

COAL CITY

VILLAGE BOARD MEETING

**WEDNESDAY
OCTOBER 11, 2023
7:00 P.M.**

AGENDA

1. Call meeting to order
 2. Pledge of Allegiance
 3. Approval of Minutes
 4. Approval of Warrant List
 5. Public Comment
 6. Ordinance 23-27

September 27, 2023

TIF Contribution to Coal City Fire District

7. Resolution 23-15 Loan documents from the Public Supply Loan Program
8. Ratify the Intergovernmental Agreement with Coal City Fire District for location of Well #7 at Fire Station #1
9. Authorize Mayor to enter into an Intergovernmental Grant Agreement with the Illinois Emergency Management Agency and Office of Homeland Security.
10. Report of Mayor
11. Report of Trustees B. Mincey
 S. Beach
 T. Bradley
 P. Noffsinger
 D. Greggain
 D. Togliatti
12. Report of the Village Clerk
13. Report of the Village Attorney
14. Report of the Village Engineer
15. Report of the Chief of Police
16. Report of the Village Administrator
17. Adjourn

DRAFT

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 11, 2023

RE: **ADOPTING AN IGA TO ALLOW ANNUAL TIF REVENUES TO BE
CONTRIBUTED TOWARDS COAL CITY FIRE DISTRICT CAPITAL
COSTS**

At the inception of the village's tax increment finance district, an agreement was adopted wherein the Coal City Unit School District was to receive certain increment collected from the taxation in the increased valuation of residential properties located within the TIF District. This district was adopted in order to memorialize a base valuation for certain parcels in order to attract additional commercial and industrial development and demarking a specific area in which public projects to be completed utilizing the newly generated increment could be expended. Adopting the district back in 2011 required conversations with all of the governmental entities to be affected. Due to the hardship of schools, which rely primarily upon property taxes for increased tax revenues, the village created an intergovernmental agreement by which the increase within these specified residential properties would be tracked and the School District would receive its proportional part of the overall tax rate on the increment as well as the base value.

Recently, the Coal City Fire District, due to its increasingly inflating budget due to overall capital costs, requested the Village provide a like agreement for its district. The attached agreement provides a similar agreement whereby from this point forward within the life of the TIF District, the CCFD will receive an annual payment for a portion of its capital costs from the TIF funds.

Recommendation:

Adopt Ordinance No. ____ : Agreeing upon Terms within an intergovernmental agreement with the Coal City Fire District Allowing for TIF Contributions for its Capital Expenses.

VILLAGE OF COAL CITY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT**

BY AND BETWEEN

THE VILLAGE OF COAL CITY

AND

THE COAL CITY FIRE PROTECTION DISTRICT

COAL CITY TAX INCREMENT FINANCING DISTRICT

**ADOPTED BY THE CORPORATE AUTHORITIES
OF THE VILLAGE OF COAL CITY, ILLINOIS
ON THE 11TH DAY OF OCTOBER, 2023.**

VILLAGE OF COAL CITY, ILLINOIS: ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN:
THE VILLAGE OF COAL CITY
AND
THE COAL CITY FIRE PROTECTION DISTRICT

The President and Village Board of Trustees of the Village of Coal City, Grundy and Will Counties, Illinois (the "Village"), have determined that this Intergovernmental Agreement is in the best interest of the citizens of the Village of Coal City; therefore, be it ordained as follows:

SECTION ONE: The Intergovernmental Agreement with the Coal City Fire Protection District attached hereto is hereby approved.

SECTION TWO: The President is hereby authorized and directed to enter into and execute on behalf of the Village said Intergovernmental Agreement and the Village Clerk of the Village of Coal City is hereby authorized and directed to attest such execution.

SECTION THREE: The Intergovernmental Agreement shall be effective the date of its approval on the 11th day of October, 2023.

SECTION FOUR: This Ordinance shall be in full force and effect from and after its passage and approval as required by law.

PASSED, APPROVED & ADOPTED by the Corporate Authorities of the Village of Coal City this 11th day of October, 2023 and filed in the office of the Village Clerk of said Village on that date.

| CORPORATE AUTHORITIES | AYE VOTE | NAY VOTE | ABSTAIN / ABSENT |
|-------------------------|----------|----------|------------------|
| Pamela Noffsinger | | | |
| David Tigliatti | | | |
| Sarah Beach | | | |
| Bill Mincey | | | |
| Dan Greggain | | | |
| Tim Bradley | | | |
| David Spesia, President | | | |
| TOTAL VOTES: | | | |

APPROVED: _____, Date ____/____/2023
President, Village of Coal City

ATTEST: _____, Date: ____/____/2023
Village Clerk, Village of Coal City

EXHIBIT 1

**COAL CITY TIF DISTRICT
INTERGOVERNMENTAL AGREEMENT**

by and between

**THE VILLAGE OF COAL CITY, ILLINOIS
and
COAL CITY FIRE PROTECTION DISTRICT**

This Intergovernmental Agreement is entered into by and between the Village of Coal City, an Illinois Municipal Corporation, and Coal City Fire Protection District, a Fire Protection District organized pursuant to the 1970 Illinois Constitution and Illinois Compiled Statutes.

In consideration of their mutual promises, the Parties hereto agree as follows:

1. The Village of Coal City (“Village”) is an Illinois Municipal Corporation organized under the Constitution and Statutes of the State of Illinois.
2. The Coal City Fire Protection District, (“Fire District”) is a Fire Protection District organized under the Statutes of the State of Illinois.
3. The 1970 Illinois Constitution, Article VII, Section 10, and the Illinois Compiled Statutes 2009, Ch. 5 Section 220/1 et seq. provide legal authority for intergovernmental privileges and authority to be enjoyed jointly by Fire Protection Districts and municipalities as well as other public bodies politic.
4. The Tax Increment Allocation Redevelopment Act (“TIF Act”), Illinois Compiled Statutes, 2009, as amended, Ch. 65 Section 5/11-74.4-1 et seq. authorizes a municipality to enter into all contracts necessary or incidental to the implementation and furtherance of its redevelopment plan and project.
5. The Village has adopted a Redevelopment Plan and Projects and Redevelopment Area pursuant to the TIF Act for the Coal City TIF District (“TIF District”) which is an area located in the Fire District and which will impact the growth of the Fire District’s taxing base.
6. The Village has determined it wishes to reduce some of the negative impact on the real estate tax base of the Fire District caused by the creation of the TIF District.
7. The Village and Fire District (“Parties”) declare this Agreement is adopted pursuant to the 1970 Illinois Constitution, Article VII, Section 10; the Tax Increment Allocation Redevelopment Act, Illinois Compiled Statutes, 2009, as amended, Ch. 65 Section 5/11-74.4-1 et seq. and other applicable statutes.

NOW, THEREFORE, the Parties agree to implement these policies as follows:

A. NEW RESIDENTIAL DEVELOPMENT

1. The Village does not intend to include new residential development within the TIF District and does not intend to offer TIF incentives to developers for developments that are residential in nature. These types of developments include any detached housing and/or multi-use tenant housing allowed or conditionally allowed within the Village's Zoning Code in RS-1, RS-2, RS-3, RA-1, RM-1, and RM-2 districts.
2. In the event the Village determines that residential development is in the best interest of the Village, the Village shall pay to the Fire District an amount equal to the Fire District's tax rate from the real estate tax increment generated from the new residential development, commencing the year the developer begins paying increased taxes due to an increase in the equalized assessed valuation (EAV) of the property and continuing for the life of the TIF District or as long as the property is included in the TIF District.
3. Senior housing developments and business multi-use redevelopment projects are not applicable to this section. Multi-use redevelopment projects include multiple uses within one building such as offices and a shop on the street level with apartments on the second and third stories of the building.

B. EXISTING RESIDENTIAL DEVELOPMENT

1. The Village shall pay to the Fire District an amount equal to the Fire District's annual tax rate from real estate increment generated from existing residential development within the TIF District for the life of TIF District or as long as the properties are included in the TIF District. The Fire District will only be reimbursed from existing residential development if the annual EAV of these properties exceed the TIF District' base year's EAV.

C. TAX INCREMENT

The Parties agree that the Grundy County Clerk will provide to the Parties the actual annual real estate tax increment generated within the TIF District and within the boundaries of the Fire District and report such increment to the Parties.

