

EQUAL OPPORTUNITY EMPLOYER

**INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING
OF GENERAL ASSISTANCE FUNDS FOR THE SUPPORT OF
THE FREEPORT ART MUSEUM FOR THE OPERATION OF ITS smART AFTER
SCHOOL PROGRAM IN FREEPORT, ILLINOIS FOR THE YOUTH OF THE TOWN
OF FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE
CLIENTS OF THE TOWN OF FREEPORT**

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the “Grantor”) and the FREEPORT ART MUSEUM, a Not-for-Profit Corporation organized under the Laws of the State of Illinois and currently in Good Standing with the State of Illinois, which is currently conducting business at a location commonly known as 565 North Turner Avenue in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the “Grantee”).

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that “The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code”; and

WHEREAS, by Resolution passed on Monday, May 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the financial support of the FREEPORT ART MUSEUM’S smART After School Program (as further described herein and hereinafter known as the “SmART Program”) to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide “Basic Maintenance Services” to such Clients; and

WHEREAS, during Freeport Township's prior Fiscal Year beginning on May 1, 2020 and ending on April 30, 2021, the said SmART Program did exist but this Grantor did not provide any financial support to the Grantee for said Program; and

WHEREAS, the Grantee is satisfied that the proposed SmART Program to be operated by the Grantee during the Grantor's current Fiscal Year will be of direct benefit to the youth residents of the Grantor during the current Township Fiscal Year; and

WHEREAS, the Grantee is willing and able to operate the said SmART Program for the benefit of the youth residents of the Grantor and of the General Assistance Clients of the Grantor

(hereinafter, the “GA Clients”) and is willing to operate such SmART Program according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about May 1, 2023, and ending on April 30, 2024, in exchange for a flat-amount one-time grant payment of Thirty Thousand One Hundred Seventeen Dollars and No Cents (\$ 30,117.00); and

WHEREAS, the SmART Program is designed to provide youth with multi-disciplinary activities led by art professionals working in a variety of visual and performing art fields delivered onsite at our partner locations; more fully described in the one-page information flyer (a true, correct, and complete copy of which is marked as “Exhibit A,” attached hereto and incorporated by reference as if fully set forth herein); and

WHEREAS, the Grantee agrees to utilize the monies provided by the Grantor solely to pay the costs of operating the said SmART Program; and

WHEREAS, the Grantor is a non-Home Rule Unit of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, “(a) . . . Units of local government and school districts may contract and otherwise associate with individuals, associations, and **corporations** in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.”; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and of the General Assistance Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee shall operate said SmART Program (as further outlined in the Exhibit A attached hereto) to youth residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the “GA Clients”) in exchange for a one-time grant payment in the flat amount of Thirty Thousand One Hundred Seventeen Dollars and No Cents (\$ 30,117.00) (hereinafter, the “SERVICES”). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of operating said SmART Program as described above.

3. Payment By Grantor. In exchange for the Grantee operating the said smART Program during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Thirty Thousand One Hundred Seventeen Dollars and No Cents (\$ 30,117.00) (hereinafter, the "FUNDS") from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement. Grantee also further agrees that it shall utilize the FUNDS solely for the payment of the operating costs of the said smART Program as described above.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on May 1, 2023, and shall automatically terminate at 11:59 P.M. (Freeport Local Time) on April 30, 2024, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder, including but not a detailed list of the operating costs of said SmART Program paid from the FUNDS.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said medical transportation services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first-class United States Mail to the following:

To the Grantor: Patrick A. Sellers, Supervisor
Town of Freeport
524 West Stephenson Street, Suite 230
Freeport, Illinois 61032

To the Grantee: Mrs. Jessica Modica
FREEPORT ART MUSEUM
121 North Harlem Avenue
Freeport, Illinois 61032

Notices transmitted by first-class United States Mail shall be deemed received on the second business day after it was deposited in a United States Nail receptacle. "Business day" shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those SERVICES as specified in this Agreement unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in-person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instanter.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

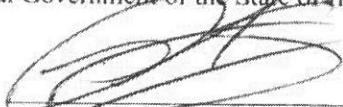
16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

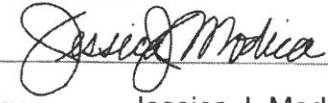
Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of ace, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if

IN WITNESSETH WHEREOF, the parties hereto have set their hands this 17 day of July, 2023.

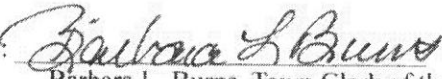
"the Grantor"
Town of Freeport, Illinois, a unit of
Local Government of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

"the Grantee"
FREEPORT ART MUSEUM,
a not-for-profit corporation of the
State of Illinois

By: 
Print Name: Jessica J. Modica
Print Title: Executive Director

ATTEST:

By: 
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

ATTEST:

By: _____
Print Name: _____
Print Title: _____

fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its medical transportation services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the medical transportation services including but not limited to all record keeping and report drafting as required by this Agreement.

20. Licensure. Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such home maintenance task services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/or operation of the medical transportation services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.

21. Access. (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the operation of the said SmART Program Program whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.

(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

EXHIBIT A



Our Mission

The Freeport Art Museum's mission is to create experiences that spark imagination and engagement in the arts for all people by presenting exhibitions and cultural events, advancing arts education and excelling in collection stewardship.

smArt After School Program

smArt After School is an important program the Freeport Art Museum (FAM) delivers to the Boys and Girls Club, and the YMCA. FAM provides multi-disciplinary activities led by art professionals working in a variety of visual and performing art fields delivered onsite at our partner locations.

The program began as a pilot program in 2016 aimed at supplementing the after-school programs at the Boys and Girls Club and the YMCA with high quality arts activities and reaches youth who do not have regular access to arts and cultural programming. For many years, the Boys and Girls Club and the YMCA have administered valuable after school programs at their facilities that focus on core subjects such as math, reading, science technology and engineering to assist youth in increasing their academic performance and test scores. However, they struggled to provide consistent arts activities that are proven to reinforce learning goals and are shown to be effective in responding to individual growth and development needs.

smArt After School integrates dynamic visual and performing arts activities in ways that **provide alternate problem solving approaches, strengthens teamwork, and boosts self-confidence.** Curricula and activities are developed to allow youth the explore a wide variety of artistic media and to achieve a high level of technical ability. One way the program achieved this can be seen in the **spoken word performances.** Each year, students work with Justin Saichek, a rapper and spoken word artist who teaches at West Middle School in Rockford. The activity

challenges students to practice language and writing skills, strengthened verbal communication skills and gives youth an opportunity to express their voice and creativity. FAM Director of Education and Exhibitions, Barry Treu, has become a much beloved teacher of many of the visual arts classes. Known as Mr. Barry or Art Man, he develops arts projects that both challenge and inspire students such as printmaking, drawing, painting and sculpture.

