

SUBGRANTEE AGREEMENT

PROJECT NUMBER: AOUD-2025-XX
BETWEEN CITY OF AURORA ILLINOIS
AND

XXXXXXXXXX FOR
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

THIS AGREEMENT, entered into this ____ day of _____, 2025 by and between the CITY OF AURORA ILLINOIS, an Illinois municipal corporation (herein called the "CITY") and **XXXXXXXXXX** (herein called the "SUBGRANTEE").

On December 30th, 2021, the Illinois Attorney General signed the Illinois Opioid Allocation Agreement (IOAA) which established how the state would allocate any opioid settlement funding received by any litigation. The IOAA states that 55% of settlement funds will be allocated to the State of Illinois Remediation Fund, 25% of settlement funds are allocated to local governments, and 20% of settlement funds are allocated to the State of Illinois. Of the 25% allocated to Illinois local governments, the City of Aurora will be allocated 1.1285112946% of all settlement funds, and as of April 15th, 2025, has received \$746,567.61; and

The CITY has considered and approved the application of the SUBGRANTEE for **XXXXXXXXXXXXXXXXXXXXXXXXXXXX** ("the PROJECT") and hereby agrees to distribute to the SUBGRANTEE a portion of the total Opioid Use Disorder (OUD) grant funds allotted to the CITY by the State of Illinois for the PROJECT, with the portion distributed to the SUBGRANTEE upon the conditions provided herein. This Agreement does not obligate the CITY to provide the SUBGRANTEE with any CITY funds which were not obtained from the IOAA; and

The CITY and the SUBGRANTEE enter into this AGREEMENT pursuant to their respective powers to enter into such agreements, as those powers are defined in the Illinois Constitution and applicable statutes; and

The Mayor or such City Employee designated in writing by the Mayor, acting on behalf of the CITY, is authorized to execute any contracts, extensions, amendments, or other documents relating to the terms contained herein so long as any such documents are consistent with the scope of service contained herein and in accordance with the IOAA.

In consideration of the SUBGRANTEE's performance of the PROJECT, the CITY shall distribute to the SUBGRANTEE, as SUBGRANTEE's portion of the total grant received by the CITY from the State of Illinois, the maximum amount of **\$XX,XXX.00** (said amount hereinafter referred to as "GRANT FUNDS"). In the event the CITY, for reasons beyond its control, does not receive the actual grant money or receives a lesser amount than requested from the State of Illinois, the

CITY shall not be obligated to provide the GRANT FUNDS, or any money, to the SUBGRANTEE or may reduce the amount of the GRANT FUNDS as the CITY in its sole judgment deems necessary.

This PROJECT shall be identified as

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX which shall be used by the SUBGRANTEE on all payment requests and progress reports.

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

I. SCOPE OF SERVICE

A. Activities

The SUBGRANTEE will be responsible for administering an OUD Grant for PROJECT in a manner satisfactory to the CITY and consistent with any standards required as a condition of providing these funds. Such PROJECT will include the following activities eligible under the IOAA:

Project Delivery

The PROJECT will XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX.

General Administration

Not Applicable

B. Approved Abatement Programs

All activities funded with OUD funds must meet one of the IOAA approved abatement programs: treat opioid use disorder, support people in treatment and recovery, connect people who need help to the help they need (connections to care), address the needs of criminal justice-involved persons, address the needs or pregnant or parenting women and their families including babies with neonatal abstinence syndrome, prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids, prevent misuse of opioids, prevent overdoses deaths and other harms (harm reduction), first responders, leadership, planning, and coordination, training, and research.

The SUBGRANTEE certifies that the activity (ies) carried out under this Agreement will meet the following approved abatement program: XXXXXXXXXXXXXXXXXXXXXXXX.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as referrals provided, persons or households assisted, or amount of naloxone distributed, and should also include time frames for performance.

The SUBGRANTEE agrees to provide the following levels of project services:

Actions/Activities	XXXXXXXXXXXXXXXXXXXX
	X
The PROJECT's OUD funding will be used for	

D. Staffing

Any changes in the Key Personnel assigned or their general responsibilities under the PROJECT are subject to the prior written approval of the CITY.

E. Performance Monitoring

The SUBGRANTEE agrees to take any and all necessary steps to ensure the above-stated goals and performance measures are met. The CITY will monitor the performance of the SUBGRANTEE against goals and performance standards as stated above. SUBGRANTEE shall provide CITY all necessary reporting information, including but not limited to quarterly progress reports, as required in the administration and review of the PROJECT(s). 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 SUBGRANTEE within thirty (30) days after being notified by the CITY, contract suspension or termination procedures and repayment of expended funds will be initiated. Repayment by the SUBGRANTEE to the CITY will be required within sixty (60) days of receipt of a written demand for such repayment as given in the manner set forth in Section V.

