



Algonquin Impacted Business Relief Program

Round 3 - Application



Village of Algonquin

The Gem of the Fox River Valley

Impacted Business Relief Grant Application

Please complete the following forms and submit with the additional documents required for the Impacted Business Relief Program application package. Applications must be received no later than **5:00 PM on Friday, November 19, 2021**, dependent on funding availability. Additional submission information can be found in the Impacted Business Relief Grant Program Information document.

Business Information:

Business Legal Name: _____

Doing business as (DBA) or Trade Name: _____

Business Address: _____

Is this business located in McHenry County, Illinois?

☐

Yes

☐

No

Note: Only businesses located in McHenry County, Illinois, are eligible to receive funding through this grant program.

Businesses located in Kane County should direct inquiries to the county through their website at <https://www.countyofkane.org/>.

Business Phone: _____

Contact Person: _____

Contact Phone: _____

E-Mail Address: _____

Alternate Mailing Address: _____

Correspondence from the Village will be sent to the business address unless alternate mailing address is provided here.

Contact Name and/or Company: _____

Address: _____ **City, State, ZIP:** _____

To which address you like to receive payment, if approved?

☐

Business address

☐

Alternate Address

Federal Employer Identification Number (FEIN) or Taxpayer Identification Number (TIN): _____

Company Ownership:

Name	Address	Percent Owned	Role/Title
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Emergency Contact Information:

(This information will be made available to emergency services in the case of required emergency access to the building.)

Best Emergency Contact: _____

Best Emergency Phone: _____

Building Ownership Information:

☐

Own

☐

Lease *(if leased, please provide the additional information below.)*

Building Owner Name: _____

Building Owner Address: _____

Building Owner Emergency Phone: _____

Building Owner E-Mail: _____

_____ Square Footage Occupied _____ Lease Renewal Date

Tell us about your business:

- a. When did your business begin to operate? _____
- b. When did your business begin to operate in Algonquin? _____
- c. When did your business begin to operate at its current location? _____
- d. What percentage of your employees live in:

_____ Algonquin

_____ McHenry County

- e. Are you a minority-owned¹ business?

☐

Yes

☐

No

- a. Are you a woman-owned² business?

☐

Yes

☐

No

^{1,2} No funding preference is given to minority-owned or woman-owned businesses, but the State of Illinois requires this information as part of our reporting.

How has the COVID-19 health emergency impacted employment levels at your place of business?

- a. Number of employees as of this date in 2019: Full-time: _____ Part-time: _____
- b. Number of Employees as of this date in 2020: Full-time: _____ Part-time: _____

Please describe the economic impacts felt by your business/company from the COVID-19 health emergency substantiating the request including the purposes for which funds are needed in the space provided below.

Businesses are asked to demonstrate losses by contrasting revenues to the same eight-month period from March 1 through October 31 in 2019 and 2020. This is to be documented by submitting the same monthly [ST-1 Sales and Use Tax forms](#) that were submitted to the State of Illinois for each month from **March 1, 2019, to September 30, 2019, and from March 1, 2020, to September 30, 2020.** The documentation should isolate sales made at an Algonquin location only. If this is not possible for previous reports, please contact the Village to arrange for additional documentation. The Village of Algonquin does receive monthly reports of the amount of sales tax reported by each business. The information provided will be used to verify reported revenues where available. The ST-1 Sales and Use Tax can be found at the end of this document, as well as the [Internal Revenue Service W-9 form](#).

Certification:

I/we hereby certify that the information contained in the application and in all accompanying documentation attached hereto is true, to the best of my/our knowledge and is submitted for the purpose of obtaining financial assistance from the Impacted Business Relief Grant program administered by the Village of Algonquin. In conjunction with this request for assistance, I certify that if approved I will utilize these grant proceeds for specific purposes, as set forth, and adhere to the terms and procedures established by the Village under this Program. I hereby agree to provide such business and financial information as may be required from time to time. The Village has my/our permission to use this information as is necessary to assist my business needs and to make all inquiries deemed necessary to verify the accuracy of the statements made herein. The Village is authorized to use information about the program and its participants necessary to comply with reporting requirements to the Village Board and to the State of Illinois. These reports will be general in nature, and will strive to avoid disclosure of any business-specific data (see *disclaimers below*).