D. IMPACT FEE

The Village will pay the sum described in Paragraphs A and B to the Fire District from the Special Tax Allocation Fund as an impact fee to be used for capital costs, pursuant to current Section 4-3(q)(7) of the TIF Act, and the Fire District shall provide the Village with a list of the expenditures annually. In the event that capital costs exceed the amount of distribution in any given year, any unreimbursed capital costs may be carried over to a subsequent year or years.

E. REIMBURSEMENT TIMING

The Village shall pay the sum determined herein to the Fire District within sixty (60) days of the Village's receipt of the real estate tax increment generated as a preference and in the same proportions as actually received by the Village provided that the Fire District has filed annually with the Village a list of Eligible Project Costs equal to or exceeding the calculated sum to be paid to the Fire District under the terms of this Agreement.

F. GENERAL

1. The Fire District hereby waives all other provisions for calculating annual real estate tax increment reimbursement amounts as provided in the TIF Act. The reimbursement provided for in this Agreement shall be in lieu of any statutory reimbursement provided under the TIF Act.
2. This Agreement shall be binding on the Parties and their respective successors--including successors in office. Should the Fire District merge, this Agreement shall apply to the successor Fire District.
3. This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois.
4. The obligation of the Parties hereto shall continue for the duration of the TIF District. The TIF District shall terminate upon completion of all redevelopment projects or twenty-three (23) years from the creation of the TIF district, whichever occurs first. Whether the TIF District exists for the entire twenty-three (23) years or terminates earlier, the Village will pay in the following year thereafter, the sums due to the Fire District for the prior year or years.
5. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and adopted by each of the Parties as required by law.
6. The Fire District by its execution and approval of this Agreement hereby waives forever any and all right to directly or indirectly set aside, modify or contest in any manner the establishment of the TIF District, including the Redevelopment Plan, Project and Area. Nothing contained herein is to be construed to give the Fire District any right to participate in this administration of the TIF District or Plan or Project. Further, the Fire District or its agents, employees, or officers shall not aid or assist in any manner any other party or entity seeking to challenge the TIF District.
7. The Village agrees that it will notify the Fire District of any proposed enlargement of the TIF District at least sixty (60) days prior to the adoption of ordinances changing the TIF District boundaries.
8. The Village will not otherwise amend the TIF Plan except after providing prior written notice to the Fire District and holding a public hearing as required by statute.

9. Real Estate Tax Increment Information:

- (a) The Administrators of the TIF Plan and Village agree to provide the Fire District with information developed to establish the initial equalized assessed valuation of the TIF District and the calculations for successive years' computation of the real estate tax increment for the TIF District as a whole and, if possible, for the Fire District alone.
 - (b) The Village agrees that its Administrators shall provide the Fire District with a copy of the TIF Annual Report when it is presented to the Village Board. Such Report shall set forth: (a) the balance in the Special Tax Allocation Fund ("Fund") at the beginning of the year; (b) all amounts deposited in the Fund by source; (c) all expenditures from the Fund by categories; and (d) the balance in the Fund at the end of the year by source.
10. This Agreement expresses the complete and final understanding of the Parties with respect to the subject matter.
11. The undersigned represent that they have the authority of their respective governing authorities to execute this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on
_____, 2023.

COAL CITY FIRE PROTECTION
DISTRICT, an Illinois Fire Protection
District

By: _____
President, Fire
Protection District

Attest: _____
Secretary

VILLAGE OF COAL CITY,
an Illinois Municipal Corporation

By: _____
Village President

Attest: _____
Village Clerk

MEMO

TO: Mayor Halliday and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 11, 2023

RE: LEAD SERVICE LINE REPLACEMENT IEPA GRANT SUBMISSION

Chamlin has been interacting with the Illinois Environmental Protection Agency (IEPA) regarding the Village's application for lead line service replacement funding. Due to Coal City's compliance with the Illinois Lead Service Line Replacement and Notification Act, Coal City has already completed its identification of areas of the village in need of replacement of existing lead lines. Although, nearly \$12 million in lead line replacement costs were estimated, IEPA is utilizing federal funds to assist with the replacement of up to \$4 million worth of lead service lines on an annual basis.

Included within the packet is a graphic illustration of the Act that had been adopted. Due to coal City's identification and application for funding, Coal City is currently slated for \$4 million of project AND capital forgiveness within the current fiscal year (i.e. to begin prior to 7/1/24). This shall allow Coal City to begin proceeding upon its phases and determine how quickly future phases can take place.

This evening, the formal application for approval would be approved allowing for the Village Administrator to complete the necessary application and submit the Phase 1 Lead line Replacement Request, which would provide \$4 million in capital loans to be forgiven upon the completion of the capital project. This is narrowing the work to be completed and apply for the maximum amount of funding that will be made available on an annual basis; additional steps, terms and agreements must be entered into at a future date in order to gain access to the IEPA funds. If this project is approved, Phase 1 begins with home located west of N. Broadway, east of Mary and north of Division. Upon their completion, the project shall move eastward towards the BNSF railroad tracks staying north of Division. No construction is expected on this project until the latter half of 2024.

Recommendation:

Adopt Resolution No. _____ : Authorizing the Village Administrator to sign onto the application for IEPA funds to complete the Phase 1 Lead line Replacement.

Project Coal City Lead Service Line Replacement
L17 6111

**RESOLUTION AUTHORIZING A
REPRESENTATIVE TO SIGN
LOAN DOCUMENTS**

Whereas, application provisions for loans from the Public Water Supply Loan Program for construction of public water supply facilities require that the Village of Coal City authorize a representative to sign the loan application forms and supporting documents: therefore, be it resolved by the Board of Trustees of Coal City that Matt Fritz, Village Administrator is hereby authorized to sign all loan application forms and documents.

Resolved this 11th day of October, 20 23.

Name: _____
Title: _____
(Mayor, Village President, etc.)

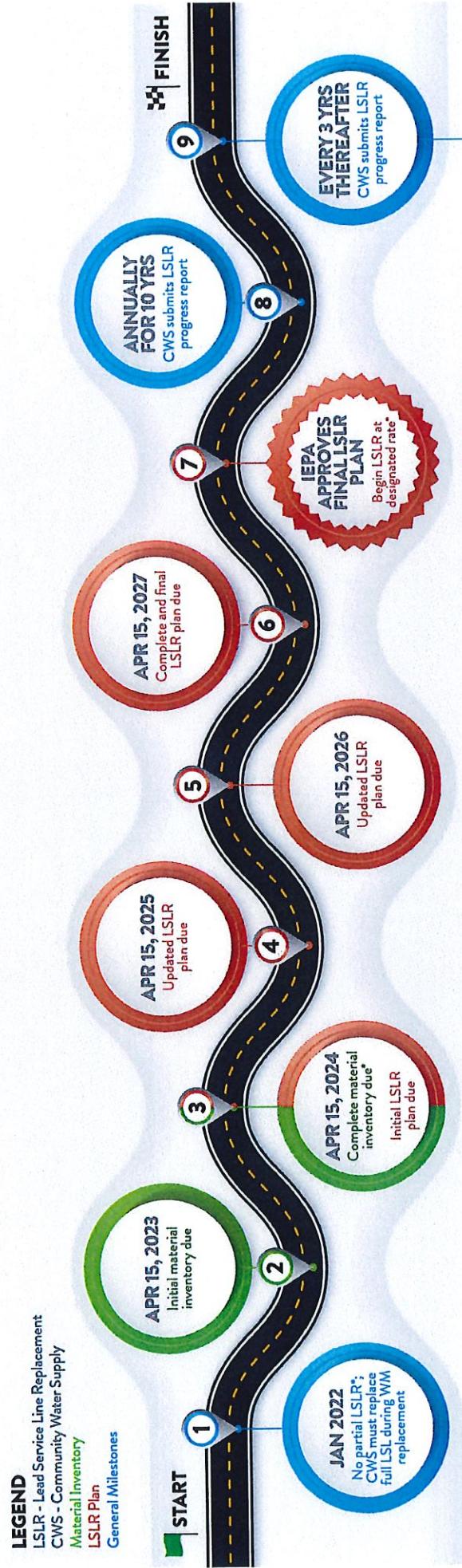
Certified to be a true and accurate copy, passed and adopted on the above date.

Name: _____
Title: _____
(Clerk, Secretary, etc.)

(SEAL)

ILLINOIS LEAD SERVICE LINE REPLACEMENT AND NOTIFICATION ACT

ROADMAP TO COMPLIANCE



*With exceptions noted in act
*Updated Material Inventories are due annually per IEPA requirements.