II. **TIME OF PERFORMANCE**

Services of the SUBGRANTEE may start on the _____ day of _____, 2025 and end on the 31st day of December 2026. With thirty (30) days prior written approval of the CITY, the term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the SUBGRANTEE remains in control of OUD funds or other OUD assets, including program income, provided that the work for which the extension is requested is consistent with the SUBGRANTEE'S scope of service contained herein.

III. BUDGET

ODU grant funds shall be used solely for the stated purposes set forth in this Agreement and **EXHIBIT B**, and the expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including any reports required by CITY, evidencing the costs incurred. On a biannual basis, or more frequently as needed if requested, the SUBRICIPIENT shall tender an updated budget along with any and all supporting documents. Any and all interest earned on the OUD Funds shall be remitted to CITY. If the OUD Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the OUD Funds exceeds the eligible costs of the PROJECT, the amounts improperly expended or not expended shall be returned to CITY within thirty (30) days after the expiration or termination of this Agreement. CITY shall require delivery before payment is made for purchased goods, equipment or services unless CITY obtains satisfactory security from the vendor.

PROJECT costs shall be paid in accordance with the budget allocations outlined in **EXHIBIT B**. All costs incurred must be fully documented. Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(1) of this Agreement. In addition, the CITY may require a more detailed budget breakdown than the one contained herein, and the SUBGRANTEE 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 SUBGRANTEE.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the CITY under this Agreement, for the sole and express purpose of undertaking the scope of services for the PROJECT as specified in Paragraph I, shall not exceed **\$XX,XXX.00**. Reimbursement for the payment of eligible expenses shall be made against the line item budgets specified in Section III and Exhibit B 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.

Payments may be contingent upon certification of the SUBGRANTEE's financial management system. CITY reserves the right to suspend payments should the SUBGRANTEE fail to provide required reports in a timely and adequate fashion or if SUBGRANTEE fails to meet other terms and conditions of this Agreement.

SUBGRANTEE shall keep all records of the OUD grant funds in a manner

that is consistent with generally accepted accounting principles. All disbursements from OUD grant funds shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure. CITY may withhold payment allocation requests if SUBGRANTEE fails to comply with the above requirements until such compliance is demonstrated.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via regular mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means, such as e-mail. 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 Agreement shall be directed to the following representatives:

<u>CITY</u>	<u>SUBGRANTEE</u>
Chris Ragona	XXXXXXXXXXXXXXXXXX
<i>Director of Community Services</i>	<i>Executive Director</i>
City of Aurora	XXXXXX XXXXXXXX
Community Development Division	XXXXXXXXXXXXXXXXXX
44 E. Downer Place	Aurora, IL 60506
Aurora, IL 60507	Phone:
Phone: 630-256-3320	Email:
Fax: 630-256-3329	
Email: ragonac@aurora.il.us	

VI. GENERAL CONDITIONS

A. General Compliance

The SUBGRANTEE agrees to comply with the requirements of the IOAA and of the City of Aurora.

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 SUBGRANTEE shall at all times remain an "independent contractor" and not an employee of the CITY with respect to the PROJECT and 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 SUBGRANTEE is an independent contractor.

C. Hold Harmless

The SUBGRANTEE shall hold harmless, defend and indemnify the CITY, its elected officials, employees, and agents from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SUBGRANTEE's performance or nonperformance of the PROJECT and the services or subject matter set forth in this Agreement.

D. Workers' Compensation

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

E. Insurance & Bonding

The SUBGRANTEE shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the total grant amount. The SUBGRANTEE will be required to name the City of Aurora as additional insured on the Certificate of Insurance.

F. City Recognition

The SUBGRANTEE shall ensure recognition of the role of the CITY in the PROJECT and the provision of 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 SUBGRANTEE 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 SUBGRANTEE may amend, consistent with applicable terms and conditions, this Agreement at any time provided that such amendment(s) make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and/or approved by the CITY's governing body when deemed appropriate by the City in accordance with its policies and procedures. Such amendments shall not invalidate this

Agreement, nor relieve or release the CITY or SUBGRANTEE 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 PROJECT, 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 SUBGRANTEE.

G. Suspension or Termination

The CITY may suspend or terminate this Agreement if the SUBGRANTEE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and IOAA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the SUBGRANTEE to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the SUBGRANTEE to the CITY of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated for convenience by either the CITY or the SUBGRANTEE, 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 in its sole discretion may terminate the award in its entirety.

In the event of a breach by SUBGRANTEE, the CITY reserves its right to enforce any and all of its cumulative legal remedies and rights, including, without limitation, seeking monetary damages or injunctive relief. The parties agree that this Agreement is governed by the laws of the state of Illinois, and venue for any legal action shall be proper only in the Circuit Court of Kane County, Illinois.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

B. Documentation and Record Keeping

1. Records to be Maintained

The SUBGRANTEE shall maintain all records that are pertinent to the PROJECT and 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 IOAA approved abatement programs;
- c) Records required to determine the eligibility of activities;

2. Retention

The SUBGRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of project completion. 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The SUBGRANTEE 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 SUBGRANTEE 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 CITY's or SUBGRANTEE's responsibilities with respect to the PROJECT and 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, except to the extent such use or disclosure is required by applicable federal, state or local law.

