

6-28-96

38-R-96

A RESOLUTION

Authorizing the City Manager to Execute
a Grant Agreement with the
Illinois Department of Commerce and Community Affairs

WHEREAS, the City of Evanston is interested in improving the operations at the Recycling Center at 2222 Oakton Street by adding automatic sorting capabilities for aluminum and steel cans; and

WHEREAS, the City has applied for financial assistance in the form of a grant for a part of the expenses of said improvements and the Illinois Department of Commerce and Community Affairs has accepted the City's grant application and awarded a grant for part of the expenses of the improvements in the amount of \$59,244; and

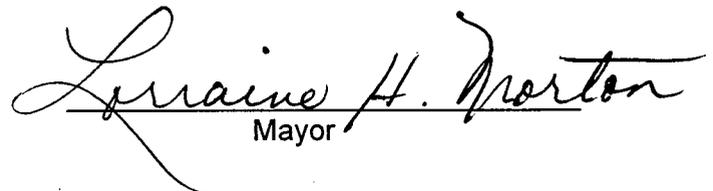
WHEREAS, said improvements are in the best interest of the City of Evanston.

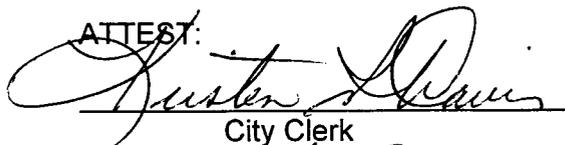
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

SECTION 1: That the City Manager of the City of Evanston is hereby authorized to sign the grant agreement marked as Exhibit A attached hereto and incorporated herein by reference.

SECTION 2: That the City Manager of the City of Evanston is hereby authorized and directed to negotiate any additional conditions as are in the best interest of the City of Evanston.

SECTION 3: That this Resolution shall be in full force and effect following its passage and approval in the manner required by law.


Mayor

ATTEST:

City Clerk

Adopted July 8, 1996

GRANT AGREEMENT

State of Illinois

Department of Commerce and Community Affairs

This Grant Agreement is entered into at Springfield, Illinois, by and between the Illinois Department of Commerce and Community Affairs (the "Department" or "State") and City of Evanston ("Grantee") whose principal office is 2100Ridge Avenue, Evanston, IL 60201-2798. The Department and Grantee are referred to herein as the "Party" or "Parties", as appropriate.

WHEREAS, the Department is authorized by the Illinois Solid Waste Management Act (the "Act"), 415 ILCS 20/1, et seq., to provide recycling grants to businesses, not-for-profit groups and governmental organizations for the purposes of increasing the quantity of materials recycled in Illinois; developing and implementing innovative recycling methods and technologies; developing and expanding markets for recyclable materials; and increasing the self-sufficiency of the recycling industry in Illinois;

WHEREAS, Title V of the Illinois Environmental Protection Act establishes the Solid Waste Management Fund (the "Fund") and authorizes the Department to utilize moneys from the Fund to accomplish the purposes set forth in the Act (415 ILCS 5/22.15);

WHEREAS, Grantee has submitted an application requesting a grant from the Department to partially fund the Project described in Exhibit A;

WHEREAS, the Department has determined that the Project described in Exhibit A is consistent with the objectives established by the Act and is eligible for funding under the appropriate recycling program administered by the Department pursuant to the Act;

THEREFORE, the Parties agree as follows:

ARTICLE 1: DEPARTMENT OBLIGATIONS

SECTION 1. Grant Amount

Department agrees to provide a grant in an amount not to exceed \$59,244.00 to Grantee, subject to the terms and conditions of this Agreement.

SECTION 2. Payment

Payment of the grant amount shall be made to the Grantee as follows:

2.1 Initial Payment. An initial payment of \$29,622.00 (50% of the grant amount) will be authorized after the Department has executed this Agreement and upon receipt of the executed payment request form provided by the Department for the initial payment.