*See LSLR schedule below for timeline for completion and annual replacement rate requirements.
Compliance requires both conditions to be met.

CONTINUES UNTIL ALL LEAD SERVICE LINES ARE REMOVED

LSLR SCHEDULE
NUMBER OF LSL REPORTED ON APRIL 15, 2027



For more information, please contact
Kristen Meehan at kmmeehan@epeiweb.com or (630) 466-6787



Engineering Enterprises, Inc.
Outstanding Service • Every Client • Every Day
Sugar Grove / Main Office | 52 Wheeler Road, Sugar Grove, IL 60541
Rockford / Branch Office | 724 North Water Street, Suite 306, Rockford, IL 61107
(630) 466-6700



Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Funding Nomination Form for Public Water Supply Loan Program

Annual Filing Deadline: March 31

Loan Number: _____

Check here if new project without a loan number

For Agency Use Only

Date Received

1. Legal Name of Applicant: Matthew Fritz

2. Address: VILLAGE OF COAL CITY
515 SOUTH BROADWAY
COAL CITY, IL-60416

3. Organizational Type:

- Unit of Local Government
- Investor Owned Water Utility
- Not for Profit Water Corporation
- Mutually or Cooperatively Owned Water System
- Other: _____

4. Location Information:

- a) County: Grundy
- b) U.S. Congressional District #: 14
- c) Illinois House District #: 75
- d) Illinois Senate District #: 38
- e) Public Water Supply ID #: IL0630060

5. Authorized Representative:

Name: Mathew T Fritz

Title: ADMINISTRATOR

Phone: 815-634-8608

Email: mfritz@coalcity-il.com

6. Engineer:

Name: Collin Kontio

Firm: Chamlin and Associates

Address: 221 West Washington Street
Morris, IL 60450

Phone: 815-942-1402

Email: collink@chamlin.com

7. Brief Description of Proposed Project Including Cost Estimate
(Attach additional pages if necessary)

Estimated Cost: \$11,810,000.00

Remove and replace lead service lines in the Village of Coal City, Illinois.

8. Reason for Project: The lead service lines in the Village are a health risk to the residents.

If this project is compliance-related, or will resolve water quality issues such as taste, odor, or color, indicate above.

9. Project Location(s): Various spots throughout the Village of Coal City, Illinois

(May be address, address start & end points, latitude/longitude, or brief description)

10. Population Served by the Loan Applicant: 5,705

11. Protection of Assets (using an AMP or Equivalent)

- a. Has the loan applicant implemented a system-wide Asset Management Plan (AMP)? Yes No
- b. Is the loan applicant currently developing a system-wide Asset Management Plan? Yes No
- c. Will the loan be used to develop a system-wide Asset Management Plan? Yes No

12. Additional Questions regarding this Project

- a. Is the project based upon the completion of a system-wide water audit (water loss accounting) Yes No
- b. Does the project involve quantifiable water conservation or efficiency measures, such as metering or reuse? Yes No
- c. Does the applicant utilize a conservation promoting rate structure? Yes No
- d. Does the project include improved technologies or practices to reduce energy consumption, or add renewable energy sources, such as solar panels & wind turbines? Yes No
- e. Does the project include resiliency components, including facilities built for redundancy? Yes No
- f. Does the project implement green infrastructure, such as green roofs or LEED buildings? Yes No
- g. Does this project involve the removal of lead service lines? Yes No

13. Proposed Project Schedule

- a. Project Plan Approval Date: 12/6/2021
- b. Advertise for Bids: 8/15/2022
- c. Construction Start Date: 3/6/2023
- d. Completion of Construction: 10/31/2022

Authorized Representative: _____

Date: _____

DRAFT

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 11, 2023

RE: **RATIFYING THE CCFD IGA ALLOWING LOCATION OF WELL #7 AT FIRE STATION #1**

The Village Board adopted an intergovernmental agreement (IGA) at its Regular Board Meeting of September 13, 2023 in an effort to provide language concerning the placement of Well #7, which was contemplated due to the Coal City Fire District's invitation to move the above ground well head improvement from the parkway onto the existing Fire Station #1 property in order to take advantage of the existing detached garage located along the alley between Berkots and the fire station. The well company who was awarded the bid for the construction of Well #7 was in need of the go ahead regarding the final location which necessitated the creation of the IGA.

Attached is an amended IGA, which includes language provided by the Coal City Fire District (CCFD) that slightly changes some of the language in a manner to keep this contract everlasting as far as its guarantee of location and includes a news section, i.e. Section 4, entitled "Consideration," which ensures Coal City will work with ComEd to ensure there is adequate power at the location for any future expansion(s) of Fire Station #1 in the future. This section reflects the major changes to the IGA since its previous consideration. While other subsections existed within the IGA returned by the CCFD, there is a companion ordinance concerning future TIF contributions to be adopted due to the conversations that occurred between the two governmental entities.

Ratifying this agreement in its current form shall allow the water treatment expansion project to continue forward in its timeline with the underground well work to begin within the next 3-4 weeks.

Recommendation:

Ratify the "Non-Exclusive Easement Agreement Granting Municipal Well Easement," in its attached form confirming the village's intent to locate Well #7 at Fire Station #1 according to the agreed upon terms contained within.

**This document prepared by
and after recording should be
sent to:**

Mark Heinle
Ancel Glink, P.C.
1979 N. Mill Street, Suite 207
Naperville, Illinois 60563

NON-EXCLUSIVE EASEMENT AGREEMENT GRANTING MUNICIPAL WELL EASEMENT

THIS AGREEMENT ("Agreement") is made and shall be effective on the date last subscribed below ("Effective Date"), by and between the VILLAGE OF COAL CITY, an Illinois municipal corporation (the "Village" or "Grantee") and COAL CITY FIRE PROTECTION DISTRICT, an Illinois body corporate and politic (the "District" or "Grantor").

WITNESSETH:

A. The Village is an Illinois non-home rule municipal corporation, organized and operating pursuant to the Constitution and laws of the State of Illinois.

B. The District is an Illinois body corporate and politic, organized and operating pursuant to the Constitution and laws of the State of Illinois.

C. Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities, and generally encourage cooperation between units of local government for the matters of mutual concern.

D. The Village has authority, pursuant to the Illinois Municipal Code, to own, operate and maintain a potable water collection, treatment, storage and distribution system, providing potable water to the residents of the Village and, in fact does so.

E. The Village has recently experienced outages, failures, and closures of various municipal water wells within its water distribution system that have compromised the ability of the Village to safely provide adequate water supplies to the public without the addition to its public water system of an additional municipal water well and related attachments, equipment and appurtenant structures of a size, material, number and depth as the Village deems necessary or desirable for its needs for the location, diversion, or other acquisition of ground water (the "Municipal Well").

F. The District is the legal owner of that certain real property commonly known as 35 South

DeWitt Place Coal City, Illinois 60416, Coal City, Grundy County, Illinois, bearing property identification number 09-02-126-004 and legally described on Exhibit A attached hereto and made a part hereof (the “**Subject Parcel**”).

G. The Village has determined that the ideal site of a new Municipal Well is located in, upon, over, under, and through the Subject Parcel in an area specifically depicted and described in Exhibit B hereto (“**Easement Premises**”).

H. The Village desires to install, own, operate and maintain the Municipal Well in, to, upon, over, across, under and through the Easement Premises.

I. Grantor and Grantee (collectively, the “**Parties**”) mutually desire that Grantor hereby create and grant a permanent easement in, to, upon, over, across, under and through the Easement Premises for the purposes of the Village excavating, installing, constructing, inspecting, operating, replacing, renewing, altering, repairing, cleaning, maintaining, sealing and abandoning in place the Municipal Well upon the terms, provisions and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements of the Parties contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and the Village agree as follows:

1. **Recitals Incorporated by Reference.** The Recitals to this Agreement are incorporated herein as if they had been set forth in the text of this Agreement, as the agreement and understanding of the parties.