_____ <i>Printed Name</i>	_____ <i>Signature</i>	_____ <i>Role/Title</i>	_____ <i>Date</i>
_____ <i>Printed Name</i>	_____ <i>Signature</i>	_____ <i>Role/Title</i>	_____ <i>Date</i>

Privacy Protection Assertion:

☐ Check this line if you assert the following: "Pursuant to Section 7(g) of the Illinois Freedom of Information Act (5 ILCS 140/7(1)(g)) I hereby assert that the following information submitted with this application constitutes commercial or financial information that I am filing under a claim that this information is proprietary, privileged or confidential and that disclosure of such information would cause competitive hardship to my business." This assertion applies to:

Note: Signatures, Federal Employer ID Numbers or Social Security Numbers, tax return information, direct deposit routing numbers, signed W-9s and copies of driver's licenses and IDs are not subject to Disclosure under the Illinois Freedom of Information Act.



Account ID _____

This form is for: _____

(Reporting period)

You must round your figures to whole dollars. (See instructions.)

Step 1: Alcoholic Liquor Purchases (See instructions.)

If you are not required to report your purchases, go to Step 2.

Note: Distributors will also report your total purchases to us.**A** Total dollar amount of alcoholic liquor purchased
(invoiced and delivered) _____**Step 2: Taxable Receipts**

1 Total receipts (Include tax.)	1 _____
2 Deductions - include tax collected (From Schedule A, Line 30.)	2 _____
3 Taxable receipts (Subtract Line 2 from Line 1.)	3 _____

Step 3: Tax on Receipts

Sales from locations within Illinois

General merchandise

4a _____ x _____ = **4b** _____
(rate)

Food, drugs, and medical appliances

5a _____ x _____ = **5b** _____
(rate)

Sales from locations outside Illinois

General merchandise

6a _____ x .0625 = **6b** _____

Food, drugs, and medical appliances

7a _____ x .01 = **7b** _____

Sales at prior rates

Receipts taxed at other rates

8a _____ x _____ = **8b** _____
(rate)**9** Tax due on receipts
(Add Lines 4b, 5b, 6b, 7b, and 8b.) **9** _____**Step 4: Retailer's Discount and Net Tax on Receipts**

10 Retailer's discount - If qualified, multiply Line 9 by the applicable rate. (See instructions.)	10 _____
11 Net tax due on receipts (Subtract Line 10 from Line 9.)	11 _____

Step 5: Tax on Purchases

General merchandise

12a _____ x .0625 = **12b** _____

Food, drugs, and medical appliances

13a _____ x .01 = **13b** _____

Purchases at other rates

14a _____ **14b** _____**15** Tax due on purchases(Add Lines 12b, 13b, and 14b.) **15** _____**Step 6: Net Tax Due****16** Tax due from receipts and purchases(Add Lines 11 and 15.) **16** _____**16a** Manufacturer's Purchase Credit(See instructions.) **16a** _____**17** Prepaid sales tax(Attach PST-2 copy A.) **17** _____**18** Quarter-monthly (accelerated)
payments **18** _____**19** Total prepayments(Add Lines 16a, 17, and 18.) **19** _____**20** Net tax due(Subtract Line 19 from Line 16.) **20** _____**Step 7: Payment Due****21** E911 Surcharge and ITAC Assessment
(From Schedule B, Line 10.) **21** _____**22** Excess tax, surcharge, and
assessment collected (See instructions.) **22** _____**23** Total tax, surcharge, and assessment
due (Add Lines 20, 21, and 22.) **23** _____**24** Credit amount(See instructions.) **24** _____**25** Payment due(Subtract Line 24 from Line 23.) **25** _____**Step 8: Sign Below**

Under penalties of perjury, I state that I have examined this return, and to the best of my knowledge, it is true, correct, and complete. The information in this return is taken from the records of the business for which it is filed.