2.2 Interim Payment. An interim payment of \$23,697.60 (40% of the grant amount) will be authorized upon receipt of the following submittals from the Grantee:

- (i) executed payment request form provided by the Department for the interim payment;
- (ii) executed copies of any third party agreements referenced in Exhibit A;
- (iii) paid invoices, canceled checks or other documentation clearly evidencing that the equipment or materials identified in Exhibit B to be purchased with grant funds have been purchased by Grantee subsequent to the execution date hereof
- (iv) Interim report described in Exhibit A.

2.2 Final Payment. Ten (10%) percent of the grant amount will be retained until Project Completion. "Project Completion" occurs when all required tasks have been performed and all required deliverables have been submitted and accepted by the Department in accordance with the provisions of Exhibit A. Final payment of \$5,924.40 will be authorized upon verification of Project Completion by the Department and upon receipt of the following submittals:

- (i) executed payment request form provided by the Department for the final payment;
- (ii) written certification from Grantee certifying that all services have been performed and all deliverables have been submitted to the Department in accordance with Exhibit A.

2.3 Refusal to Authorize Payment/ Right to Refund. The Department may refuse to authorize final payment or require a refund from grantee in the following events:

- (i) Grantee has failed to complete the Project in accordance with Exhibit A;
- (ii) Grantee has failed to comply with the mandatory recycled-content products requirements set forth in Exhibit A;
- (iii) the actual expenditure of grant funds for Project expenditures is less than the amount projected in Exhibit B; Grantee has not made its required financial contribution to the Project in accordance with Exhibit B; or, grant funds have not been expended in accordance with Exhibit B without Department's approval as required in Section 8.2 hereof;

2.4 Submittal of Payment Requests. All payment requests must be written, accompanied by required supporting documentation, and submitted to the Project Manager named in Section 24 hereof.

ARTICLE 2: GRANTEE OBLIGATIONS

SECTION 3. Scope of Services

3.1 Project Scope. In consideration for the grant funds to be provided by Department, the Grantee agrees to perform the services, provide the materials, and to prepare and submit to the Department the reports, studies and other deliverables described in Exhibit A. The services, materials, reports, studies and other deliverables described in Exhibit A are referred to in this Agreement as the "Project".

3.2 Performance Period

The Grantee shall procure all equipment and material necessary to perform the Project including finalizing any contracts necessary to perform the Project as soon as possible following the execution of this Agreement to allow for the commencement of all other project tasks specified in Exhibit A no later than three months following the Grantee's receipt of the Interim Payment provided for in Section 2.2 hereof. Grantee shall continue said performance for a period of at least 12 months during the grant term specified in Section 5. The Department Project Manager will verify Grantee's compliance with this requirement. Grantee's failure to comply with this requirement without written approval of the Department may result in the termination of this Agreement and the Department may require a refund of all grant funds disbursed to the Grantee.

SECTION 4. Reports

Grantee agrees to comply with the following provisions relative to the preparation and submittal of all reports required under this Agreement. The form and substance of the reports is described in Exhibit A.

A. Grantee shall submit all required reports as follows:

- (i) All reports must be submitted on or before the due date(s) set forth in Exhibit C.
- (ii) Department reserves the right to modify the reporting schedule set forth in Exhibit C. Department shall notify Grantee in writing of the revised reporting schedule and shall provide Grantee with revised due dates for the submittal of reports which shall supersede the due dates established herein.
- (iii) Grantee shall prepare additional or supplemental progress reports if requested by the Department.

B. The Grantee may request an extension of any of the due dates established in Exhibit C. Requests for extensions must be written, state the reason for the requested extension and be postmarked before the subject due date. Any extension granted shall not exceed 30 days past the original due date and the requested extension must fall within the Grant term set forth in Section 5 herein.