The population served by smArt is **youth aged 7 to 13** years old who are participating in the after school programs at the Boys and Girls Club and YMCA. FAM provides arts classes twice a week, one for each age group. The majority of youth impacted by the program live in the third ward and could be described as traditionally underserved, minority, and economically disadvantaged.

Each year, FAM will serve approximately **35-40 students each week** for a total of 25 weeks beginning in late October and concluding the end of May. We expect to have some returning and some new students each week. Based on previous numbers of youth served, we can estimate the total number of unduplicated students we expect to reach is approximately 130.

We have seen how integrating arts into an afterschool program can provide a key element to attracting youth, especially the hard-to-reach middle school and high school ages, because art activities allow for **individual expression and demonstration of their achievement**. This is essential given that youth in our community face a variety of difficult issues that affect their development, from unstable home environments and economic hardship to drugs and violence.

Programs like these are needed now more than ever. The pandemic has set back learning for all students, but it has taken an especially heavy toll on Black, Latinx, and Indigenous communities due to school closures. Data is still being collected and analyzed but early predictors show students of color were about three to five months behind in learning while white students were about one to three months behind.

Educators, parents, and students know firsthand the high cost of this prolonged period of remote learning, from rising rates of depression and anxiety to the loss of student learning.

Added to this, after school programs that are shown to keep students engaged in learning and help close learning gaps have been in jeopardy of being cut altogether. Prior to the pandemic, FAM was able to secure a grant from the United Way that provided support and financial stability for the program but when the impact of COVID-19 began to hit, they needed to shift funding to emergency aid and the grant was not continued. This has left the program in funding limbo. **Support from the Freeport Township could provide the necessary 'gap' funding for the program while we recover from the pandemic.**

There are currently no other arts-bases after school partnerships like smArt available to our school district.

Short term goals for the smArt project include the following:

- Provide multi-disciplinary arts programming for the BGC and YMCA after school program for the 2023-2024 school year
- Develop student appreciation of art and build knowledge of other cultures
- Increase student skill level in several traditional art media and offer ways to explore new art techniques
- Create opportunities for youth to take pride in their abilities and accomplishments

Long term goals and expectations for smArt include:

- Strengthen the museum's relationship with residents affiliated with the Boys and Girls Club by providing outreach programming
- Provide students with arts-based activities that foster **individual** growth
- Provide one or two special programs that invite parent/caregiver engagement

At the end of each 8 week session of smArt, a bus trip to the museum will be arranged to pick up from the Boys and Girls Club and deliver students, their family, and friends to tour the museum and participate in an art activity. Towards the end of the program, an exhibition of completed works will take place at the museum and an opening reception will take place in the student gallery where student work will be on display so that students, their families and friends, and the public will be invited to witness their accomplishments.

At least once during the course of the program parents and caregivers are invited to the Club to participate in a paint party, where they can create a painting alongside their child. These have become very popular in recent years, with attendance at the parties increasing to over 60 families. The paint parties also allow us to strengthen parent/caregiver engagement.

Outcomes:

1. The principal anticipated outcome from smArt After School is to contribute to the success of the afterschool programs at the Boys and Girls Club and the YMCA.
2. smArt After School is a collaborative outreach program designed to bring museum resources directly into areas of the community we have struggled to reach as an organization. By doing so, we plan to achieve the objective of **increasing equity and inclusion through the arts.**
3. FAM has identified an institutional objective of increasing access to the arts at the museum. We know that many members of our community remain largely unaware of the museum and the programs and activities we offer. We expect one outcome of smArt Afterschool will be that more families may gain new insight for how the museum can provide them with valuable cultural opportunities, especially as we **expand our footprint in the downtown district.**
4. One objective of the smArt program is to build a case for integrating arts programming offered by the museum into area schools, thereby establishing more community partnerships.
5. Additional anticipated outcomes include increasing **parent participation** in educational programming at the Boys and Girls Club and the YMCA and fostering community support of both organizations

EXHIBIT B

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EQUAL OPPORTUNITY EMPLOYER

**INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING
OF GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF
VARIOUS BASIC MAINTENANCE SERVICES TO RESIDENTS OF THE TOWN OF
FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE
CLIENTS OF THE TOWN OF FREEPORT**

THIS AGREEMENT made and executed by and between the **TOWN OF FREEPORT**, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the “Grantor”) and the **ST. VINCENT DE PAUL SOCIETY**, which is currently providing services at a location commonly known as 229 West Washington Place in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the “Grantee”).

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that “The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code”; and

WHEREAS, by Resolution passed on Tuesday, February 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the provision of various basic maintenance services to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide “Basic Maintenance Services” to such Clients even though the provision of such services by the Grantee herein may also benefit some Families who are not General Assistance Client of the Grantor (hereinafter, the “non-GA Clients”); and

WHEREAS, during the Grantor's Fiscal Year, which began on May 1, 2023, and which then ended on April 30, 2024, the Grantor provided such basic maintenance services through a written Agreement with the Grantee, and now being satisfied with the quality of such services as provided then by the Grantee, the Grantor now desires to provide the amount of the Grantor's Grant hereunder by an amount of twenty thousand Dollars and No Cents (\$ 20,000.00), to the Grantee during the Grantor's prior Fiscal Year and to continue to fund the Grantee's provision of such basic maintenance services during the Grantor's Fiscal Year which began on May 1, 2023, and which will end on April 30, 2024; and

WHEREAS, the Grantee is willing and able to utilize the funds granted hereby solely for providing such basic maintenance services to both non-GA Client Families and to the General Assistance Clients of the Grantor (hereinafter, the “GA Clients”) who are otherwise

financially unable to procure such basic maintenance services and is willing to provide such basic maintenance services as described in Exhibit A hereto according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about May 1, 2023, and ending on April 30, 2024, in exchange for a flat-amount one-time grant payment of Twenty Thousand Dollars and No Cents (\$20,000.00) from the Grantor; and