Taxpayer _____

Phone _____

Date _____

Preparer _____

Phone _____

Date _____

ST-1 (R-07/19)Use this form **only** if a preprinted form is not available.

Owner's name _____

Business name _____

Business address _____

Mailing address _____

Make your payment to

ILLINOIS DEPARTMENT OF REVENUE
RETAILERS' OCCUPATION TAX
SPRINGFIELD IL 62796-0001

Schedule A — Deductions**Section 1: Taxes and miscellaneous deductions - If no Section 1 deductions, go to Section 2.**

1	Taxes collected on general merchandise sales and service	1	_____
2	Taxes collected on food, drugs, and medical appliances sales and service	2	_____
3	E911 Surcharge and ITAC Assessment collected	3	_____
4	Resale	• 4	_____
5	Interstate commerce	• 5	_____
6	Manufacturing machinery and equipment (MM&E) - Do <u>not</u> include deduction for graphic arts.	• 6	_____
7	Farm machinery and equipment	• 7	_____
8	Graphic arts machinery and equipment - Do <u>not</u> combine with deduction for MM&E on Line 6.	• 8	_____
9	Supplemental Nutrition Assistance Program (SNAP - formerly called food stamps)	• 9	_____
10	Enterprise zone		
a	Sales of building materials	• 10a	_____
b	Sales of items other than building materials	• 10b	_____
11	High impact business		
a	Sales of building materials	• 11a	_____
b	Sales of items other than building materials	• 11b	_____
12	River edge redevelopment zone building materials	• 12	_____
13	Exempt organizations	• 13	_____
14	Uncollectible debt on which tax was previously paid	• 14	_____
15	Sales of service - Identify here: _____	15	_____
16	Other (including cash refunds, newspapers and magazines, etc.) - Identify below. _____	16	_____
17	Total Section 1 deductions. Add Lines 1 through 16.	17	_____

Section 2: Motor fuel deductions - If no Section 2 deductions, go to Section 3.

State motor fuel tax (See instructions.)		Number of gallons/DGEs/GGEs	Rate		
18	Gasoline	18a _____	x _____	=	18b _____
19	Gasohol and majority blended ethanol	19a _____	x _____	=	19b _____
20	Diesel (including biodiesel and biodiesel blends)	20a _____	x _____	=	20b _____
21	Dieselhol and other fuels at diesel rate	21a _____	x _____	=	21b _____
22	Liquefied natural gas and liquefied petroleum gas	22a _____	x _____	=	22b _____
23	Compressed natural gas and other fuels at gasoline rate	23a _____	x _____	=	23b _____
Specific fuels sales tax exemption		Receipts	Percentage		
24	Biodiesel blend (no less than 1% but no more than 10% biodiesel)	24a _____	x 20% (.20)	=	24b _____
25	Biodiesel blend (more than 10% but no more than 99% biodiesel)	25a _____	x 100% (1.00)	=	25b _____
26	100 percent biodiesel	26a _____	x 100% (1.00)	=	26b _____
27	Majority blended ethanol fuel	27a _____	x 100% (1.00)	=	27b _____
28	Other motor fuel deductions _____				28 _____
29	Total Section 2 deductions. Add Lines 18b through 28.				29 _____

Section 3: Total deductions

30	Add Lines 17 and 29. Enter this amount on Step 2, Line 2 on the front page of this return.	30	_____
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Schedule B — E911 Surcharge and ITAC Assessment**Receipts from retail transactions of prepaid wireless telecommunications service**

1	Enter receipts subject to E911 Surcharge and ITAC Assessment.	1	_____
Figure your breakdown of retail transactions for Chicago locations			
2	For Chicago locations	2a _____	x _____ = 2b _____
3	For Chicago locations at prior rates	3a _____	x _____ = 3b _____
4	Total for Chicago locations. Add Lines 2b and 3b.	4	_____
Figure your breakdown of retail transactions for non-Chicago locations			
5	For non-Chicago locations	5a _____	x _____ = 5b _____
6	For non-Chicago locations at prior rates	6a _____	x _____ = 6b _____
7	Total for non-Chicago locations. Add Lines 5b and 6b.	7	_____
Figure your net E911 Surcharge and ITAC Assessment			
8	Total E911 Surcharge and ITAC Assessment. Add Lines 4 and 7.	8	_____
9	Discount - If you qualify, multiply Line 8 by the applicable rate. See instructions.	9	_____
10	Subtract Line 9 from Line 8. Enter this amount on Step 7, Line 21.	10	_____