C. The following courses of action are available to Department in the event of Grantee's failure to timely submit acceptable reports:

- (i) The Department may direct its Internal Auditor to conduct an audit at Grantee's premises to determine whether Grantee is in compliance with the terms of this Agreement. Pursuant to Section 12.2 hereof, Grantee shall provide access to the Department to all records and documents pertaining to this Agreement. Grantee's failure to provide such access to the Department shall constitute an event of default and the provisions of Section 15.2 shall apply;
- (ii) The Department may refuse to authorize any of the payments required under Section 2;
- (iii) The Department may refuse to consider requests from the Grantee for future grant funding.

ARTICLE 3: STANDARD TERMS AND CONDITIONS

SECTION 5. Grant Term

The Grant term shall commence on the date this Agreement is executed by the Department and end on **October 31, 1997**, unless earlier terminated in accordance with Section 16 hereof. The Grantee shall complete the Project in accordance with the provisions of Section 3.2 hereof. **Grant funds may not be used to pay for expenditures which are incurred prior to the execution date or subsequent to the expiration or termination of this Agreement.** Pursuant to the Illinois Grant Funds Recovery Act, 30 ILCS 705/5, all funds, including any interest earned on the grant funds in accordance with Section 6, which have not been expended or legally obligated by the expiration or termination of this Agreement shall be returned to the Department within 45 days following the expiration or termination of this Agreement.

SECTION 6. Interest on Grant Funds

All interest earned on grant funds held by the Grantee shall become part of the grant principal when earned and may only be spent on purposes authorized by this Agreement. Interest earned and not spent shall be returned to the Department within 45 days following the expiration or termination of this Agreement.

SECTION 7. Appropriations

Obligations of the Department shall cease immediately without penalty or further payment being required if in any fiscal year covered by the Grant term, the Illinois General Assembly fails to appropriate or reappropriate funds for this Agreement or if sufficient funds are not on deposit in the Solid Waste Management Fund. Department shall provide written notification to Grantee of any impending change in the status of appropriations or funding which may affect this Agreement of which it has notice.

SECTION 8. Expenditure of Grant Funds

8.1 Expenditure in Accordance with Budget. Grantee shall expend the grant funds on the items and in the amounts set forth in the Budget attached hereto as Exhibit B.

8.2 Modifications to Budget. If the Grantee determines that expenditures for the Project will vary from those specified in Exhibit B, it shall submit a written request for approval by the Department prior to incurring any of the adjusted costs. Said request must state the budget line(s) to be adjusted, the amount of the adjustment(s) and the reasons for the variance(s). **Failure of the Grantee to**

obtain written approval of the Department for anticipated budget adjustments shall be deemed sufficient reason for the Department to disallow costs incurred in excess of specific line item amounts even if the costs are within the grant amount set forth in Section 1 hereof. Grantee shall submit all documentation requested by the Department necessary to effect an appropriate amendment to this Agreement.

SECTION 9. Ownership, Use and Maintenance of Property

9.1. Ownership. Subject to the remedies available to the Department in Section 15.2 hereof, equipment and material authorized to be purchased with grant funds shall become the property of Grantee. Grantee shall maintain an inventory or property control record for all equipment and material purchased with grant funds.

9.2 Use. For the three-year period commencing with the execution date hereof, the Grantee shall use equipment and materials acquired with grant funds only for the approved Project purposes set forth in Exhibit A, and shall not sell, transfer, encumber or otherwise dispose of said equipment or material without prior written approval of the Department.

9.3 Maintenance and Insurance. For the three-year period commencing with the execution date hereof, Grantee shall provide sufficient maintenance on the equipment and materials to permit achievement of the approved Project purposes. Grantee shall, at its own expense, maintain insurance coverage on all equipment and material purchased with grant funds, for its full insurable value, against loss, damage and other risks ordinarily insured against by owners or users of similar equipment and material in similar businesses.

