**Section 1085.100 Grant Agreement Between Grow Your Own Illinois and Consortium**

a) Grant funds may not be expended except pursuant to a written Grant Agreement, and disbursement of grant funds without a Grant Agreement is prohibited. At a minimum, a Grant Agreement shall:

1) Describe the purpose of the grant and be signed by authorized representatives of Grow Your Own Illinois and each member of the consortium;

2) Name and contact information of the project director;

3) Specify how payments shall be made and the financial controls applicable to the grant, including an agreement to file quarterly reports describing the progress of the activities and the expenditure of the related grant funds pursuant to the Illinois Grant Funds Recovery Act [30 ILCS 705];

4) Specify that the use of grant funds will be consistent with Section 1085.50 for a planning grant, Section 1085.60 for an implementation grant, or Section 1085.70 for a continuation grant;

5) Specify the period of time for which the grant is valid and the period of time during which grant funds may be expended by the grantee;

6) Contain a provision that all funds remaining at the end of the Grant Agreement, or at the expiration of the period of time grant funds are available for expenditure or obligation by the grantee, shall be returned to the State within 45 days;

7) Contain a provision that any grantees receiving grant funds are required to permit GYOI, the Board, the Auditor General or the Attorney General to inspect and audit any books, records or papers related to the projects for which grant funds were provided;

8) Contain a provision in which the grantee certifies under oath that all information in the Grant Agreement is true and correct to the best of the grantee's knowledge, information and belief, that the funds shall be used only for the purposes described in the Grant Agreement, and that the award of grant funds is conditioned upon that certification;

9) Provide that the institution shall contract with an external auditor who is a certified public accountant licensed by DFPR to conduct an audit of the expenditure of grant funds provided under this program at the end of the grant period to verify that grant funds were expended pursuant to the Grant Agreement and not for unauthorized purposes; and

10) Require the grantee to use the interest earned on any grant funds for eligible projects. The interest earned on grant funds shall not change the amount of the grant.

b) GYOI may withhold or suspend the distribution of grant funds for failure to file required quarterly reports.

c) Upon the execution of a Grant Agreement, GYOI will process a payment to the grantee in accordance with the terms of the Grant Agreement, provided that the funds have been made available to GYOI.

(Source: Amended at 44 Ill. Reg. 11419, effective June 24, 2020)