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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STATE OF ILLINOIS BUSINESS INTERRUPTION GRANT PROGRAM CERTIFICATIONS AND REQUIREMENTS

The Business Interruption Grant Program (the "Program") is supported by grant agreements ("Agreement" or "Agreements") between the Illinois Department of Commerce and Economic Opportunity (the "Department") and qualified Grantees ("Grantee") which authorize the Department to grant funds to the Grantee ("Award" or "Awards") in support of eligible activities under the Program. The Agreements authorize the Grantee to provide sub-awards to eligible participants that meet certain conditions. As an eligible participant, your Business ("subrecipient") is required to utilize these grant proceeds for specific purposes, as set forth below. Additionally, you shall adhere to the terms and procedures established by the Grantee under this Program, including the Department's administrative rules (available [here](#)).

As a subrecipient, to participate in the program, you must remain in compliance with the terms and certifications set forth below. Please review the below items carefully, as your business and its representatives shall warrant that all material facts presented are accurate. If your business is unable to provide this assurance, it is ineligible to receive an Award under this Program. Frequently asked questions and eligibility guidelines may be found [here](#).

General Covenants, Representations, and Warranties

As the authorized representative of the subrecipient, I agree and certify that:

1. The subrecipient is a business that is independently owned and operated, is not dominant in its field, and employs at least one employee as of March 1, 2020.
2. The subrecipient has incurred eligible costs and losses due to a business interruption caused by COVID-19 that is equal to or greater than the value of the subaward.
3. The applicant understands that any funding provided by this subaward is being provided under the Program, and is authorized under the Coronavirus Aid, Relief, and Economic Security Act, P.L. 116-136 (the CARES Act).
4. The applicant shall use the subaward for eligible losses and costs as established by the Department and the U.S. Department of the Treasury.
5. The information and supporting documentation provided on behalf of the subrecipient for the Program application, the ACH Authorization and Agreement, the IRS Form W-9, is true and accurate in all material respects. The subrecipient understands that the Grantee will transfer the subaward via ACH to the bank account indicated on the ACH Authorization form.
6. The subrecipient has the legal authority to apply for federal, State and local assistance, and that the subrecipient will comply with the established requirements of this subaward.
7. The subrecipient has complied and will continue to comply with all relevant laws, regulations, and executive orders from the State and federal government, including the social distancing guidelines as promulgated by the Executive Orders of the Illinois Governor.

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8. The subrecipient will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by any applicable federal, State, and local agencies for the maintenance and operation of such facilities.

9. The subrecipient will continue to comply, as applicable, with the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), the Davis-Bacon Act (40 U.S.C. 276a-276-1), the Drug-Free Workplace Act of 1988 (44 CFR, Part 17, Subpart F), the Fair Labor Standards Act (29 U.S.C. 201), and the Illinois Prevailing Wage Act (820 ILCS 130/1).

10. The subrecipient will comply with all relevant laws and regulations concerning nondiscrimination.

11. That the subrecipient will pay no appropriated funds to any person for influencing or attempting to influence an officer or employee of federal, State or local government, or an employee of a member of any federal, State or local government in connection with the awarding of any State and federal contract, the making of any State and federal grant, the making of any State and federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State and federal contract, grant, loan or cooperative agreement.

12. The applicant is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or Federal department or agency, and will not enter into a contract with a contractor who is on any federal or state debarred contractor list.

13. The subrecipient will prohibit employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents an appearance of personal or organizational conflict of interests or personal gain.