SECTION 10. Subcontractor Disclosure

As of the execution date of this Agreement, no subcontractors are expected to perform consultant services pursuant to this Agreement and to be paid with grant funds provided hereunder. If, during the term of this Agreement, the Grantee retains subcontractors to be paid with grant funds provided by this Agreement who were not disclosed, the Grantee shall so notify the Department and the Parties shall file an amendment to this Agreement with the State Comptroller's Office stating the name and address of each subcontractor and the anticipated amount of payment to each subcontractor.

SECTION 11. Access to Work Products

The Parties shall have the mutual right to publish, distribute, use and assign for use by others, all data, materials, reports and products of the Project without permission of or payment to the other Party. Grantee shall acknowledge the Department's participation in the Project in any publication, display, or other

materials which are produced or disseminated in conjunction with the Project. Grantee shall comply with the Public Information Requirements set forth in Exhibit A.

SECTION 12. Records Retention; Audit

12.1 Auditor General Access to Records. The Grantee shall maintain, for a minimum of five years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of grant funds passing in conjunction with this Agreement. This Agreement and all books, records and supporting documents related to it shall be available for review and audit by the Auditor General. The Grantee agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the Department for the recovery of any funds paid to the Grantee under this Agreement for which adequate books, records, and supporting documents are not available to support their purported disbursement.

12.2 Department Access to Records. Department shall have the right, throughout the term of this Agreement, and for a minimum of five years following completion of this Agreement, to inspect, audit and obtain copies of all books, records and supporting documents which Grantee is required to maintain according to the terms of this Agreement.

SECTION 13. Support

Grantee will provide all equipment, supplies, services and other items of support which are necessary for the effective performance of the Project, except for those items of support provided by the Department which are specifically herein set forth.

SECTION 14. Personnel

All technical, clerical, and other personnel necessary for the effective performance of the Project shall be employed by Grantee, and shall in all respects be subject to the rules and regulations of Grantee governing its employees. Neither Grantee nor its personnel shall be considered to be agents or employees of the Department.

SECTION 15. Default

15.1 Events of Default by Grantee. Each of the following events or conditions shall constitute an "Event of Default" by Grantee:

- (a) Grantee's failure to comply with any provision or perform any covenant or agreement contained in this Agreement, including the Exhibits hereto;
- (b) Grantee's failure to obtain or maintain all permits, licenses or other governmental approvals necessary for any phase of the Project;
- (c) Grantee's making any representation or warranty in connection with its application for grant funds which was false or misleading in any material respect when made;
- (d) Grantee's failure to complete the Project as described in Exhibit A;
- (e) Grantee's sale, transfer, encumbrance or other disposition of equipment and material acquired with grant funds, without prior written approval of the Department, during the three-year period commencing with the execution of this Agreement;
- (f) Grantee's discontinuance of the Project or Grantee's utilization of equipment or material purchased with grant funds for purposes which are not authorized by this Agreement during the three-year period commencing with the execution date hereof;
- (g) The filing of a bankruptcy petition during the grant term whether by Grantee or its creditors against Grantee which proceeding shall not have been dismissed within sixty (60) days of its filing or an involuntary assignment for the benefit of creditors.

15.2 Remedies for Grantee's Default. If an event of default occurs and Grantee fails to cure the default within thirty (30) days after notice from Department to Grantee demanding that such default be cured, the Department may elect any of the following remedies:

- (a) The Department may require a full refund of all grant moneys disbursed to Grantee under this Agreement, which Grantee shall remit within 45 days of written demand from the Department therefor;
- (b) The Department may demand that Grantee remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with grant funds provided under this Agreement, which Grantee shall remit within 45 days of receipt of written demand from the Department. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized from the sale of equipment or materials purchased with grant funds provided under this Agreement at its current fair market value, less selling expenses;

- (c) Department may require the Grantee to transfer ownership of equipment or material purchased entirely with grant funds provided under this grant agreement to the Department, which Grantee shall transfer within 45 days of receipt of written demand from the Department therefor.