WHEREAS, the Grantor is a non-Home Rule Unit of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, “(a) . . . Units of local government and school districts may contract and otherwise associate with individuals, associations, and **corporations** in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.”; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and the General Assistance Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee, through its employees and volunteers at its site originating from within the City of Freeport, shall provide the basic maintenance services as described in Exhibit A of this Agreement (a copy of which is attached hereto and hereby incorporated by reference as if fully set forth herein) to the residents of the Grantor including, but not limited to General Assistance Clients of the Grantee (hereinafter, the “GA Clients”) in exchange for a one-time grant payment in the flat amount of twenty thousand dollars and no cents (\$20,000.00) (hereinafter, the “SERVICES”). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of providing such basic maintenance services to said persons as described above as described in the document attached Exhibit A hereto which is hereby incorporated by reference herein. The Grantee shall not require any person who is receiving basic maintenance services under this Grant Agreement to be subject to religious instruction without first obtaining the prior, written voluntary consent of said person or, if said person is less than eighteen years of age or disabled, then also of his/her parent or Guardian to said religious instruction.

3. Payment By Grantor. In exchange for the Grantee providing the above SERVICES during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Twenty Thousand Dollars (\$20,000.00) (hereinafter, the “FUNDS”) from the Grantor's

appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on May 1, 2022, and shall automatically terminate at 11:59 P.M. (Freeport Local Time) on April 30, 2023, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to administer said basic maintenance services as described in Exhibit A attached hereto and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

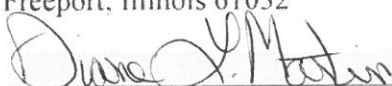
9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the

Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first-class United States Mail to the following:

To the Grantor: Patrick A. Sellers, Supervisor
Town of Freeport
524 West Stephenson Street, Suite 230
Freeport, Illinois 61032

To the Grantee: 
St. Vincent DePaul Society
229 West Washington Place
Freeport, Illinois 61032

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those specified in this Agreement unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantly.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency

situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of ace, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its medical

transportation services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the medical transportation services including but not limited to all record keeping and report drafting as required by this Agreement.

20. Licensure. Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such medical transportation services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/ or operation of the medical transportation services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.


21. Access. (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the provisions of basic maintenance services as described in Exhibit A hereto whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.

(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.


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IN WITNESSETH WHEREOF, the parties hereto have set their hands this 17 day of May, 2022


"the Grantor"
Town of Freeport, Illinois
a Unit of Local Government
of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

"the Grantee"
St. Vincent DePaul Society providing its
services at 229 West Washington Place,
Freeport, Illinois

By: 
By: _____
Print Name: Diane L Martin
Print Title: President

ATTEST:

By: 
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

ATTEST:

By: _____
By: _____
Print Name: _____
Print Title: _____

EQUAL OPPORTUNITY EMPLOYER

INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING OF GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF VARIOUS HOME MAINTENANCE TASKS SERVICES TO RESIDENTS OF THE TOWN OF FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE CLIENTS OF THE TOWN OF FREEPORT

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the “Grantor”) and the STEPHENSON COUNTY SENIOR CENTER, a Not-for-Profit Corporation organized under the Laws of the State of Illinois and currently in Good Standing with the State of Illinois, which is currently conducting business at a location commonly known as 206 East Stephenson Street in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the “Grantee”).

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that “The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code”; and

WHEREAS, by Resolution passed on Tuesday, February 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the provision of various home maintenance tasks services (as further outlined in the Senior Home Maintenance Program document issued by the Grantee) to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide “Basic Maintenance Services” to such Clients; and

WHEREAS, during Freeport Township's Fiscal Year beginning on May 1, 2020 and ending on April 30, 2021, the Grantor entered into a Financial Grant Agreement with the Grantee providing monies to the Grantee to provide such home maintenance task services in the total amount of Ten Thousand Dollars and No Cents (\$10,000.00); and

WHEREAS, the Grantee is satisfied with such home maintenance task services provided by the Grantee during the prior Fiscal Year and now desires to increase the amount of annual Financial Grant to the Grantee for the current Township Fiscal Year; and

WHEREAS, the Grantee is willing and able to provide such home maintenance task services to the residents and to the General Assistance Clients of the Grantor (hereinafter, the

“GA Clients”) and is willing to provide such home maintenance task services according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about May 1, 2023, and ending on April 30, 2024, in exchange for a flat-amount one-time grant payment of Twenty Five Thousand and No Cents (\$ 25,000.00) to be added to the remaining funds of which amount includes an allocation of Three Thousand Dollars and No Cents (\$ 3,000.00) to be used solely for the Grantee's costs in administering this Grant Agreement; and

WHEREAS, the Grantee is in need of the purchase of various items of personal property in order to provide such home maintenance task services and the Grantor is willing to allow the Grantee to utilize a portion of the above-defined grant funds for the purchase of the needed items as stated in the Senior Home Maintenance Program document issued by the Grantee (a true, correct and complete copy of said Senior Home Maintenance Program document is marked as “Exhibit A,” attached hereto and incorporated by reference as if fully set forth herein); and

WHEREAS, the Grantor is a non-Home Rule Unit of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, “(a) . . . Units of local government and school districts may contract and otherwise associate with individuals, associations, and **corporations** in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.”; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and of the General Assistance Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee, through its home maintenance task services originating from within the City of Freeport, shall provide home maintenance task services (as further outlined in the Senior Home Maintenance Program document issued by the Grantee and attached hereto as “Exhibit A” which shall include but not be limited to Tree Trimming and Tree Removal Services) to residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the “GA Clients”) in exchange for a one-time grant payment in the flat amount of Twenty Five Thousand Dollars and No Cents (\$ 25,000.00) (hereinafter, the “SERVICES”). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of providing such home maintenance task services; however, the Grantee shall utilize no more than

Three Thousand Dollars and No Cents (\$ 3,000.00) to cover its costs in administering this Intergovernmental Financial Grant Agreement.