2. **Grant and Use of Permanent Municipal Well Easement.** Grantor, on behalf of itself and all future owners of the Subject Parcel and each portion thereof, hereby grant, declare, give and convey a permanent, non-exclusive easement (the “**Municipal Well Easement**”) in favor of the Village and its contractors, agents, employees, representatives, successors, transferees and assigns (each, a “**Grantee**”), in, upon, over, under, through and across the Easement Premises and each portion thereof for the purposes of excavating, installing, constructing, inspecting, operating, replacing, renewing, altering, repairing, cleaning, maintaining, sealing and abandoning in place the Municipal Well as may be necessary or convenient for the collection, storage and distribution of potable water serving the Village’s public water supply system, together with the right of ingress and egress across and through the Easement Premises for persons and equipment to do any or all of the above work in accordance with standard Village practices and having the Municipal Well remain in existence and function properly. The right is also hereby granted to the Village to cut down, trim or remove any trees, shrubs or other plants on the Easement Premises as well as remove any fence or other structure thereon that interferes with the excavation, installation, maintenance or operation of the Municipal Well or with the exercise of any Village rights granted in the Easement Premises. No fences, landscaping, structures or trees shall be placed in the Easement Premises without the approval of the Village. The term of the Municipal Well Easement shall commence upon the Effective Date and continue indefinitely thereafter. Grantee agrees to give Grantor five (5) business days’ notice prior to initially entering upon the Subject Property for the purpose of commencing the initial excavation, installation and construction of the Municipal Well and prompt notice any other time entry is necessary for the purposes herein described. Notwithstanding anything to the contrary in this

Agreement, Grantee's use of the Municipal Well Easement shall not interfere with Grantor's ability to timely and appropriately provide emergency fire suppression and medical services without Grantor's consent.

3. **Covenants of Grantee.** The Village shall not have the right pursuant to this Agreement to: (a) construct or maintain any structure, installation, facility or improvement other than the Municipal Well on, over, across and under the Easement Premises; (b) perform any work on the Subject Property other than within the Easement Premises; (c) permit any lien to be filed against the Subject Parcel or any portion thereof or any improvements thereon for any labor or materials in connection with work performed on the Subject Parcel at the Village's direction or sufferance; (d) undertake any action or work that will interfere with Grantor's ability to timely and appropriately provide emergency fire suppression and medical services without Grantor's consent. As soon as is practicable following the completion of any the Village's work within the Easement Premises, the Village shall restore the surface of whatever portion of the Subject Parcel was disturbed by such work to the same condition as it was in immediately prior to Grantee commencing such work, and all such restoration shall be completed by the Village at its sole cost and expense. The covenants provided herein by the Village shall in each instance be deemed separately given and in no case joint and several.

4. **Consideration.** For and in consideration of good and valuable consideration, the sufficiency of which is hereby acknowledged, the Village shall ensure that the Village's franchise agreement with ComEd or any future amendments thereto shall require ComEd to install infrastructure as may be required to deliver electrical service to Grantor's fire station after it has undergone its addition and remodel in accordance with its then-prevailing rates and terms of service. Nothing herein shall be construed to require the Village of Coal City to install oversized electrical infrastructure at its own expense beyond what is reasonably necessary to service and operate the Municipal well facilities. The parties agree to cooperate with one another to facilitate ComEd's delivery of electrical service to the Fire Station or any future expansions thereof at Fire District's expense.

Grantor acknowledges that it waives any claim or demand for other payment of consideration, all other claims arising out of the above acquisition have been waived, including without limitation, any diminution in value to the Subject Property or any remaining property of the Grantor caused by the permanent Municipal Well easement and temporary construction easement herein granted. This acknowledgment does not waive any claim for trespass or negligence against the Village which may cause damage to the rest of Grantor's property.

5. **Non-Disturbance.** Grantor covenants and agrees that the Grantor shall not in any manner disturb, damage, destroy, injure or obstruct the Municipal Well and shall not obstruct or interfere with Grantee in the exercise of any rights, privileges or authorities hereby given and granted pursuant to the permanent and temporary construction easements herein granted. However, Grantee's use of the Municipal Well Easement shall not interfere with Grantor's ability to timely and appropriately provide emergency fire suppression and medical services without Grantor's consent.

6. **Covenants Run with Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants contained in this Agreement are easements, rights, restrictions, agreements and covenants running with the land, will .

be recorded against the Subject Property, and will be binding upon and inure to the benefit of the Grantor, Grantee, and her respective heirs, executors, administrators, successors, grantees, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

7. **Recording.** This Agreement shall be recorded at the Grundy County Recorder of Deeds by the Village at its own expense and the District hereby authorizes the Village to so record this instrument.

8. **Indemnification and Release of Claims.** Grantee hereby agrees to and shall protect, defend, indemnify, and hold harmless Grantor from and against any and all claims, damages, costs and expenses (including reasonable attorneys' fees), that may be sustained due to the negligent activities, operations or use by Grantee, its agents, employees and contractors, and those claiming by, through or under the Grantee.

9. **Insurance.** Grantee shall ensure that it and any contractor or subcontractor shall carry all necessary insurance to fully protect Grantor from all claims that may arise out of or result from the Agreement, Municipal Well, or any work performed within the Easement Premises.

10. **Reservation of Rights.** Grantor reserves the right to use the Easement Premises and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by Grantee of the rights granted in this Agreement; provided, however, that the District shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises, nor permit the Municipal Water Well Easement to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time whatsoever, without the express prior written consent of the Village. Owner has the right to grant other non-exclusive easements over, along, upon, or across the Easement Premises; provided, however, that any other easements will be subject to this Agreement and the rights granted in this Agreement; and provided further that the Owner must obtain the Village's prior written consent to the terms, nature, and location of any other easements. The Parties acknowledge that the District is in the business of providing fire suppression and emergency medical services. Accordingly, Grantor reserves the right to use the Easement Premises to the extent that it is required for the District to timely and appropriately provide emergency fire suppression and medical services.

11. **Amendments.** This Agreement, together with Exhibits A and B hereto, contains the entire agreement between the Parties hereto relating to the permanent and temporary construction easements herein granted. This Agreement may be modified, amended, or supplemented only by subsequent written agreement of the Grantor and Grantee.

12. **Assignment of Rights.** Grantor agrees that Grantee may assign its rights or delegate its duties under this Agreement, in whole or in part, without Grantor's consent.

13. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered on the first day following delivery to an overnight courier service or on the third day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid, as follows:

| | |
|------------------------|---|
| The District: | President Randy Alderson (or successor Board President) 35 S. DeWitt Place Coal City, IL 60416 |
| With a copy to: | Fire Chief James Seerup (or successor Fire Chief) 35 S. DeWitt Place Coal City, IL 60416 |
| With a copy to: | John Motylinski Ottosen DiNolfo Hasenbalg & Castaldo, Ltd. 1804 N. Naper Blvd., Suite 350 Naperville, IL 60563 |
| The Village: | Village Administrator Village of Coal City 515 S. Broadway Coal City, IL 60416 |
| With a copy to: | Mark Heinle Ancel Glink, P.C. 1979 N. Mill Street, Suite 207 Naperville, IL 60563 |

Addressees and addresses may be changed by the parties by notice given in accordance with the provisions hereof.

14. **Governing Law.** This Agreement and the obligation of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any dispute arising under this Agreement shall be exclusively in Grundy County, Illinois.

15. **Enforcement.** If any party(s) hereto shall default in the performance of an obligation under this Agreement or otherwise breach a provision of this Agreement (such party(s) being herein called the "**Defaulting Party(s)**"), the other party(s) (the "**Enforcing Party(s)**") shall be entitled to obtain an order specifically enforcing the performance of that obligation or an injunction prohibiting that breach. The foregoing shall be in addition to all other remedies that may be available to the Enforcing Party(s) at law or in equity. In any action between the parties concerning this Agreement, the prevailing party(s) shall be reimbursed by the other party(s) on demand for all costs reasonably incurred by the prevailing party in connection with the action, including without limitation,

reasonable attorneys' fees, court costs and related costs.

16. **Non-waiver.** Neither the failure nor delay of either party to enforce any violation of, nor to insist upon the strict performance of, any obligation under this Agreement, shall be deemed a waiver by such party of any other future breach. A waiver by either party of a breach of, or a default in, any of the terms of this Agreement by the other party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No party's exercise of any remedy under this Agreement shall be deemed to be an election of remedies or waiver of any other remedy provided for in this Agreement, or otherwise available at law or in equity.

17. **Condemnation.** If any or all of the Easement Premises, shall be taken by any competent authority for public use or purpose, or if Grantor shall make a conveyance of such real estate under threat thereof, Grantor shall be entitled to the entire award or compensation, and the Village shall have no right to claim any portion thereof by virtue of any interest created by this Agreement; provided, however, that: (i) the Village shall have the right to assert any claims at law or in equity before said authority based on the effect of said taking on the easements herein granted, and (ii) the Village shall be entitled to any award or compensation obtained thereby.