SECTION 16. Termination

- A. Department may terminate this Agreement at any time, with or without cause, by giving written notice to Grantee. Termination shall be effective upon receipt of such notice by Grantee.
- B. If Department terminates this Agreement without cause, Grantee shall be entitled to retain such grant funds as are necessary to honor noncancelable obligations properly incurred under the terms hereof, provided however, that after the effective date of termination, Grantee shall not incur new obligations. All funds which Grantee is not entitled to retain shall be returned to Department within 45 days following the termination date.
- C. If Department terminates this Agreement for cause, any payments made to Grantee or recoveries by the Department shall be in accord with the legal rights and liabilities of the Parties.

SECTION 17. Release and Indemnity

It is understood and agreed that neither party to this Agreement shall be liable for any negligent or wrongful acts of the other party, either by commission or omission unless such liability is imposed by law.

SECTION 18. Waivers

No right of either party hereto shall be deemed to have been waived by non-exercise thereof, or otherwise, unless such waiver is reduced to writing and executed by the party entitled to exercise such right.

SECTION 19. Assignment

This Agreement may not be assigned by the Grantee without the prior written consent of the Department.

SECTION 20. Amendments

This Agreement and the documents referred to in Section 22 hereof constitute the entire Agreement between the Parties. No amendment hereof shall be effective until and unless reduced to writing and executed by the Parties.

SECTION 21. Governing Law

This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims.

SECTION 22. Grant Documents

The following documents are incorporated in, and made a part of this Agreement:

- Exhibit A -Statement of Work
- Exhibit B - Project Budget
- Exhibit C - Reporting Schedule

SECTION 23. Certifications

The Grantee makes the following certifications as a condition of this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct:

- 23.1 Compliance With Applicable Law: The Grantee certifies that it shall comply with all applicable provisions of federal, state and local law in the performance of its obligations pursuant to this Agreement.
- 23.2 Conflict of Interest: The Grantee certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Grantee's services and obligations under this Agreement and that it will comply with the provisions of the Illinois Purchasing Act prohibiting conflict of interest (30 ILCS 505/11.1-11.5), which terms, conditions and provisions are made a part of this Agreement by reference.
- 23.3 Bid Rigging/Bid-Rotating: The Grantee certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).
- 23.4 Default on Educational Loan: The Grantee certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

- 23.5 Felony: The Grantee certifies that if it or any person employed by Grantee has been convicted of a felony, at least one year has passed since completion of sentence as of the effective date of this Agreement (30 ILCS 505/10.3).
- 23.6 Americans With Disabilities Act: The Americans With Disabilities Act (ADA) (42 U.S.C.12101 et seq.) and the regulations thereunder (28 CFR 35.130) prohibit discrimination against persons with disabilities by the state, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this grant, the Grantee certifies that services, programs, and activities provided under this Agreement are and will continue to be in compliance with the ADA.
- 23.7 Anti-Bribery: The Grantee certifies that neither it nor its employees has been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Grantee or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Purchasing Act (30 ILCS 505/10.1).
- 23.8 Discrimination/Illinois Human Rights Act: The Grantee certifies that it will comply with all applicable provisions of the Illinois Human Rights Act prohibiting unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act (775 ILCS 5/1-101 et seq.)

The Grantee further certifies that it will comply with "AN ACT to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability, or national origin in employment under contracts for public buildings or public works," (775 ILCS 10/0.01 et seq.). The provisions of said Act are made a part of this Agreement by reference.

- 23.9 Sexual Harassment: The Grantee certifies that it has written sexual harassment policies that include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

- 23.10 International Anti-Boycott Certification: The Grantee certifies that neither the Grantee nor any substantially owned affiliate company of the Grantee is participating or will participate in an international boycott, as defined by the provisions of the U.S. Export Administration Act of 1979 or as defined by the regulations of the U.S. Department of Commerce, promulgated pursuant to the Act.
- 23.11 Federal Taxpayer Identification Number and Legal Status Disclosure: Under penalty of perjury, the Grantee certifies that the name, taxpayer identification number and legal status listed below are correct.