3. Payment By Grantor. In exchange for the Grantee providing the above SERVICES during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Twenty Five Thousand Dollars and No Cents (\$ 25,000.00) (hereinafter, the "FUNDS") from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement. Grantee also further agrees that it shall not utilize more than Three Thousand Dollars and No Cents (\$ 3,00.00) of said FUNDS to pay its costs in the administration of this Financial Grant Agreement.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on May 1, 2023, and shall automatically terminate at 11:59 P.M. (Freeport Local Time) on April 30, 2024, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder, including but not a detailed list of the administration expenses paid from the FUNDS.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said medical transportation services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits

accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first-class United States Mail to the following:

To the Grantor: Patrick A. Sellers, Supervisor
Town of Freeport
524 West Stephenson Street, Suite 230
Freeport, Illinois 61032

To the Grantee: Ms. Sonja Shoemaker
Stephenson County Senior Center
1237 West Galena Avenue
Freeport, Illinois 61032

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those SERVICES as specified in this Agreement, unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantaneously.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default. A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if

fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its medical transportation services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the medical transportation services including but not limited to all record keeping and report drafting as required by this Agreement.


20. Licensure. Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such home maintenance task services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/or operation of the medical transportation services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.

21. Access. (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the operation of the home maintenance task services whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.

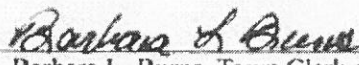
(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

IN WITNESSETH WHEREOF, the parties hereto have set their hands this ____ day of June, 2021.

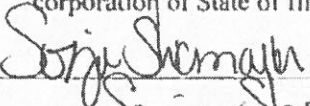
"the Grantor"
Town of Freeport, Illinois, a unit of
Local Government of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

ATTEST:

By: 
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

"the Grantee"
Stephenson County Senior Center
doing business as the Senior
Resource Center, a not-for-profit
corporation of State of Illinois

By: 
Print Name: Sonja Shoemaker
Print Title: Executive Director

ATTEST:

By: _____
Print Name: _____
Print Title: _____

EXHIBIT A

SENIOR HOME MAINTENANCE PROGRAM

In our efforts to further assist our home owning Senior population of Freeport, IL, the FREEPORT TOWNSHIP in collaboration with the SENIOR RESOURCE CENTER has established the **SENIOR HOME MAINTENANCE ASSISTANCE PROGRAM**.

This program has been designed to assist Senior residents of Freeport Township by focusing on three, potentially problematic areas of home maintenance for seniors.

- Landscaping
- Gutter Cleaning
- Leaf and Snow removal
- Fans/Air Conditioners
- **TREE REMOVAL/ TREE TRIMMING (Added Service)**
- **ADMINISTRATIVE COSTS (Added to program)**
 - *3% or \$3,000 of the \$60,000 will be used to help offset the costs incurred by the administration of this program*

Successful implementation of this program, could result in less senior related accidents while performing such tasks, ensuring that senior properties are well maintained avoiding nuisance citations, and last but not least, help to lift the burdens of such tasks off of our senior residents.

PROGRAM SYNOPSIS:

The Freeport Township will provide a financial grant to the Senior Resource Center of up to \$60,000, to cover the costs of the above services for our seniors who qualify. Eligibility requirements of this program will mirror the same eligibility requirements needed to attain Senior Resource Services.

The Senior Resource Center, will retain the sole discretion of picking the service providers for the aforementioned services. Within the contents of the grant agreement, the Freeport Township will request the Senior Resource Center to actively seek out the best prices for services rendered. This will in turn maximize the usage of grant funding thus enabling the program to assist more seniors.

The **SENIOR HOME MAINTENANCE ASSISTANCE PROGRAM** is a collaborative program, which will follow the fiscal budgeting schedule of the Freeport Township (i.e. May 1, to April 30).

EXPECTATIONS OF BOTH PARTIES

SENIOR RESOURCE CENTER:

1. Create a verified accounting process in order to closely monitor the expenditures of the program.
2. Find qualified professional service providers to conduct the services offered through the program.
3. Find the most cost-effective means of providing the program services. (Taking advantage of Senior Discounts as often as possible)
4. Keeping data on program participants
 - a. Contact information
 - b. Service dates
 - c. Services rendered
 - d. Service provider
 - e. Cost of service
5. Provide monthly expenditure report

A monthly expenditure report will be provided to the Town Board every second Monday of the month at the Township regular meeting. On occasion a representative from the Senior Resource Center may be requested to be present at the meeting, but mostly the report would be emailed directly to the Township Supervisor and Township CFO to be shared with the Town Board.

FREEPORT TOWNSHIP:

1. Provide funding for the program
2. Be a referral source for the program
3. Keep data of individuals referred to the program by Freeport Township
4. Keep record of program data as provided by the Senior Resource Center
5. Keep an open line of communication with the Senior Resource Center in order to fine tune the program

The **SENIOR HOME MAINTENANCE ASSISTANCE PROGRAM** is a pilot program, and once the funds from the program have exhausted, the program will be over until the following

year if continued. If at the end of the fiscal year there are funds remaining, and both parties mutually agree to continue the program, then the remaining funds will be rolled over into the next funding cycle. If either party agrees to terminate the program and there are funds remaining, then the remaining funds would be immediately return back to the Freeport Township.

***** This program not for landlords or rental properties. *****

EXHIBIT B

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EQUAL OPPORTUNITY EMPLOYER

INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING OF GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF VARIOUS HOME MAINTENANCE TASKS SERVICES TO RESIDENTS OF THE TOWN OF FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE CLIENTS OF THE TOWN OF FREEPORT

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the “Grantor”) and REBUILDING TOGETHER STEPHENSON COUNTY, a Not-for-Profit Corporation organized under the Laws of the State of Illinois and currently in Good Standing with the State of Illinois, which is currently conducting business at a location commonly known as 1010 S. Park Blvd, in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the “Grantee”).