18. **No Joint Venture.** Nothing in this Agreement shall be construed to make the parties hereto, or any combination thereof, partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

19. **Severability.** If any provision of this Agreement or the application of any provision to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement shall remain unaffected and shall be enforced to the fullest extent permitted by law. In addition, to the extent possible, any such term or provision shall be deemed modified so that the intention of the parties is maintained to the extent permitted by applicable law.

20. **Headings/Exhibits.** The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Any reference to an exhibit in this Agreement shall be deemed to incorporate by reference that exhibit into this Agreement such that it is an integral part of this Agreement.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives and officers to execute this Agreement.

VILLAGE OF COAL CITY

By: _____
Village President David A. Spesia

Date

ATTEST

By: _____
Village Clerk Alexis Stone

State of Illinois)
)
) ss
County of Grundy)

COAL CITY FIRE PROTECTION DISTRICT

By: _____
Board President Randy Alderson

Date

ATTEST

By: _____
Board Secretary Mitchell Bailey

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that David A. Spesia, personally known to me to be the Village President of the Village of Coal City, and Alexis Stone, personally known to me to be the Village Clerk for the Village of Coal City, appeared before me this day in person and acknowledged that they signed this instrument in their respective capacities as the Village President and Village Clerk of the Village of Coal City pursuant to authority granted to them by the Village Board of the Village of Coal City.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

State of Illinois)
)
) ss
County of Grundy)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Randy Alderson and Mitchell Bailey, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed this instrument as their free and voluntary acts, for purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 20__.

(seal)

Notary Public

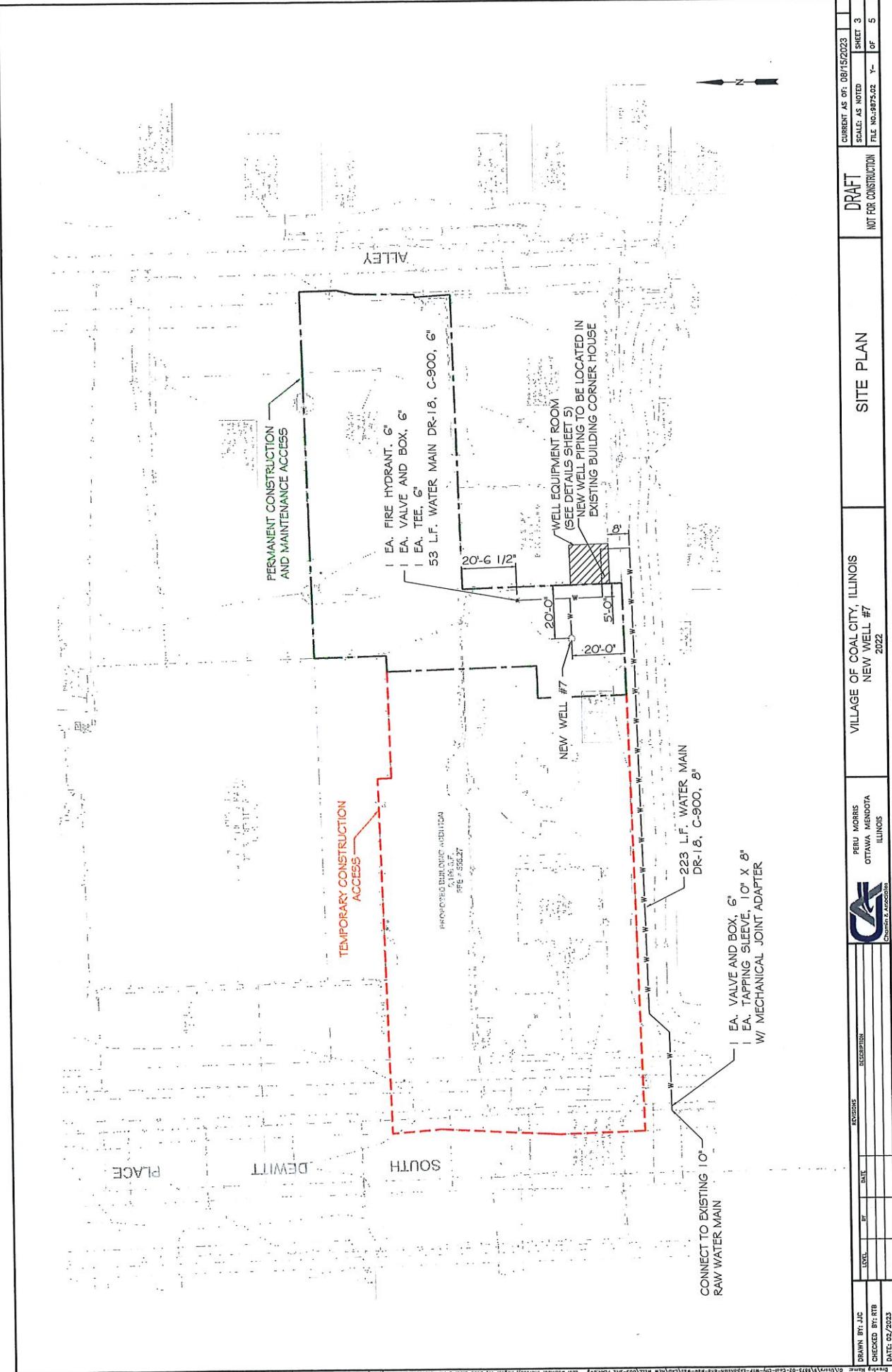
EXHIBIT A

Subject Parcel Legal Description

EXHIBIT B

Easement Premises

Appended on following page, depicting and describing:



MEMO

TO: Mayor Spesia and the Board of Trustees

FROM: Matthew T. Fritz
Village Administrator

MEETING

DATE: October 11, 2023

RE: **GRANT AGREEMENT WITH IEMA FOR CCEMA OPERATIONAL EXPENSES**

Each year, the village's Emergency Management Agency Coordinator, George Hanson, applies for and secures funding from the IEMA because of its participation with statewide nuclear disaster drills. Due to Coal City's location, CCEMA ends up monitoring and or participating in each of the drills throughout the regular 3-years cycle (with Dresden, Braidwood and LaSalle each having their own designating year within the cycle).

Customarily, the State of Illinois has required Mr. Hanson to apply for the funds via the exhibit that has now become an attachment to a larger agreement. Due to the funds being made available with this larger agreement, this item was included onto the agenda for Board action prior to receiving the funds. These funds assist with the overall funding of this volunteer unit. These funds represent 1/3 to 1/2 of the annual funds expended for this operation dependent upon capital equipment being maintained or purchased.

Recommendation:

Authorize Mayor Spesia to enter into an agreement with IEMA & the Office of Homeland Security to secure funds for the CCEMA.

SPEND PLAN

| <p>GOVERNMENT: Coal City, Village</p> <p>STATION/COUNTY: Dresden/Grundy</p> <p>REQUESTED: \$ 7,440.00</p> <p>APPROVED: \$ 7,450.00</p> <p>OBLIGATED: \$ 7,450.00</p> <p>DATE APPLICATION REC'D: May 5, 2023</p> | FY24 SPEND PLAN FY23 REM = \$0.00 Voucher #1 = \$7,450.00 | |
|---|--|-------------------|
| EXPENSE | AMOUNT | REMARKS |
| PERSONNEL SERVICES | | |
| PLANNING | \$ 250.00 | |
| TRAINING | \$ - | |
| EX/DRILLS | \$ - | |
| TOTAL | \$ 250.00 | |
| INDIVIDUAL TRAVEL | | |
| PLANNING | \$ - | |
| TRAINING | \$ - | |
| EX/DRILLS | \$ - | |
| TOTAL | \$ - | |
| EQUIPMENT USE | | |
| PLANNING | \$ - | |
| TRAINING | \$ - | |
| EX/DRILLS | \$ - | |
| TOTAL | \$ - | |
| MISCELLANEOUS | | |
| TELECOM | \$ 6,100.00 | per t/c agreement |
| MAINTENANCE AGREEMENTS | \$ 1,100.00 | EOC IT Agreement |
| OFFICE SUPPLIES | \$ - | |
| TOTAL | \$ 7,200.00 | |
| SPECIAL REQUEST | | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| TOTAL | \$ - | |
| GRAND TOTAL | \$ 7,450.00 | |

**GRANT AGREEMENT****BETWEEN****THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY AND OFFICE OF HOMELAND SECURITY****AND****VILLAGE OF COAL CITY**

The parties to this Grant Agreement (Agreement) are the State of Illinois (State), acting through the undersigned agency (Grantor) and the Village of Coal City (Grantee) (collectively, the "Parties" and individually, a "Party"). The Agreement, consisting of the signature page, the parts listed below, and any additional exhibits or attachments referenced in this Agreement, constitute the entire agreement between the Parties. No promises, terms, or conditions not so recited, incorporated or referenced herein, including prior agreements or oral discussions, are binding upon either Grantee or Grantor.