5. Closeouts

The SUBGRANTEE'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 SUBGRANTEE has control over OUD grant funds, including program income.

6. Audits & Inspections

All SUBGRANTEE records with respect to any matters covered by this Agreement shall be made available to the CITY, 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. Any deficiencies noted in audit reports must be fully cured by the SUBGRANTEE within 30 days after receipt of notice of deficiency by the SUBGRANTEE. Failure of the SUBGRANTEE to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The SUBGRANTEE hereby agrees to have an annual agency audit conducted in accordance with current CITY policy concerning SUBGRANTEE audits and Uniform Guidance. SUBGRANTEE shall complete and sign the Audit Certification Form presented as **EXHIBIT C** of this Agreement.

C. Reporting and Payment Procedures

1. Indirect Costs

Indirect costs are not permitted for reimbursement.

2. Payment Procedures

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

3. Progress Reports

The SUBGRANTEE shall submit regular Progress Reports to the CITY in the form, content, and frequency as required by the CITY.

D. Procurement

1. Compliance

The SUBGRANTEE 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 project assets (unexpended program income, property, equipment, etc.) shall revert to the CITY upon termination of this Agreement.

VIII. PERSONNEL & PARTICIPANT CONDITIONS

A. Employment Restrictions

1. Prohibited Activity

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

B. Conduct

1. Assignability

The SUBGRANTEE shall not assign or transfer any of its duties and obligations in this Agreement without the prior written consent of the CITY thereto, including any assignments for claims for money due or to become due to the SUBGRANTEE from the CITY under this Agreement to a bank, trust company, or other financial institution.

IX. 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.

X. SECTION HEADINGS AND SUBHEADINGS

The Section headings of this Agreement are for convenience and reference only and in no way define, limit, or describe the scope or intent of this Agreement, and should be ignored in construing or interpreting this Agreement.

XI. WAIVER

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

XII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the CITY and the SUBGRANTEE 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 CITY and the SUBGRANTEE with respect to this Agreement.

XIII. SUBJECT TO FINANCIAL ASSISTANCE AGREEMENT

This Agreement is made subject to financial assistance agreements between the CITY and HUD, with the rights and remedies of the parties hereto being in accordance with this Agreement.

XIV. ATTORNEY'S OPINION

If requested, the SUBGRANTEE shall provide an opinion by its attorney,

in a form reasonably satisfactory to the Corporation Counsel of the City of Aurora, that all steps necessary to adopt this Agreement, in a manner binding upon the SUBGRANTEE, have been taken by the SUBGRANTEE.

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

CITY OF AURORA ILLINOIS ___ / ___
/2025

XXXXXXXXXXXXXXXXXX

BY: _____
SIGNATURE

BY: _____
BOARD CHAIRPERSON SIGNATURE

ITS: _____

BOARD CHAIRPERSON PRINTED
NAME

ATTEST: _____
CITY CLERK

ATTEST: _____
, EXECUTIVE DIRECTOR

(Federal Identification Number)

(UEI/DUNS Number)

EXHIBIT A
Approved Abatement Programs

EXHIBIT B**2025 OUD BUDGET****Project No. AOUD-2025-XX**

COLUMN A Designated Use of Funds	COLUMN B Total Amount/Value (Includes AOUD)	COLUMN C Amount of AOUD Funds
Direct Project Costs		
	\$	\$
SUBTOTAL:		\$
Personnel/Administrative Costs (salary/benefits)		
Not applicable	\$0	\$0
SUBTOTAL:	\$0	\$0
OVERALL PROJECT TOTAL (Direct Project Costs + Personnel Admin.):	\$	\$

EXHIBIT C
FY 2025
REPORTING OF TOTAL COMPENSATION OF SUBGRANTEE EXECUTIVES
Project No. AOUD-2025-XX

XX

For sub-awards equal to or greater than \$25,000, report the names and total compensation of each of the SUBGRANTEE's five most highly compensated executives for the SUBGRANTEE's preceding completed fiscal year, if:

- (A) 80 percent or more of its annual gross revenues is from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- (B) \$25,000,000 or more in annual gross revenues is from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- (C) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Name	Total Compensation
1.	
2.	
3.	
4.	
5.	

☐ Check here if the above qualification does not apply to the SUBGRANTEE organization.

(FFATA/FSRS)

 Signature, Board Chairperson

 Date signed

ATTEST:

 Signature, Executive Director

 Date signed

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

CASA Kane County

Program/Activity Receiving Federal Grant Funding

Child Advocacy for Abused & Neglected Children in Aurora

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant'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 ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant'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 to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, 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 calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federalagency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to 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 implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

_____, IL 60_____
Street City Zip

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Jim Di Ciaula

Title

Executive Director

Signature

Date

X