Name: City of Evanston

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 36-6005870

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity (as used to apply for the entity's EIN) and the EIN.

Legal Status (check one)

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental entity |
| <input type="checkbox"/> Owner of sole proprietorship | <input type="checkbox"/> Nonresident alien individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or legal trust |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility | <input type="checkbox"/> Foreign corporation, partnership, estate or trust |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Other-not-for-profit organization |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Other: _____ |

SECTION 24. Grant Project Management

All necessary and ordinary communications, submittals, approvals, requests and notices related to the Project shall be issued to or received by:

Diane Timmer
Illinois Department of Commerce and Community Affairs
Bureau of Energy and Recycling
James R. Thompson Center
Suite 3-400
100 W. Randolph
Chicago, IL 60601-3218
(312) 814 - 3958

Grantee agrees to give prompt notice to the Department of any event which may materially affect the performance required under this Agreement.

Any notice or approval relating to Section 16 (Termination), Section 18 (Waivers), Section 19 (Assignment) and Section 20 (Amendments) hereof, must be executed by the Director of the Department or his authorized designee.

SECTION 25. Execution

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 1996.

**Illinois Department of Commerce
and Community Affairs**

GRANTEE: City of Evanston

By: _____
Dennis R. Whetstone
Director

By: _____
Signature

Print Name
Title _____

EXHIBIT A
STATEMENT OF WORK
CITY OF EVANSTON

The Grantee will expand and make improvements to the container sorting line in their materials recovery facility to service Cook County.

A. The Grantee shall perform the following tasks in accordance with the terms of this Agreement.

1. Enter into all third-party agreements necessary to allow for the performance of the recycling project described herein.

Executed copies of the Agreements must be submitted with the request for interim payment pursuant to Section 2.2 of this Agreement.

2. Purchase an Eddy current separator and a magnetic conveyor and electric control panel with funds provided by the Department in accordance with Exhibit B for use in the processing facility.
3. Purchase and/or provide the support, services and equipment identified as the Applicant's Contribution in Exhibit B.
4. Process the following recyclables: steel, aluminum, and glass.
5. Actively promote and market all materials collected and processed to ensure stable and consistent markets.
6. Use existing educational materials and develop new informational materials for a public information and education program. This material should provide information about the program, how to participate in the program and the program's role in solid waste management. All educational and informational materials should acknowledge the Department's participation in the Grantee's program.
7. Collect and analyze data on diversion rates, volumes and/or weights of materials collected and/or processed and markets for materials. This data shall be reported on the data forms provided by the Department as part of the reports described in Section B hereof.

8. Any brochures, flyers, or other printed material produced in conjunction with the project must be printed on recycled paper which meets or exceeds U.S.E.P.A. procurement guidelines.
9. Expend an amount equal to at least 10% of the grant award for the purchase of recycled content products. **Failure to do so will result in the loss of the 10% amount of the award which is retained until project completion.** Documentation of purchased amounts and actual recycled content is required. Collection containers purchased with grant funds and complying with the recycled content requirements set forth in A.2 above may be applied toward this 10% recycled content purchase requirement.

B. The grantee shall provide written expenditure and progress reports to the Department in accordance with the deadlines set forth in Exhibit C. The reports should inform the Department about program activities, problems encountered, program management decisions, proposed budget reallocations, grant expenditures and materials collected and/or processed by types.