PART ONE – The Uniform Terms

- Article I** Definitions
- Article II** Award Information
- Article III** Grantee Certifications and Representations
- Article IV** Payment Requirements
- Article V** Scope of Award Activities/Purpose of Award
- Article VI** Budget
- Article VII** Allowable Costs
- Article VIII** Lobbying
- Article IX** Maintenance and Accessibility of Records; Monitoring
- Article X** Financial Reporting Requirements
- Article XI** Performance Reporting Requirements
- Article XII** Audit Requirements
- Article XIII** Termination; Suspension; Non-compliance
- Article XIV** Subcontracts/Subawards
- Article XV** Notice of Change
- Article XVI** Structural Reorganization and Reconstitution of Board Membership
- Article XVII** Conflict of Interest
- Article XVIII** Equipment or Property
- Article XIX** Promotional Materials; Prior Notification
- Article XX** Insurance
- Article XXI** Lawsuits and Indemnification
- Article XXII** Miscellaneous
- Exhibit A** Project Description
- Exhibit B** Deliverables or Milestones
- Exhibit C** Contact Information
- Exhibit D** Performance Measures and Standards
- Exhibit E** Specific Conditions

PART TWO – Grantor-Specific Terms**PART THREE – Project-Specific Terms**

PART ONE – THE UNIFORM TERMS**ARTICLE I
DEFINITIONS**

1.1. Definitions. Capitalized words and phrases used in this Agreement have the meanings stated in 2 CFR 200.1 unless otherwise stated below.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Catalog of State Financial Assistance" or "CSFA" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Close-out Report" means a report from the Grantee allowing Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Cooperative Research and Development Agreement" has the same meaning as in 15 USC 3710a.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"GATU" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Grant Funds" means the Financial Assistance made available to Grantee through this Agreement.

"Grantee Portal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of Indirect Costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

State of Illinois
GRANT AGREEMENT FISCAL YEAR 2024 (9.8.23)
Page 3 of 30

State of Illinois
GRANT AGREEMENT FISCAL YEAR 2024 (9.8.23)
Page 4 of 30

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes.

"Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement. "Program" is used interchangeably with "Project."

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"State Grantee Compliance Enforcement System" means the statewide framework for State agencies to manage occurrences of non-compliance with Award requirements.

"State-Issued Award" means the assistance that a grantee receives directly from a State agency. The funding source of the State-issued Award can be federal pass-through, State or a combination thereof. "State-Issued Award" does not include the following:

- contracts issued pursuant to the Illinois Procurement Code that a State agency uses to buy goods or services from a contractor or a contract to operate State government-owned, contractor-operated facilities;
- agreements that meet the definition of "contract" under 2 CFR 200.1 and 2 CFR 200.331, which a State agency uses to procure goods or services but are exempt from the Illinois Procurement Code due to an exemption listed under 30 ILCS 500/1-10, or pursuant to a disaster proclamation, executive order, or any other exemption permitted by law;
- amounts received for services rendered to an individual;
- Cooperative, Research and Development Agreements;
- an agreement that provides only direct cash assistance to an individual;
- a subsidy;
- a loan;
- a loan guarantee; or
- insurance.

"Illinois Stop Payment List" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unallowable Cost" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier," or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on July 1, 2023 and expires on June 30, 2024 (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement; Grant Funds must not exceed \$7,450,000, of which \$0 are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

2.3. Payment. Payment will be made as follows (see additional payment requirements in ARTICLE IV; additional payment provisions specific to this Award may be included in PART TWO or PART THREE).

2.4. Award Identification Numbers. The Catalog of State Financial Assistance (CSFA) Number is 588-20-1018 and the CSFA Name is Radiological Emergency Preparedness Program. If applicable, the State Award Identification Number (SAIN) is 1018-446538.

ARTICLE III GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and FIV4K2CB38G7 is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

Grantee must remain current with these registrations and requirements. If Grantee's status with regard to any of these application changes, or the certifications made in and information provided in the uniform grant application changes, Grantee must notify Grantor in accordance with ARTICLE XV.

3.2. Tax Identification Certification. Grantee certifies that: 366005836 is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a Governmental Unit.

If Grantee has not received a payment from the State of Illinois in the last two years, Grantee must submit a W-9 tax form with this Agreement.

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or Federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 7/08/5(b).

3.4. Representations and Use of Funds. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement must be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions will be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

State of Illinois
GRANT AGREEMENT FISCAL YEAR 2024 (9.8.23)
Page 5 of 30

3.5. Specific Certifications. Grantee is responsible for compliance with the enumerated certifications in this Paragraph to the extent that the certifications apply to Grantee.

(a) Bribery. Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record.

(b) Bid Rigging. 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 Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) Debt to State. Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt.

(d) International Boycott. Grantee certifies that neither it nor any substantially owned affiliated company is participating or will participate in an international boycott in violation of the provision of the Anti-Boycott Act of 2018, Part II of the Export Control Reform Act of 2018 (50 USC 4841 through 4843), and the anti-boycott provisions set forth in Part 760 of the Federal Export Administration Regulations (15 CFR Parts 730 through 774).

(e) Discriminatory Club Dues or Fees. Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses employees or agents for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/2).

(f) Pro-Children Act. Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18) (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) Drug-Free Workplace. If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that if it is a recipient of federal pass-through funds, it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8103.

(h) Motor Voter Law. Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 et seq.) and

(i) Clean Air Act and Clean Water Act. Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.).

(j) Debarment. Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily

State of Illinois
GRANT AGREEMENT FISCAL YEAR 2024 (9.8.23)
Page 6 of 30

and all regulations and rules promulgated thereunder, including withholding provisions and timely excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) Non-procurement Debarment and Suspension. Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 375, Subpart C.

(l) Health Insurance Portability and Accountability Act. Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-194, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) Criminal Convictions. Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 1 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

(ii) It must disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. Failure to disclose may result in remedial actions as stated in the Grant Accountability and Transparency Act, 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total federal Financial Assistance, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix XII of 2 CFR Part 200, and 30 ILCS 708/40.

Federal Funding Accountability and Transparency Act of 2006 (FFATA). Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101 with respect to Federal Awards greater than or equal to \$30,000. A FFATA subaward report must be filed by the end of the month following the month in which the award was made.

(o) Illinois Works Review Panel. For Awards made for public works projects, as defined in the Illinois Works Jobs Program Act, Grantee certifies that it and any contractor(s) or subcontractor(s) that performs work using funds from this Award, must, upon reasonable notice, appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

(p) Anti-Discrimination. Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101, et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1, et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-5); Section 504 of the Rehabilitation Act of 1973 (25 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101, et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

(q) Internal Revenue Code and Illinois Income Tax Act. Grantee certifies that it complies with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5/),

and all regulations and rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

ARTICLE IV PAYMENT REQUIREMENTS

(k) Availability of Appropriation: Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor must provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Paragraph will be effective upon the date of the written notice unless otherwise indicated.

(l) Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by Grantor. 2 CFR 200.458.

(m) Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE.

(n) Cash Management Improvement Act of 1990. Unless notified otherwise in accordance with PART THREE, Grantee must manage federal funds received under this Agreement in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501, et seq., and any other applicable federal laws or regulations. 2 CFR 200.305; 44 Ill. Admin. Code 7000.120.

(o) Payments to Third Parties. Grantor will have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

(p) Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used Grant Funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantor must pay Grantee for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.7. Interest.

(q) All interest earned on Grant Funds held by a Grantee will be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in PART TWO or PART THREE. Grantee must remit

annually any amount due in accordance with 2 CFR 200.305(b)(9) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(8).

