

MACOUPIN COUNTY BOARD
RESOLUTION No. _____

A Resolution Regarding the North Stair Courthouse Renovation Project
and Landmarks Illinois Grant Commitment

WHEREAS, the Public Services Committee met on April 3, 2013 to discuss the North Stair Courthouse Renovation project associated with a 1:1 matching grant received from Landmarks Illinois; and

WHEREAS, the committee discussed three primary objectives in committing to the project concerning funding commitment, authorizing the approval of the Landmarks Illinois grant agreement, and requesting the power-to-act for the committee on issues surrounding the releasing of bids for the project; and

WHEREAS, in the essence of time and the receipt of a \$100,000 matching grant from Landmarks Illinois, the Macoupin County Board chooses to accept the recommendations of the Public Services Committee in moving forward with the North Stair Courthouse Renovation project in a steadfast manner; therefore

BE IT RESOLVED, that the Macoupin County Board agrees to authorize its Board Chairman to sign the Landmarks Illinois Grant agreement [attached] in a timely manner following adoption of the resolution; and

BE IT FURTHER RESOLVED, that the Macoupin County Board agrees to commit required matching funds to the North Stair Courthouse Renovation project as is evidenced by the adoption of Resolution 2013.XX; and

BE IT FURTHER RESOLVED, that the Macoupin County Board agrees to give the Public Services committee the power-to-act regarding the setting of a bid date and the releasing of bids for the North Stair Courthouse Renovation project.

SIGNED this 16th day of April, 2013.

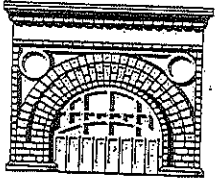
Voting Yes: _____

Voting No: _____

Mark Dragovich
Chairman of the Board
Macoupin County, Illinois

Pete Duncan
Clerk
Macoupin County, Illinois

Anne Boehm
Treasurer
Macoupin County, Illinois



Landmarks Illinois

Richard H. Driehaus County Courthouse Grant Grant Agreement

1. **Grant and Budget.** Landmarks Preservation Council Illinois d/b/a Landmarks Illinois (the "Grantor") has awarded a grant to Macoupin County (the "Grantee") in the amount of \$100,000 for the purposes stated in paragraph 2 (the "grant"). In accepting this grant, Grantee agrees to all the terms and conditions of this Grant Agreement.

2. **Use of Grant Funds.** Grantee shall use the grant solely for the following purposes (the "project") as stated in the grant application:

<< This language will be taken from the scope of work >>

Grant funds may not be used to cover administrative costs or to subsidize staff salaries. Any changes in the purposes of the grant must secure in advance the written consent of the Grantor.

3. **Required Match.** This grant must be matched with other funding on at least a 1:1 basis. The match can be cash or in-kind donations. Evidence of the match must be submitted prior to the funds being dispersed.

4. **Schedule.** The terms of this grant agreement will commence upon execution by both parties. Administration of the grant will follow the process described herein.

4.a This contract must be signed and returned to the Grantor postmarked no later than May 1, 2013, and related construction must begin within ninety days of that submittal. An extension may be approved by the Grantor if there is evidence of progress toward a construction start acceptable by Grantor.

4.b When work on the project reaches 50% complete, the Grantee will submit a 50% PROGRESS REPORT and the Grantor will verify progress through consultation with consultants, and/or contractors or by visiting the Project. Upon receipt and review of the 50% PROGRESS REPORT the Grantor will issue payment for one half of the Grant. If the 50% PROGRESS REPORT is not transmitted by October 15, 2013, the Grantor will have the right to cancel the award and all rights related thereto will be forfeited by the Grantee. An extension may be approved by the Grantor if there is evidence of progress acceptable by Grantor.

4.c The work must be substantially complete and the COMPLETION REPORT submitted by the Grantee no later than December 31, 2013. Extensions beyond that deadline shall be issued only for extraordinary circumstances beyond the control of the Grantee, subject to the approval of Grantor. Upon receipt of the COMPLETION REPORT, the Grantor will verify completion through consultation with consultants and/or, contractors or by visiting the project, and upon satisfaction of compliance with the terms of this agreement will issue payment for the balance of the grant.

Copies of all related submittal forms are attached hereto and will also be made available in electronic form.