14. The subrecipient will take all practical steps to remain viable, solvent, and in operation. Additionally, the subrecipient attests that the subrecipient has not taken any material steps to dissolve the subrecipient, permanently cease operations, or sell substantially all of its assets in 2020.

15. The subrecipient has no lawsuits, claims, suits, proceedings or investigations pending, to the knowledge of the subrecipient and its authorized representative, threatened against or affecting the subrecipient (or its officers and directors) in respect of the assets or the subrecipient nor, to the knowledge of the subrecipient and its authorized representative, is there any basis for any of the same, and there is no lawsuit, suit or proceeding pending in which the subrecipient is the plaintiff or claimant which relates to the subrecipient or its assets.

16. The subrecipient has no action, suit or proceeding pending or, to the knowledge of the subrecipient or its authorized representative, threatened which questions the legality or propriety of the transactions contemplated by this Agreement.

17. The subrecipient has not received any notice of any investigation conducted or charges, complaints or actions brought by the State of Illinois or any governmental body within the State of Illinois regarding the Business or its officers and directors.

18. Neither the subrecipient nor its officers and directors have received any notice that it is the subject of any criminal investigations or charges.

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19. The subrecipient will hold harmless the United States and its agents and employees, the state of Illinois and its agents and employees, from and against all claims, damages, losses, and expenses arising out of or resulting from the approval of work, regardless whether such claim, damage, loss or expense is entirely or in part by the United States or the State of Illinois. The subrecipient understands that the release of all information by the Department and the Grantee, in any manner, is hereby authorized whether such information is of record, and I hereby release all persons, agencies, firms, companies, and entities, from any damages resulting from such information.

(i) The subrecipient acknowledges that the Illinois False Claims Act (740 ILCS 175/1, et seq.) applies to this certification, and any false claims or representations made by the subrecipient or its authorized representative in connection with the Program may subject the subrecipient or its authorized representative to liability under the Illinois False Claims Act and other applicable law.

Program-Specific Covenants, Representations, and Warranties

The subrecipient hereby represents to the Grantee and the Department, **as the grantor of the Program**, that the following is true and correct and, except where expressly noted, shall remain true and correct:

(ii) The subrecipient will use the proceeds of the subaward supported by the Program exclusively for costs and losses incurred due to the business interruption or other adverse conditions caused by the Coronavirus Disease 2019 (COVID-19) pandemic. For purposes of this Program, costs incurred during a business interruption may be classified as a cost related to COVID-19. Grant proceeds may be used to reimburse costs and losses such as inventory, equipment (including Personal Protective Equipment and other supplies to promote health and safety), compensation (including salaries, wages, tips, paid leave, and group healthcare benefits), rent, technology to facilitate e-commerce, professional services procured (including the design and construction of environments necessary to promote physical and social distancing and cleaning and disinfecting services) and other costs of operation in accordance with the applicable administrative rules or the policy directives of the grantor that was incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. All spending related to this program must be reimbursable by the Federal Coronavirus Relief Fund, as prescribed by 601(a) of the Social Security Act and added by section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act including all subsequent federal guidance. Expenses that have been or will be reimbursed under any other federal program are not eligible for reimbursement through the proceeds of this subaward.

(iii) The subrecipient (and all businesses owned, operated, or affiliated with the subrecipient) is eligible to receive a subaward in this round of disbursements and to apply for grant funds in future rounds. However, the value of the current subaward will be deducted from any future subaward granted to the business under this program.

Requirements Between Grantee and Subrecipients

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As stipulated in the Agreements between the Department and the Grantee, the Grantee must include language for any sub-awards made pursuant to these Agreements between the Department and the Grantee. All sub-awardees (subrecipients) are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor. The requirements of the Grantee below shall also apply to the subrecipient unless otherwise stipulated.