4.8. Timely Billing Required. Grantee must submit any payment request to Grantor within fifteen (15) days of the end of the quarter, unless another billing schedule is specified in ARTICLE II, PART TWO, or PART THREE. Failure to submit such payment request timely will render the amounts billed Unallowable Costs which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.9. Certification: Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee (or subrecipient) must contain the following certification by an official authorized to legally bind Grantee (or subrecipient):

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

5.1. Scope of Award Activities/Purpose of Award. Grantee must perform as described in this Agreement, including as described in Exhibit A (Project Description), Exhibit B (Deliverables or Milestones), and Exhibit D (Performance Measures and Standards), as applicable. Grantee must further comply with all terms and conditions set forth in the Notice of State Award (44 Ill. Admin. Code 7000.360) which is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE (Project-Specific Terms).

5.2. Scope Revisions. Grantee must obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b)(2). All requests for scope revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment are included in Exhibit E. Grantee must adhere to the specific conditions listed therein. 44 Ill. Admin. Code 7000.340(e).

ARTICLE VI BUDGET

6.1. Budget. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee must obtain Prior Approval, whether mandated or discretionary, from Grantor whenever a Budget revision, is necessary for one or more of the reasons enumerated in 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval must be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval.

6.3. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached. 44 Ill. Admin. Code 7000.370(b)(7).

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement will be determined in accordance with 2 CFR Part 200 Subpart E and Appendices III, IV, V, and VII.

7.2. Indirect Cost Rate Submission.

(a) All grantees, except for Local Education Agencies (as defined in 34 CFR 77.1), must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs. 44 Ill. Admin. Code 7000.420(e).

(i) Waived and de minimis Indirect Cost Rate elections will remain in effect until Grantee elects a different option.

(b) Grantee must submit an Indirect Cost Rate Proposal in accordance with federal and State regulations, in a format prescribed by Grantor. For grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to 2 CFR Part 200 governs state/Local Governmentwide Central Service Cost Allocation Plans.

(c) A grantee who has a current, applicable rate negotiated by a cognizant federal agency must provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the federal government and a copy of all documentation regarding the allocation methodology for costs used to negotiate that rate, e.g., without limitation, the cost policy statement or disclosure narrative statement. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

(d) A grantee who does not have a current negotiated rate, may elect to charge a de minimis rate of 10% or Modified Total Direct Cost which may be used indefinitely. No documentation is required to justify the 10% de minimis Indirect Cost Rate. 2 CFR 200.14(f).

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. Commercial Organization Cost Principles. The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.5. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) Accounting System. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, obligations, unbilled balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) Source Documentation. Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation must be clearly identified with the Award and general ledger accounts which are to be charged or credited.

The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.
 (i) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE or Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.
 (ii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the

agreement, and the signatures of both the contractor and an appropriate official of Grantee.
 (iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

(c) Internal Control. Grantee must maintain effective control and accountability for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303.

(d) Budget Control. Grantee must maintain records of expenditures for each Award by the cost categories of the approved Budget (including Indirect Costs that are charged to the Award), and actual expenditures are to be compared with budgeted amounts at least quarterly.

(e) Cash Management. Requests for advance payment must be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.6. Profits. It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.7. Management of Program Income. Grantee is encouraged to earn income to defray Program Costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII LOBBYING

8.1. Improper Influence. Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the state or federal legislature in connection with the awarding of any grant; the making of any loan; the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

8.2. Federal Form LLL. If any federal funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

8.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any indirect Costs associated with this Agreement, total lobbying costs must be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

8.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its subrecipients have complied and will comply with Illinois Executive Order No. 1 (2007) (EO 1-2007), EO 1-2007 generally prohibits grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same

purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8.5. Subawards. Grantee must include the language of this ARTICLE in the award documents for any disclosure. Pursuant to Appendix III to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

8.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications will be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE IX MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

9.1. **Records Retention.** Grantee must maintain for three (3) 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 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 700.430(a) and (b) or PART TWO or PART THREE. 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.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin.

Code 700.430(f), must 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, Grantor's Inspector General, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

9.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE, establishes a presumption in favor of the State for the recovery of any Grant Funds paid by the State under the Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

9.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable state and federal requirements and to assure its performance expectations are being achieved. Grantor will monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the Award. Grantee must timely submit all financial and performance reports, and must supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by Program needs. 2 CFR 200.329; 200.332. Additional monitoring requirements may be in PART TWO or PART THREE.

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in PART TWO or PART THREE. Grantee

ARTICLE X FINANCIAL REPORTING REQUIREMENTS

10.2. Financial Close-out Report.

- (a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in PART TWO or PART THREE, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
- (b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

- 10.3. Effect of Failure to Comply. Failure to comply with the reporting requirements in this Agreement may cause a delay or suspension of funding or require the return of improper payments or Unallowable Costs, and will be considered a material breach of this Agreement. Grantee's failure to comply with ARTICLE X, ARTICLE XI, or ARTICLE XVII will be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

- 11.1. Required Periodic Performance Reports. Grantee must submit performance reports as requested and in the format required by Grantor no later than the due date(s) specified in PART TWO or PART THREE, 44 Ill. Admin. Code 7000.410. Grantee must report to Grantor on the performance measures listed in Exhibit D, PART TWO or PART THREE at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in PART TWO, PART THREE, or Exhibit E pursuant to specific award conditions. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329.

- 11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).
- 11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the period; where the accomplishments can be quantified: a compilation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

(GAAS).

- (iii) If Grantee is a Local Education Agency (as defined in 24 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.
- (iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i)-(iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.
- (v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

- (a) This Paragraph applies to Grantees that are ""for-profit" entities.
 - (b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.
 - (c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.
 - (d) Publicly-Traded Entities. If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.
- (c) Financial Statement Audit. When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

12.5. Performance of Audits.

For those organizations required to submit an independent audit report, the audit must be conducted by the Illinois Auditor General (as required for certain governmental entities only), or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For all audits required to be performed subject to GAAS or Generally Accepted Auditing Standards, Grantee must request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee must follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents.

12.6. Delinquent Reports.

When audit reports or financial statements required under this ARTICLE are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they must be provided to Grantor within thirty (30) days of becoming available. Grantee should refer to the State Grantee Compliance Enforcement System for the policy and consequences for late reporting. 44 Ill. Admin. Code 7000.80.

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit E based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State-issued Awards, but expends \$300,000 or more in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards

TERMINATION; SUSPENSION; NON-COMPLIANCE**13.1. Termination.**

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30)

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(4).

(c) This Agreement may be terminated, in whole or in part, by Grantor:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Award; or

(iii) If the Award no longer effectuates the Program goals or agency priorities as set forth in Exhibit A, PART TWO OR PART THREE.

13.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1, or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional Obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

13.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties must follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

13.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

13.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for allowable expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Except as set forth in subparagraph (c), below, Grantee must not incur any costs or Obligations that require the use of Grant Funds after the effective date of a suspension or termination, and must cancel as many outstanding Obligations as possible.

(c) Costs to Grantee resulting from Obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless Grantor expressly authorizes them in the notice of suspension or termination or subsequently. However, Grantor may allow costs during a suspension or after termination if:

(i) The costs result from Obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated prematurely. 2 CFR 200.343.

13.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties must comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIV
SUBCONTRACTS/SUBAWARDS**

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for 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. Grantee must notify any potential subrecipient that the subrecipient must obtain and provide to the Grantee a Unique Entity Identifier prior to receiving a subaward. 2 CFR 25.300.

14.2. Application of Terms. If Grantee enters into a subaward agreement with a subrecipient, Grantee must notify the subrecipient of the applicable laws and regulations and terms and conditions of this award by attaching this Agreement to the subaward agreement. The terms of this Agreement apply to all subawards authorized in accordance with Paragraph 14.1. 2 CFR 200.101(b)(2).

14.3. Liability as Guaranty. Grantee will be liable as guarantor for any Grant Funds it obliges to a subrecipient or subcontractor pursuant to this ARTICLE in the event Grantor determines the funds were either misappropriated or are being improperly held and the subrecipient or subcontractor is insolvent or otherwise fails to return the funds. 2 CFR 200.345; 30 ILCS 705/6; 44 Ill. Admin. Code 7000.450(a).

**ARTICLE XV
NOTICE OF CHANGE**

15.1. Notice of Change. Grantee must notify Grantor if there is a change in Grantee's legal status, FEIN, UEI, SAM registration status, Related Parties, senior management (for nongovernmental grantees only) or address. If the change is anticipated, Grantee must give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee must give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to

notify Grantor as required by Paragraph 15.1.