5. **Retention of Records.** Grantee must maintain auditable records of all expenditures under this grant for three (3) years after completion of this grant assisted project.

6. **Publicity.** Upon request, the Grantee agrees to participate in publicity events determined beneficial by the Grantor. Grantee further agrees to permit the Grantor to use any and all submissions in the application and in the reports for the promotion of the program and for their general corporate purposes.

7. Acknowledgement of Support. Grantee agrees to acknowledge the support of Landmarks Illinois' Richard H. Driehaus County Courthouse Grant in all print, audio, electronic, and film/video media that it produces concerning the project by including the following statement:

"This project is supported by a grant from Landmarks Illinois' Richard H. Driehaus County Courthouse Grant program, a partnership of Landmarks Illinois and the Richard H. Driehaus Charitable Lead Trust."

If a project sign is erected Grantee agrees to recognize the contributions of Landmarks Illinois and the Richard H. Driehaus County Courthouse Grant program. Grantee agrees to apply the Landmarks Illinois logo on construction signage related to the project through the period of the grant. Permanent recognition of the grant appropriate to the site is required in a manner comparable to recognition of other donors at the level of this grant.

8. Inspections.

8.a. Grantee agrees to submit above specified documents and provide related attachments completed to describe the work on the project and all expenditures made from grant funds, and to demonstrate Grantee's compliance with the terms of this agreement. It is understood that the report will be submitted by the Grantee to Landmarks Illinois.

8.b. Grantee agrees to permit representatives of the Grantor with reasonable notice, to inspect the project to ensure that the work is progressing as planned and that the grant funds are being used for the purposes stated. Grantee also agrees to allow reasonable access to consultants and contractors engaged by the Grantee for the project.

9. Representations and Warranties. Grantee hereby represents and warrants the following:

9.a. it is a 501(c)(3) nonprofit corporation in good standing, or a public agency;

9.b. if it has previously received Grantor financial assistance, all grant requirements were satisfied or are current as of the date of this agreement;

9.c. that the representative executing this agreement has the power and authority to bind the Grantee to the terms stated herein;

9.d. that the project is in compliance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*.

10. Retention of Project Architect. Grantee will retain a licensed architect for the Project which architect will be knowledgeable and experienced in the renovation of historic buildings.

11. Breach. Failure to comply with the terms and conditions of this grant agreement, including, without limitation, any failure to: 1) meet the deadlines for construction start and the submittal of related forms as specified in paragraph 3; 2) obtain the Grantor's written approval of any proposed changes in use of grant before implementation; or 3) complete the project as described shall nullify the grant with the expectation that all funds paid to the Grantee shall be returned, along with reasonable accrued interest. In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this grant to Grantee and require the repayment of any funds that have already been paid. Grantee agrees, in the event of breach, upon the request of Grantor, to return any and all payments to Grantor.

12. Lobbying and Political Activities. Grantee shall use no portion of the grant to participate in any political campaign on behalf of or in opposition to any candidate for public office, or to support attempts to influence legislation of any governmental body other than through making available the results of non-partisan analysis,

study and research, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

13. Non-Discrimination. Grantee agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin or sexual orientation. This obligation also extends to disabled veterans, Vietnam-era veterans and individuals with disabilities.

14. Change in Status. Grantee shall notify Grantor immediately of any change in (a) Grantee's tax-exempt status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purposes.

15. Indemnification and Hold Harmless. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Landmarks Illinois and the Richard H. Driehaus Charitable Lead Trust, their officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the grant, in expending or applying the proceeds of the grant, or in carrying out the project.

16. Assignment. This agreement may not be assigned by the Grantee without the prior written approval of the Grantor.

17. Entire Agreement. This agreement supersedes any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This agreement may not be amended or modified except in a written document signed by both parties hereto.

Bonnie McDonald, President
Landmarks Preservation Council of Illinois
d/b/a Landmarks Illinois

Date

Shelley Gorson, Chairman of the Board
Landmarks Preservation Council of Illinois
d/b/a Landmarks Illinois

Date

By signing and returning this agreement you acknowledge that these grant funds will be used expressly for the purposes described herein and are subject to the conditions contained in herein. A copy is enclosed for your records.

Agreed to this _____ - day of _____, 2013.

Signature

Title

Name

Organization

Date