- (i) **Records Retention.** Grantee shall maintain for five (5) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with guidance provided by the U.S. Department of the Treasury labeled "Memorandum for Coronavirus Relief Fund Recipients" dated July 2, 2020, and the minimum requirements of 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.
- (ii) **Accessibility of Records.** Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.
- (iii) **Failure to Maintain Books and Records.** Failure to maintain books, records and supporting documentation shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
- (iv) **Subrecipients/Delegation.** Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.
- (v) **Application of Terms.** Grantee shall advise any subrecipient of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its subrecipients, Grantee shall insert term(s) that requires that all subrecipients adhere to the terms of this Agreement.
- (vi) **Access to Documentation.** The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access

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- to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
- (vii) Cooperation with Audits and Inquiries, Confidentiality. The Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement shall not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

The individual below, acting in the capacity to represent the Business ("subrecipient") in completion of this certification, certifies that all information contained herein, is true to the best of his/her knowledge and belief. I declare under penalty of perjury that the above statements are true and correct.

Authorized Representative

_____	_____	_____	_____
Signature	Name	Title	Date

Conflict of Interest Disclosure

Award applicants and recipients of awards from the State of Illinois (collectively referred to herein as "Grantee") must disclose in writing to the awarding State agency any actual or potential conflict of interest that could affect the State award for which the Grantee has applied or has received. See 30 ILCS 708/35; 44 Ill. Admin. Code § 7000.40(b)(3); 2 CFR § 200.112. A conflict of interest exists if an organization's officers, directors, agents, employees and/or their spouses or immediate family members use their position(s) for a purpose that is, or gives the appearance of, being motivated by a desire for a personal gain, financial or nonfinancial, whether direct or indirect, for themselves or others, particularly those with whom they have a family business or other close associations. In addition, the following conflict of interest standards apply to governmental and non-governmental entities.

Definitions:

Governmental Entity. If the Grantee is a governmental entity, no officer or employee of the Grantee, member of its governing body or any other public official of the locality in which the award objectives will be carried out shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

Non-governmental Entity. If the Grantee is a non-governmental entity, no officer or employee of the Grantee shall participate in any decision relating to a State award which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested, or which affects the personal interest of a spouse or immediate family member, or has any financial interest, direct or indirect, in the work to be performed under the State award.

The Grantee shall also establish safeguards, evidenced by policies, rules and/or bylaws, to prohibit employees or officers of Grantee from engaging in actions, which create or which appear to create a conflict of interest as described herein.

The Grantee has a continuing duty to immediately notify the Department of Commerce and Economic Opportunity (the "Department") in writing of any actual or potential conflict of interest, as well as any actions that create or which appear to create a conflict of interest.

Are there any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied?

☐ No

☐ Yes

If there are any current potential conflict(s) of interest, or any actions that create or which appear to create a conflict of interest, related to the State award for which your organization has applied, please describe them all here:

If the Grantee provided information above regarding a current potential conflict of interest or any actions that create or appear to create a conflict of interest, the Grantee must immediately provide documentation to the applicable Department grant manager to support that the potential conflict of interest was appropriately handled by the Grantee's organization. If at any later time, the Grantee becomes aware of any actual or potential conflict of interest, the Grantee must notify the Department's grant manager immediately, and provide the same type of supporting documentation that describes how the conflict situation was or is being resolved.

Supporting documentation should include, but is not limited to, the following: the organization's bylaws; a list of board members; board meeting minutes; procedures to safeguard against the appearance of personal gain by the organization's officers, directors, agents, and family members; procedures detailing the proper internal controls in place; timesheets documenting time spent on the award; and bid documents supporting the selection of the contractor involved in the conflict, if applicable.

By signing this document, below, as the duly authorized representative of Grantee, I hereby certify that:

- All of the statements in this Conflict of Interest Disclosure form are true, complete and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. (U.S. Code, Title 18, Section 1001).
- If I become aware of any situation that conflicts with any of the representations herein, or that might indicate a potential conflict of interest or create the appearance of a conflict of interest, I or another representative from my organization will immediately notify the Department's grant manager for this award.
- I have read and I understand the requirements for the Conflict of Interest Disclosure set forth herein, and I acknowledge that my organization is bound by these requirements.

Grantee Organization (Company Name) _____

Signature of Authorized Representative

Date

Printed Title (Authorized Signator Title)

420-00-2433

Printed Name (Authorized Signator Name)

CSFA Number