighborWorks Institute Professional Development for FEC Counselors	12/2021
Team Meetings; FEC all-Manager Calls; FEC Operations Calls; Marketing and Community Outreach Activities; FECBOT Database Calls	Ongoing
Project Completion Date	01/2022

### Project Budget

Expenses	Funds from Other Sources	Kane County GVR Funds	Totals
City/County FEC Manager	\$37,500	\$0	\$37,500
City Marketing/Outreach/Events	\$2,000	\$0	\$2,000
FEC Manager	\$65,000	\$0	\$65,000
Financial Counselors	\$135,000	\$15,000	\$150,000
Administrative Support	\$16,000	\$0	\$16,000
Fringe Benefits	\$51,333	\$0	\$51,333
FEC Provider Marketing and Outreach	\$10,000	\$0	\$10,000
Counselor Training and Continuing Education	\$4,000	\$0	\$4,000
Equipment/Onsite Supplies	\$5,900	\$0	\$5,900
Credit Report Pulls	\$2,400	\$0	\$2,400
Local/National Learning Network Events	\$3,000	\$0	\$3,000
Client Incentives	\$3,000	\$0	\$3,000

Indirect Costs	\$23,200	\$0	\$23,200
<b>Totals (and Proportional Share of Total Project Cost)</b>	<b>\$358,333 (96%)</b>	<b>\$15,000 (4%)</b>	<b>\$373,333</b>