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that “The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code”; and

WHEREAS, by Resolution passed on Tuesday, February 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the provision of various home maintenance tasks services (as further outlined in the Rebuilding Together Stephenson County document issued by the Grantee) to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide “Basic Maintenance Services” to such Clients; and

WHEREAS, Freeport Township's Fiscal Year beginning on May 1, 2023 and ending on April 30, 2024, the Grantor will enter into a Financial Grant Agreement with the Grantee providing monies to the Grantee to provide such home maintenance task services in the total amount of Thirty Thousand Dollars and No Cents (\$30,000.00); and

WHEREAS, the Grantor is satisfied with such home maintenance task services provided by the Grantee and now desires to provide a Financial Grant to the Grantee for the current Township Fiscal Year, which began on May 1, 2023; and

WHEREAS, the Grantee is willing and able to provide such home maintenance task

services to the residents and to the General Assistance Clients of the Grantor (hereinafter, the “GA Clients”) and is willing to provide such home maintenance task services according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about May 1, 2023, and ending on April 30, 2024, in exchange for a flat-amount one-time grant payment of Thirty Thousand and No Cents (\$ 30,000.00) to be used solely for the Grantee's costs in administering this Grant Agreement; any remaining balances will be used for 2024 projects; and

WHEREAS, the Grantee is in need of the purchase of various items of personal property in order to provide such home repair task services and the Grantor is willing to allow the Grantee to utilize a portion of the above-defined grant funds for the purchase of the needed items as stated in the Rebuilding Together Stephenson County document issued by the Grantee (a true, correct and complete copy of said Rebuilding Together Stephenson County document is marked as “Exhibit A,” attached hereto and incorporated by reference as if fully set forth herein); and

WHEREAS, the Grantor is a non-Home Rule Unit of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, “(a) . . . Units of local government and school districts may contract and otherwise associate with individuals, associations, and **corporations** in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities.”; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and of the General Assistance Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee, through its home repair task services originating from within the City of Freeport, shall provide home repair task services (as further outlined in the Rebuilding Together Stephenson County document issued by the Grantee and attached hereto as “Exhibit A” to residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the “GA Clients”) in exchange for a one-time grant payment in the flat amount of Thirty Thousand Dollars and No Cents (\$ 30,000.00) (hereinafter, the “SERVICES”). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of providing such home repair task services; any remaining balances will be used for FY 2024-2025 projects;

3. Payment By Grantor. In exchange for the Grantee providing the above SERVICES during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Thirty Thousand Dollars and No Cents (\$ 30,000.00) (hereinafter, the “FUNDS”) from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on May 1, 2023, and shall automatically terminate at 11:59 P.M. (Freeport Local Time) on April 30, 2024, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder, including but not a detailed list of the administration expenses paid from the FUNDS.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said medical transportation services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights

in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first-class United States Mail to the following:

To the Grantor: Patrick A. Sellers, Supervisor
Town of Freeport
524 West Stephenson Street, Suite 230
Freeport, Illinois 61032

To the Grantee: Mr. Hank Fairman
Rebuilding Together Stephenson County
1010 W. Park Blvd.
Freeport, IL 61032

Notices transmitted by first-class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays, or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those SERVICES as specified in this Agreement, unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantler.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of ace, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall be permitted to employ any licensed contractor needed to perform such SERVICES as prescribed, including, but not limited to (roofing, electrical, plumbing etc.)


19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement shall be performed by both paid and unpaid volunteers along with any licensed contractor as needed to complete the tasks of home maintenance services. The Grantee further represents and warrants that its paid and unpaid volunteer(s) are either being trained on the job, have experience, or retain a level of reasonable competence for the tasks at hand. The Grantee also agrees to record-keeping and monthly written reports on projects being completed with Grantor funds and sending those reports to Grantor contact person, Supervisor Patrick A. Sellers as required by this Agreement.

20. Access. (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the operation of the home maintenance task services whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.


(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

IN WITNESSETH WHEREOF, the parties hereto have set their hands this 8 day of June, 2023.


"the Grantor"
Town of Freeport, Illinois, a unit of
Local Government of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

"the Grantee"
Rebuilding Together Steph. Co.
a not-for-profit
corporation of State of Illinois

By: 
Print Name: HENRY S FAIRMAN
Print Title: CHAIR, BOARD OF DIRECTORS

ATTEST:

By: , Attest
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

ATTEST:


By: 
Print Name: Rachel Kirk
Print Title: Pastor, St. John UCC

EXHIBIT A

REBUILDING TOGETHER STEPHENSON COUNTY

CURRENT PLANNED PROJECTS 2023

Projects currently planned by Rebuilding Together Stephenson County for 2023 include:
1232 South Float, Freeport (Jesse Palmer) - replacing front and back steps, new front and back steel entry doors, front and back storm doors, replacing 8 windows, 10 ft. by 5 ft. area foundation repair, front porch, landscaping; paint, supplies and lift rental. (\$8,000)

604 East Garden, Freeport (Rita Hawkins) - paint exterior trim, replace lapboard siding where needed, two exterior storm doors, 2 exterior storm windows, 1 overhead garage door, 1 walk-in garage door, front porch awning, landscaping. (\$3,200)

We are also in need of:

A portable generator - \$1,000-\$1,500

An assortment of ladders (12 ft, 24 ft, 32 ft extension, and 4 ft and 8 ft step) - \$1,200

An enclosed trailer to enable storing and transporting of power tools and supplies from one work site to another. (\$5,000)

Dumpsters, porta-potties, and lunch for volunteers are also necessary expenses for every project.

1232 South Float, Freeport - (\$8,000)

604 East Garden, Freeport - (\$3,200)

Portable Generator - (\$1,500)

Assortment of Ladders - (\$1,200)

Enclosed Trailer - (\$5,000)

Dumpsters - (\$3,000)

Porta-potties - (\$1,000)

Lunch - (\$500)

Total - \$23,400

*The remaining balance of \$6,600
will be used to help with 2024,
projects.*

PROJECTS COMPLETED IN 2022



New Front Porch, fresh paint job, d
and landscaping.
532 N. Hardin Freeport, IL

EXHIBIT B

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EQUAL OPPORTUNITY EMPLOYER

INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING OF GENERAL ASSISTANCE FUNDS FOR THE CHILDREN'S HANDS-ON MUSEUM IN FREEPORT, ILLINOIS FOR THE YOUTH OF THE TOWN OF FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE CLIENTS OF THE TOWN OF FREEPORT

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the "Grantor") and the CHILDREN'S HANDS-ON MUSEUM, a Not-for-Profit Corporation organized under the Laws of the State of Illinois and currently in Good Standing with the State of Illinois, which is currently conducting business at a location commonly known as 1233 W Galena Avenue in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the "Grantee").