C. The Grantee shall provide a final report upon project completion to the Department that will contain the following:

1. A brief chronology of program activities.
2. Actual program expenditures, presented in the same format as the original proposed budget.
3. A summary of:
 - a. Solid waste diversion rates achieved by the program.
 - b. The volume and weight of material collected and processed per month by type of material.
4. An analysis of program costs and revenues.
5. An evaluation of equipment and management techniques used in the program.
6. Examples of all information materials (surveys, letters of solicitation, newspaper ads, phone book ads, etc.) used in developing the educational/informational components of the program.
7. Documentation of Grantee's compliance with the recycled content products purchase requirement referenced in Section A.9 above.

8. A critique of the program's strengths and weaknesses.

9. A discussion of any future plans to expand and/or improve the program.

D. The Grantee shall appoint Nancy Burhop as the Project Manager to act as liaison to the Department.

E. PUBLIC INFORMATION

1. Each party shall, for the duration of this Agreement, cause the participation of the other party to be mentioned in all press releases and other material presented to the media concerning the Project. Each party will coordinate media presentations and coverage. A copy of any proposed press releases and other materials or presentations must be submitted to the Department for review and approval not less than 10 days before these materials are issued. Immediately following publication, copies of all press releases or media materials will be provided to the other party by the originating party. GRANTEE shall submit its copies of press releases and materials to the Department Project Manager.
2. For major media events such as open houses or dedications, GRANTEE will coordinate with the Department project manager on any plans for such and provide an opportunity for the Department to review and approve any materials, data, reports or documents created for planned publicity events relating to the Project at least 10 days prior to publication or date of event and shall prominently acknowledge the Department's participation in the Project.
3. Grantee shall erect the sign which is provided by the Department on or near the Project site for the duration of the grant term which identifies the Department as a participant in the Project. Grantee shall also affix an appropriate sign or decal to equipment purchased with grant funds which acknowledges the sponsorship of the Department.
4. Grantee agrees to provide to the Department Project Manager, visual images of items pertaining to the Project detailed herein in the form of 35mm slides. A minimum of 10 slides must be submitted prior to the completion of this Agreement, featuring but not limited to:
 - a. View of the facility.
 - b. View of sign.
 - c. View of operation(s).
 - d. Views of actual machinery, equipment, activity, etc. funded by this Agreement.
5. Grantee also agrees to provide the Department with copies of any photographs and/or slides of facility, equipment, machinery, activities or press events relative to the Project taken during the term of this Agreement for public education, display or press purposes.

PROPOSAL BUDGET

SUMMARY OF BUDGET

Project Director: Nancy Burhop

Organization: City of Evanston

Address: 2100 Ridge Avenue
Evanston, IL 60201

Telephone: (847) 328-2100

	<u>Applicant's Investment</u>			<u>Contributions from Other Sources</u>		<u>State Funding Requested</u>
	<u>Total Costs</u>	<u>Monetary</u>	<u>In-kind</u>	<u>Monetary</u>	<u>In-kind</u>	
A. Personnel Services	\$ <u>8,550.00</u>	\$ <u>4,950.00</u>	\$ <u>3,600.00</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
B. Equipment	<u>124,399.00</u>	<u>9,973.00</u>	<u>55,182.00</u>	<u>0</u>	<u>0</u>	<u>59,244.00</u>
C. All Other Direct Costs	<u>5,919.00</u>	<u>5,747.00</u>	<u>172.00</u>	<u>0</u>	<u>0</u>	<u>0</u>
D. Subcontractor	<u>4,260.00</u>	<u>4,260.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL	\$ <u>143,128.00</u>	\$ <u>24,930.00</u>	\$ <u>58,954.00</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>59,244.00</u>
Percent of Total	<u>100%</u>	<u>17.4%</u>	<u>41.2%</u>	<u>0%</u>	<u>0%</u>	<u>41.4</u>

Notes: - Round all dollar amounts to the nearest dollar. Carry all percentages to one decimal place.

- "In-kind" refers to personnel, equipment, etc. employed or purchased prior to the execution of the proposed grant project. The cost assigned should be based on the fair market value.

