

**CITY OF PERU**  
**ECONOMIC SUPPORT GRANT CERTIFICATIONS AND REQUIREMENTS**

The Economic Support Grant Program (“Program”) is administered by the City of Peru (“City”) and funded by the State of Illinois’ Department of Commerce and Economic Opportunity (“State”). 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 City under this Program.

As a Subrecipient, to participate in the Program, you must remain in compliance with the terms and certifications set forth below. Please review the 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.

**SUBRECIPIENT COVENANTS, REPRESENTATIONS, AND WARRANTIES**

The Subrecipient, by and through the undersigned authorized representative, hereby agrees, represents, warrants and certifies 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 within the City.
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 Subrecipient shall use the subaward for eligible losses and costs as established by the City and the Program guidelines.
5. The information and supporting documentation provided on behalf of the Subrecipient for the Program application is true and accurate in all material respects.
6. The Subrecipient has the legal authority to apply for federal, State, and local assistance, and that the Subrecipient will comply with established requirements of this Program and Award.
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 Governor of Illinois.
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 applicant is not presently suspended, debarred, proposed for debarment, or declared ineligible by any State or Federal department or agency, and will not enter a contract with a contractor who is on any federal or state debarred contractor list.
10. 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).
11. The Subrecipient will comply with all applicable laws and regulations prohibiting discrimination on the basis of race, sex, religion, national origin, age or handicap, including but not limited to the Illinois

Human Rights Act, as now or hereafter amended, and the Equal Employment Opportunity Clause promulgated pursuant thereto.

12. 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 its assets in 2020.
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. Neither the Subrecipient nor, to the best of Subrecipient's knowledge, any of Subrecipient's employees have been convicted of bribing or attempting to bribe an officer or employee of the City, nor has the Subrecipient made an admission of guilt of such conduct which is a matter of record.
15. The Subrecipient will keep detailed records of all matters related to the Program and provide to the City and/or State all materials necessary for City to meet reporting and other requirements of this Program.
16. The Subrecipient shall fully and completely indemnify, defend and hold harmless the City and their officers, directors, employees and agents against any liability, judgment, loss, cost, claim, damage (including consequential damage) or expense (including attorney's fees and disbursements, settlement costs, consultant fees, investigation and laboratory fees) to which any of them may become subject insofar as they may arise out of or are based upon this Program, the subaward, or any agreement or document executed by Subrecipient and City as part of the Program.
17. The Subrecipient accepts obligation of debt to the City and agrees to pay the subaward sum back to the City should any of the following events of default occur:
  - a. Any representation, warranty, certificate or statement made by Subrecipient herein or in any certificate, report, financial statement or other document delivered as part of this Program shall prove to be incorrect in any material respect.
  - b. Subrecipient fails to observe or perform any covenant or agreement contained herein or as part of the Program for 10 days after written notice to cure thereof has been given to Subrecipient by the City.
  - c. Any voluntary or involuntary case or other proceeding is commenced by, or against, Subrecipient seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect; or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property; or subrecipient consents to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it; or subrecipient makes a general assignment for the benefit of creditors, fails generally to pay its debts as they become due, or takes any corporate action to authorize any of the foregoing.
  - d. Subrecipient permanently ceases operations or substantially sells all its assets within three (3) months of subaward payment date.

If a Default occurs, City shall provide Subrecipient with written notice of such Default. If the Default is not timely cured within 10 days, City shall provide written notice to the Subrecipient that all funds awarded to Subrecipient shall be reimbursed to City within 30 days. If Subrecipient fails to reimburse said funds to City within 30 days after said notice, City shall have the right to collect interest on the unpaid balance beginning on the 31<sup>st</sup> day after notice at a rate equal to 12% per annum. If City is successful in any proceeding to collect funds from the Subrecipient, then City shall have the right to obtain reasonable attorney fees, costs and expenses related to such proceeding from the Subrecipient as an additional remedy.

- 18. Subrecipients must be a business with a physical location in the City of Peru's corporate boundaries.
- 19. Subrecipients will be required to certify that they are an eligible business as defined in 14 Ill. Admin. Code Part 700.60(b), are eligible under the U.S. Treasury Coronavirus Relief Fund Guidance and comply with the Department of Commerce and Economic Opportunity's Notice of Funding Opportunity.

The Subrecipient hereby further represents to the City and the State, as the grantor of the Program, that the following is true and correct and, except where expressly noted, shall remain true and correct:

- A. The recipient will use the proceeds of the award 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.
- B. 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.

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Authorized Subrecipient Name \_\_\_\_\_

Authorized Subrecipient Signature \_\_\_\_\_

Name of Subrecipient Business \_\_\_\_\_

Date of Execution \_\_\_\_\_