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that "The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code"; and

WHEREAS, by Resolution passed on Monday, May 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the financial support of the CHILDREN'S HANDS-ON MUSEUM (as further described herein and hereinafter known as the CHOM) to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide "Basic Maintenance Services" to such Clients; and

WHEREAS, during Freeport Township's prior Fiscal Year beginning on May 1, 2020 and ending on April 30, 2021, the said CHOM did exist but this Grantor did not provide any financial support to the Grantee for said Program; and

WHEREAS, the Grantee is satisfied that the proposed CHOM to be operated by the Grantee during the Grantor's current Fiscal Year will be of direct benefit to the youth residents of the Grantor during the current Township Fiscal Year; and

WHEREAS, the Grantee is willing and able to operate the said CHOM for the benefit of the youth residents of the Grantor and of the General Assistance Clients of the Grantor (hereinafter, the "GA Clients") and is willing to operate such CHOM according to the rules and

regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about May 1, 2023, and ending on April 30, 2024, in exchange for a flat-amount one-time grant payment of Thirty Thousand Dollars and No Cents (\$30,000.00); and

WHEREAS, the CHOM is designed to provide youth with a diverse creative center for hands-on learning through permanent and changing exhibits that stimulate intellectual curiosity and exploration in children of all types and backgrounds; more fully described in the one-page information flyer (a true, correct, and complete copy of which is marked as "Exhibit A," attached hereto and incorporated by reference as if fully set forth herein); and

WHEREAS, the Grantee agrees to utilize the monies provided by the Grantor solely to pay the costs of operating the said CHOM; and

WHEREAS, the Grantor is a non-Home Rule Unit of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, "(a) . . . Units of local government and school districts may contract and otherwise associate with individuals, associations, and **corporations** in any manner not prohibited by law or by ordinance. Participating units of government may use their credit, revenues, and other resources to pay costs and to service debt related to intergovernmental activities."; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and of the General Assistance Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee shall operate said CHOM (as further outlined in the Exhibit A attached hereto) to youth residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the "GA Clients") in exchange for a one-time grant payment in the flat amount of Thirty Thousand Dollars and No Cents (\$30,000.00) (hereinafter, the "SERVICES"). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of operating said CHOM as described above.

3. Payment By Grantor. In exchange for the Grantee operating the said CHOM during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Thirty

Thousand Dollars and No Cents (\$30,000.00) (hereinafter, the "FUNDS") from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement. Grantee also further agrees that it shall utilize the FUNDS solely for the payment of the operating costs of the said CHOM as described above.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall commence at 12:01 AM. (Freeport Local Time) on May 1, 2023, and shall automatically terminate at 11:59 P.M. (Freeport Local Time) on April 30, 2024, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder, including but not a detailed list of the operating costs of said CHOM paid from the FUNDS.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said medical transportation services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of

protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first-class United States Mail to the following:

To the Grantor: Patrick A. Sellers, Supervisor
Town of Freeport
524 West Stephenson Street, Suite 230
Freeport, Illinois 61032

To the Grantee: Mr. Alex T. Valencic
CHILDREN'S HANDS-ON MUSEUM
1233 W. Galena Ave.
Freeport, Illinois 61032

Notices transmitted by first-class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays, or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those SERVICES as specified in this Agreement unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5)

days written notice delivered by mail or in-person

to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantly.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not

regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its medical transportation services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the medical transportation services including but not limited to all record keeping and report drafting as required by this Agreement.


20. Licensure. Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such home maintenance task services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/or operation of the medical transportation services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.

21. Access. (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the operation of the said CHOM Program whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.


(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

IN WITNESSETH WHEREOF, the parties hereto have set their hands this ____ day of July, 2021.


"the Grantor"
Town of Freeport, Illinois, a unit of
Local Government of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

"the Grantee"
CHILDREN'S HANDS-ON MUSEUM
a not-for-profit corporation of the
State of Illinois

By: 
Print Name: Alexander T. Vebecic
Print Title: President, Board of Directors

ATTEST:

By:  Attest
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

ATTEST:

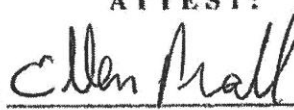
By: 
Print Name: Ellen Prell
Print Title: Secretary, Board of Directors

EXHIBIT A

CHILDREN'S HANDS-ON MUSEUM BUDGET & BROCHURE

- \$2,500 for school family nights
- \$1,000 for exhibit refurbishment
- \$1,500 for special events
- \$15,000 for an Everbrite exhibit
- \$10,000 to go toward the purchase of a Star Lab

Total - \$30,000

EXHIBIT B

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)

EQUAL OPPORTUNITY EMPLOYER

INTERGOVERNMENTAL AGREEMENT FOR THE GRANTING AND DISBURSING OF GENERAL ASSISTANCE FUNDS FOR THE PROVISION OF VETERANS' MEDICAL TRANSPORTATION SERVICES TO RESIDENTS OF THE TOWN OF FREEPORT INCLUDING BUT NOT LIMITED TO GENERAL ASSISTANCE CLIENTS OF THE TOWN OF FREEPORT

THIS AGREEMENT made and executed by and between the TOWN OF FREEPORT, a non-home rule unit of local government of the State of Illinois, acting by and through its Town Supervisor acting as the *Ex-Officio* Supervisor of General Assistance (hereinafter referred to as the "Grantor") and the STEPHENSON COUNTY VETERANS' ASSISTANCE COMMISSION, a Unit of Local Government of the State of Illinois which is currently conducting business at a location commonly known as 10 North Galena Avenue Street in the City of Freeport, County of Stephenson and State of Illinois (hereinafter, the "Grantee").

RECITALS

WHEREAS, Section 70-50 of the Illinois Township Code provides that "The township supervisor shall be *Ex-Officio* supervisor of general assistance in the township and shall administer the general assistance program in the township as provided in Articles VI, XI, and XII of the Illinois Public Aid Code"; and

WHEREAS, by Resolution passed on Tuesday, February 20, 2018, the Town Board of the Town of Freeport acknowledged the authority of the Supervisor of General Assistance for the Town of Freeport to enter into written contracts with agencies for grants or expenditures of General Assistance Funds, including but not limited to this Agreement; and

WHEREAS, the provision of medical transportation services to the Clients of the General Assistance Program as operated by the Grantor is within the authority of the Supervisor of the Grantor to provide "Basic Maintenance Services" to such Clients; and

WHEREAS, the Grantor has not previously provided such medical transportation services, and now desires to authorize the Grantee to provide such medical transportation services from the Grantee; and