PROPOSAL BUDGET

A. PERSONNEL SERVICES (List principles by name and any future employees by title. Include all salaries quoted and any and all payments for insurance, retirement, Social Security, etc.)

	<u>Hourly Rate</u>	<u>Hours Spent on Project</u>	<u>Total Cost</u>
1. <u>Recycling Coordinator</u>	\$ 20.00	280	\$ 5,600
2. <u>Operations Manager, James Areneaux</u>	19.00	100	1,900
3. <u>Driver/Loaders (2)</u>	7.50	48 (24 x 2)	360
4. <u>Purchasing, Sandy Conyers</u>	21.00	10	210
5. <u>Sanitation, Zeltee Edwards Jr.</u>	32.00	15	480
6. _____			
	SUBTOTAL	453	\$ 8,550

B. EQUIPMENT (Equipment purchased prior to the execution of the proposed grant project can be considered "in-kind" contribution.)

	<u>Total Cost</u>	<u>State Funding Requested</u>
1. <u>Bobcat Skid Loader, Propane</u>	\$ 15,579.00	\$ 0
2. <u>Nissan Forklift, propane</u>	29,721.00	0
3. <u>Chutes for sorted glass</u>	9,882.00	0
4. <u>Eddy current separator</u>	45,846.00	45,846.00
5. <u>Magnetic conveyer and control panel</u>	13,398.00	13,398.00
6. <u>Seven steel storage containers; 12 polypropylene bags</u>	9,973.00	0
	SUBTOTAL	\$ 59,244.00

PROPOSAL BUDGET

C. ALL OTHER DIRECT COSTS (Include computer services, duplicating, materials/supplies, postage, publication charges, telephone, fuel, automobile operations, etc. List all items in reasonable detail.)

	<u>Total Cost</u>	<u>State Funding Requested</u>
1. <u>Production of 25,000 flyers on 100% recycled stock</u>	\$ <u>1,340.00</u>	\$ <u>0</u>
2. <u>Postage</u>	<u>2,785.00</u>	<u>0</u>
3. <u>Telephone</u>	<u>60.00</u>	<u>0</u>
4. <u>Supplies (fax paper, copier paper, laser print, etc.)</u>	<u>112.00</u>	<u>0</u>
5. <u>Computer</u>	<u>1,622.00</u>	<u>0</u>
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
SUBTOTAL	\$ <u>5,919.00</u>	\$ <u>0</u>

PROPOSAL BUDGET

D. SUBCONTRACTOR (List all subcontracts for design, construction, repair, or maintenance and fees for legal, financial, artistic or other professional services. Details of subcontractors must be explained including full name and address to be attached at the end of this section.)

	<u>Total Cost</u>	<u>State Funding Requested</u>
1. <u>Design and installation/Frontier Recycling</u>	\$ <u>2,960.00</u>	\$ <u>0</u>
2. <u>Electrical hook-up, LeRoy Young</u>	<u>1,300.00</u>	<u>0</u>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
SUBTOTAL	\$ <u>4,260.00</u>	\$ _____

E. INDIRECT COSTS (Specify in reasonable detail)

	<u>Total Cost</u>	<u>State Funding Requested</u>
1. _____	\$ _____	\$ _____
2. _____	_____	_____
3. _____	_____	_____
SUBTOTAL	\$ _____	\$ _____

EXHIBIT C
REPORT DUE DATES
FOR ROUND #14 RECYCLING GRANTS

Progress, expenditure reports and data forms are due on the following dates:

<u>Report</u>	<u>Time Period Covered by Report</u>	<u>Report Due</u>
#1	Execution - September 30, 1996	October 15, 1996
#2	October 1, 1996 - January 31, 1997	February 15, 1997
#3	February 1, 1997 - May 30, 1997	June 15, 1997
#4	June 1, 1997 - September 30, 1997 <i>(Expenditure & Data Forms Only)</i>	October 15, 1997
Final	Execution - September 30, 1997	October 15, 1997