WHEREAS, the Grantee is willing and able to provide such medical transportation services to the residents and to the General Assistance Clients of the Grantor (hereinafter, the "GA Clients") and is willing to provide such medical transportation services according to the rules and regulations of the State of Illinois (including but not limited to the statute commonly known as the Illinois Public Aid Code and the regulations issued thereunder) for the period of twelve months beginning on or about May 1, 2023, ending April 1, 2024 in exchange for a flat-amount one-time grant payment of Twenty-Five Thousand Dollars and No Cents (\$ 25,000.00) from the Grantor; and

WHEREAS, the Grantee is in need of the purchase of various items of personal property in order to provide such medical transportation services and the Grantor is willing to grant funds to the Grantee in support of the purchase of the needed items as stated on the attached list (a true, correct and complete copy of said list is marked as "Exhibit A," attached hereto and incorporated by reference as if fully set forth herein); and

WHEREAS, the Grantor and the Grantee are both non-Home Rule Units of Local Government of the State of Illinois and Section 10 of Article VII of the Illinois Constitution of 1970, as amended, states that, in pertinent part, "(a) Units of local government ... may contract or otherwise associate among themselves, ... to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. . . . Participating units of government may use their ... revenues ... to pay costs ... related to intergovernmental activities."; and

WHEREAS, the Supervisor of the Grantor has reviewed this proposed Intergovernmental Agreement and finds that his execution of said Intergovernmental Agreement on behalf of the Grantor is in the best interests of the health, safety, morals and general welfare of the residents and the GA Clients of the Grantor.

THEREFORE, IN EXCHANGE FOR THE MUTUAL PROMISES AND OTHER CONSIDERATION as described herein, the sufficiency of which is duly acknowledged by both parties hereto, the Grantor and the Grantee agree as follows:

1. Recitals. The parties hereto acknowledge and agree that the Recitals as set forth above are not mere preparatory language, are an integral and binding part of this Agreement.

2. Purpose. Grantee, through its transportation services originating from within the City of Freeport, shall provide medical transportation services to residents of the Grantor including but not limited to the General Assistance Clients of the Grantee (hereinafter, the "GA Clients") in exchange for a one-time grant payment in the flat amount of Twenty-Five Thousand Dollars and No Cents (\$ 25,000.00) (hereinafter, the "SERVICES"). The Grantee shall utilize the Grant Funds hereunder solely for the purpose of purchasing the items of personal property which are stated on the attached Exhibit A and which shall be utilized in order to provide such medical transportation services.

3. Payment By Grantor. In exchange for the Grantee providing the above SERVICES during the Term of this Agreement, the Grantor shall pay to the Grantee the flat-amount sum of Twenty-Five Thousand Dollars (\$ 25,000.00) (hereinafter, the "FUNDS") from the Grantor's appropriated General Assistance Funds as the sole and complete consideration for the provision of such SERVICES during the Term of this Agreement. Grantee agrees that it shall not request additional sums from the Grantor for the provision of such SERVICES during the Term of this Agreement.

4. Term. Notwithstanding the date of execution of this Agreement, this Agreement shall

commence at 12:01 AM. (Freeport Local Time) on May 1, 2023, and shall automatically terminate at 11:59 P. M. (Freeport Local Time) on April 30, 2024, unless terminated earlier as provided for in Section 14 of this Agreement. Time is of the essence in completing the services required by this Agreement.

5. Reports By Grantee. Grantee shall provide to the Grantor such reasonable written reports as may be requested by the Grantor detailing the SERVICES provided hereunder.

6. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations among the parties relating to the subject matter hereof, well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by all of the parties.

7. Assignment. The Grantee shall not assign this Agreement, or any of its powers or duties hereunder, without the written consent of the Grantor. Because the Grantor is relying upon the unique talents, knowledge and abilities of the Grantee to operate said medical transportation services and to provide the SERVICES as required hereunder, the Grantee shall not be allowed to assign or delegate its powers or duties under this Agreement.

8. Governing Law. The law of the State of the Illinois shall control the interpretation of this Agreement.

9. Independent Status. It is agreed by the parties hereto that at all times and for all purposes hereunder, the Grantor and the Grantee are and shall remain an independent entity. No employee of one party shall be construed to be an employee of the other party for any purpose whatsoever. No employee of one party shall be entitled to any of the rights, privileges or benefits accorded to an employee of the other party.

10. Non-Discrimination. No person shall be illegally excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this Agreement on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor and the Grantee hereby agree to undertake all efforts at reasonable accommodation as may be required by state or federal law.

11. Notices. All notices required or permitted under this Agreement shall be transmitted in writing, only by personal delivery or by certified, registered or first class United States Mail to the following:

To the Grantor: Patrick A. Sellers, Town Supervisor
Town of Freeport
201 East Exchange Street
Freeport, Illinois 61032

To The Grantee: Ms. Maryna Misiewicz, Superintendent
Stephenson County Veterans' Assistance Commission
10 North Galena Avenue, Suite 120
Freeport, Illinois 61032

Notices transmitted by first class United States Mail shall be deemed received on the second business day after it was deposited in a United States Mail receptacle. "Business day" shall not include Saturdays, Sundays or any other day declared as a legal holiday in the State of Illinois by the Illinois Compiled Statutes, as now or hereafter amended.

12. Severability. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of the Agreement. Upon the occurrence of such event, however, the Grantor or the Grantee may terminate this Agreement forthwith upon the delivery of the written notice of termination to the other Party. Prior to exercising this option to terminate, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

13. Services Not Provided For. The Grantee shall not be required to perform any services or actions other than those specified in this Agreement, unless this is approved in writing by the Grantor and by the Grantee. Such approval shall be considered to be a modification of this Agreement.

14. Early Termination.

(A) This Agreement shall be terminated for good cause only upon not less than five (5) days written notice delivered by mail or in person to the other Party, provided that in an emergency situation posing a substantial and imminent risk of injury to person or property, either Party may terminate this Agreement instantly.

(B) Except in emergency situations, written notice of termination shall be delivered as provided elsewhere herein. Prior to exercising this option to terminate in a non-emergency situation only, the Party seeking to terminate this Agreement shall notify and consult with the other Party in an effort to resolve the dispute.

(C) There shall be no duty to consult the other Party prior to termination in an emergency situation as provided in Paragraph (A) above.

15. Waiver Of Breach Or Default. A waiver of any default shall not be deemed to be a waiver of any subsequent default, A waiver of a breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by an authorized representative of each of the Parties.

16. Gender. The use of the masculine pronoun in this Agreement shall be construed and interpreted to include those of the feminine gender.

17. Compliance With Laws. In performing each of his actions, duties or services under this Agreement, the Grantee shall comply with any and all federal and state statutes, rules and regulations and any and all Agency ordinances and regulations pertaining to or regulating the provision of such services or actions including those now in effect or hereafter adopted. Any violation of said statutes, ordinances, rules or regulations by the Grantee shall entitle the Grantor to take appropriate corrective actions. Any such material violation by the Grantee shall entitle the Grantor to terminate this Agreement as provided in Section 14 above.

Specifically, the Grantee shall not deny any person the benefits under this Agreement, whether such person is an employee or customer or supplier of either the Grantee or of the Grantor, a General Assistance Client of the Grantor, an invitee of the Stephenson County Veterans' Assistance Commission, or otherwise, on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, unfavorable discharge from military service, citizenship status or arrest record. The terms utilized in the immediately preceding sentence shall have the same meaning as defined in the Illinois Human Rights Act, codified at 775 ILCS 5/1-101, *et seq.* The Grantor shall comply with any and all equal employment opportunity and affirmative action requirements required by federal, state or local laws, as now or hereafter amended. The Grantee shall strictly comply with each and every provision of the Equal Employment Opportunity clause required to be inserted in all contracts or agreements entered into by a unit of local government of the State of Illinois such as the Grantor by administrative regulations issued by the Illinois Department of Human Rights. A true, correct and complete copy of said Equal Employment Opportunity clause is marked as "Exhibit B," attached hereto and incorporated by reference as if fully set forth herein.

18. Subcontracts. Except as stated in Paragraph 19 immediately below, the Grantee shall not provide any of the SERVICES required by this Agreement by means of any individuals not regularly employed by it commonly referred to as Subcontractors or Independent Contractors.

19. Qualifications. The Grantor represents and warrants that all SERVICES provided under this Agreement, including but not limited to the setup and/or operation of its medical transportation services, shall ONLY be performed by its employees and by its regular unpaid volunteers and by no other person. The Grantee further represents and warrants that its employee(s) and its unpaid volunteer(s) are completely trained and fully qualified to provide all SERVICES under this Agreement including but not limited to the setup and/or operation of the medical transportation services including but not limited to all record keeping and report drafting as required by this Agreement.

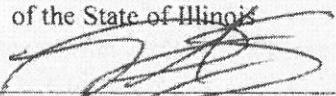
20. **Licensure.** Prior to undertaking any of the SERVICES required or permitted under this Agreement, the Grantor shall provide to the Grantee written proof of its current and valid license to conduct such medical transportation services in the County of Stephenson and/or State of Illinois. In the event that the Grantee's license should be canceled, suspended or revoked before he has completed all of the services required or permitted under this Agreement, then the Grantee shall inform the Grantor in writing at least twenty-four (24) hours after receiving notice of said suspension, cancellation or revocation, EXCEPT that in any event the Grantee shall notify the Grantor of such suspension, cancellation or revocation prior to initiating the setup and/or operation of the medical transportation services for residents of the Grantor on the business day immediately following the Grantee's receipt of the said Order for suspension, cancellation or revocation.

21. **Access.** (A) The Grantor shall at all times have reasonable access to the site of the administrative office for the operation of the medical transportation services whenever it is in preparation and progress for the purposes of determining the Grantee's compliance with the provisions of this Agreement.

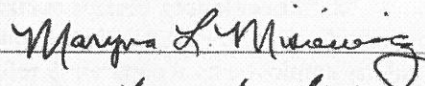
(B) The Grantor shall also be entitled to copies of such records and written materials generated by or for the Grantee in the provisions of any and all SERVICES under this Agreement for the purposes of determining the Grantee's compliance with the provisions of this Agreement. The Grantee shall deliver copies of any such document or designated material to the Grantor within Three (3) days of the Grantor's request for said document(s) as mailed to the Grantee in accordance with the provisions of Section 11 of this Agreement. Upon request by any authorized representative of the Grantor, the Grantee shall utilize reasonable efforts in an attempt to explain or clarify the meaning of the data contained in the documents or other materials delivered to the Grantor.

^{may} IN WITNESSETH WHEREOF, the parties hereto have set their hands this 17 day of ~~July~~, 2023.

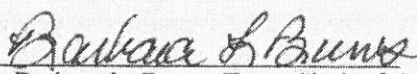
"the Grantor"
Town of Freeport, Illinois
a Unit of Local Government
of the State of Illinois

By: 
Patrick A. Sellers, Supervisor
Town of Freeport, Illinois

"the Grantee"
Stephenson County Veterans' Assistance
Commission, a Unit of Local Government of
the State of Illinois

By: 
Print Name: Maryna L. Misiewicz
Print Title: Superintendent

ATTEST:

By: 
Barbara L. Burns, Town Clerk of the
Town of Freeport, Illinois

ATTEST:

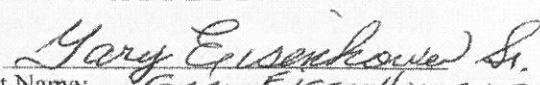
By: 
Print Name: GARY EISENHOWER SR.
Print Title: PRESIDENT

EXHIBIT A

The following equipment and supplies are to be purchased with the Town of Freeport's Grant Funds.

1. Emergency kit items, particularly fire extinguishers
2. New GPS for handicapped accessible van
3. New magnetic signs for 7-passenger minivan
4. New steps for full size van
5. Single step for 7-passenger minivan
6. Disposable blankets
7. Support handles for full size van
8. Hats for volunteer drivers

EXHIBIT B

**TITLE 44: GOVERNMENT CONTRACTS, PROCUREMENT AND PROPERTY
MANAGEMENT
SUBTITLE B: SUPPLEMENTAL PROCUREMENT RULES
CHAPTER X: DEPARTMENT OF HUMAN RIGHTS
PART 750 PROCEDURES APPLICABLE TO ALL AGENCIES
SECTION 750.APPENDIX A EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**

Section 750.APPENDIX A Equal Employment Opportunity Clause

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Act, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the contractor agrees as follows:

1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with this Part) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and this Part. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and this Part, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by this Part, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and this Part.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 35 Ill. Reg. 3695, effective February 18, 2011)