15.3. Notice of Impact. Grantee must notify Grantor in writing of any event, including, by not limited to, becoming a party to litigation, an investigation, or transaction that may have a material impact on Grantee's ability to perform under this Agreement. Grantee must provide notice to Grantor as soon as possible, but no later than five (5) days after Grantee becomes aware that the event may have a material impact.

15.4. Effect of Failure to Provide Notice. Failure to provide the notice described in this ARTICLE is grounds for termination of this Agreement and any costs incurred after the date notice should have been given may be disallowed.

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

16.1. Effect of Reorganization. This Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. Grantor does not agree to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee must give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for nongovernmental Grantees only, management makeup (for example, a merger or a corporate restructuring), and must provide all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Grantor reserves the right to terminate the Agreement based on whether the newly organized entity is able to carry out the requirements of the Award. This ARTICLE does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.113; 30 ILCS 708/35.

17.2. Prohibited Payments. Payments made by Grantor under this Agreement must not be used by Grantee to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee must request permission from Grantor to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, units of Local Government and related entities.

17.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 17.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may grant an such exemption subject to additional terms and conditions as Grantor may require.

ARTICLE XVIII

EQUIPMENT OR PROPERTY

- 18.1. Purchase of Equipment.** For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.
- 18.2. Prohibition against Disposition/Encumbrance.** Any equipment, material, or real property that Grantee purchases or improves with Grant Funds must not be sold, transferred, encumbered (other than original financing) or otherwise disposed of during the Award Term without Prior Approval of Grantor unless a longer period is required in PART TWO or PART THREE and permitted by 2 CFR Part 200 Subpart D. Use or disposition of real property acquired or improved using Grant Funds must comply with the requirements of 2 CFR 200.311. Real property, equipment, and intangible property that are acquired or improved in whole or in part using Grant Funds are subject to the provisions of 2 CFR 200.316. Grantor may require the Grantee to record liens or other appropriate notices of record to indicate that personal or real property has been acquired or improved with this Award and that use and disposition conditions apply to the property.

- 18.3. Equipment and Procurement.** Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317–200.326 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.
- 18.4. Equipment Instructions.** Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

- 18.5. Domestic Preferences for Procurements.** In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, Grantee must, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Award.

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

- 19.1. Promotional and Written Materials.** Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grant Funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee must obtain Prior Approval for the use of those funds (2 CFR 200.467) and must include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." 2 CFR 200.467. Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to

Grantee.

19.2. Prior Notification/Release of Information. Grantee must notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and must cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XX INSURANCE

20.1. Maintenance of Insurance. Grantee must maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

20.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered must be surrendered to Grantor.

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

21.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee must provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee must provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement is strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

21.2. Indemnification and Liability.

(a) Non-governmental entities. This subparagraph applies only if Grantee is a non-governmental entity. Grantee must hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor is governed by the State Employee Indemnification Act (5 ILCS 350/01 et seq.) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) Governmental entities. This subparagraph applies only if Grantee is a governmental unit as designated in Paragraph 3.2. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of the other Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement is not construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXII MISCELLANEOUS

22.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Illinois Executive Order 15-09.

22.2. Assignment Prohibited. This Agreement must not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor, in writing renders this Agreement null, void and of no further effect.

22.3. Copies of Agreements upon Request. Grantee must, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

22.4. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

22.5. Severability. If any provision of this Agreement is declared invalid, its other provisions will remain in effect.

22.6. No Waiver. The failure of either Party to assert any right or remedy pursuant to this Agreement will not be construed as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

22.7. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, are governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 et seq. Grantor does not waive sovereign immunity by entering into this Agreement.

22.8. Compliance with Law. This Agreement and Grantee's Obligations and services hereunder must be performed in compliance with all applicable Federal and State laws, including, without limitation, federal regulations, State administrative rules, including but not limited to 44 Ill. Admin. Code Part 7000, laws and rules which govern disclosure of confidential records or other information obtained by Grantee concerning persons served under this Agreement, and any license requirements or professional certification provisions.

22.9. Compliance with Freedom of Information Act. Upon request, Grantee must make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. 5 ILCS 140/7(2).

22.10. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement controls. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE controls. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO controls. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) controls.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in **PART TWO** or **PART THREE**, and in such cases, those requirements control.

22.11. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act control. 30 ILCS 708/80.

22.12. Headings. Articles and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

22.13. Counterparts. This Agreement may be executed in one or more counterparts, each of which are considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (.PDF) document are deemed original for all purposes.

22.14. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, Grantor has the right to recover reasonable attorney's fees, costs and expenses associated with such proceedings.

22.15. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CFEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 700.90 and ARTICLE XII; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

The Illinois Nuclear Safety Preparedness Act (the Act), 420 ILCS 5, authorizes the Grantor to compensate local governments from fees collected pursuant to Section 4 of the Act for expenses incurred in activities defined as necessary by the Grantor to implement and maintain the plans and programs authorized by the Act. To be eligible for a grant, the local government must be an active participant in the Illinois Radiological Emergency Preparedness (REP) Program. The purpose of this Agreement is to compensate the Grantee, a local government with direct response duties, for its costs for maintaining the Illinois Plan for Radiological Accidents (IPRA) and for IPRA response capabilities.

This Agreement will be administered under the parameters set forth in 32 Ill. Admin. Code 501. As defined in 32 Ill. Admin. Code 501.90, the following categories are used by the Grantor in determining necessary activities and authorized expenses payable under this grant program:

- Plan development and maintenance
- Preparation for and participation in training
- Preparation for and participation in exercises and drills
- Maintenance of a specific capability to implement nuclear emergency response plans

EXHIBIT B**DELIVERABLES OR MILESTONES**

The Grantee is required to perform each of the following tasks:

1. Annual review and update of the IPRA.
2. Exercise participation and successful demonstration of required exercise criteria.
3. Successful corrective actions for issues identified in an exercise or a federal or state plan review.
4. Biennial participation in specific REP training provided or approved by the Grantor.
5. Submission of performance reports as set forth in Exhibit D.
6. Submission of financial claim forms as set forth in Exhibit D.

EXHIBIT C**CONTACT INFORMATION****CONTACTS FOR NOTIFICATION AND GRANT ADMINISTRATION:**

Unless specified elsewhere, all notices required or desired to be sent by either Party must be sent to the persons listed below. Grantee must notify Grantor of any changes in its contact information listed below within five (5) business days from the effective date of the change, and Grantor must notify Grantee of any changes to its contact information as soon as practicable. The Party making a change must send any changes in writing to the contact for the other Party. No amendment to this Agreement is required if information in this Exhibit is changed.

FOR OFFICIAL GRANT NOTIFICATIONS and GRANT ADMINISTRATION**GRANTEE CONTACT**

| |
|--|
| Name: <u>George H. Hanson</u> |
| Title: <u>ESDA Coordinator</u> |
| Address: <u>545 S. Broadway St Coal City, IL</u> |
| Phone: <u>815-634-2341</u> |

E-mail Address: ghanson@coalcity-il.gov

GRANTOR CONTACT

| |
|---|
| Name: Tolly Khezevich |
| Title: Disaster Services Planner |
| Address: 1035 Outer Park Dr., Springfield IL 62704 |
| Phone: (217) 785-9943 |
| Fax: (217) 524-9036 |
| E-mail Address: <u>tolly.khezevich@illinois.gov</u> |

EXHIBIT D

PERFORMANCE MEASURES AND STANDARDS

The Grantee shall submit performance reports and financial claim forms to the Grantor according to the schedule set out below.

The performance reports must detail in narrative form all work completed toward each Task described in Exhibit B during the reporting period. The financial claim forms show the eligible costs in accordance with the Spend Plan during the reporting period.

If the Grantee is a county, performance reports and financial claim forms are due on a quarterly basis in accordance with the following schedule:

- 1st Quarter (July-September): due October 31
- 2nd Quarter (October-December): due January 31
- 3rd Quarter (January-March): due April 30
- 4th Quarter (April-June): due July 31.

If the Grantee is a political subdivision other than a county, performance reports and financial claim forms are due on a biannual basis in accordance with the following schedule:

- 1st and 2nd Quarter (July-December): due January 31
- 3rd and 4th Quarter (January-June): due July 31

The performance reports and financial claim forms must be signed, include a copy of the related receipts that verify eligible expenditures of Grant Funds, and be mailed or faxed to the Grantor by the applicable due date.

EXHIBIT E

SPECIFIC CONDITIONS

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition. The Grantee agrees to comply with any special conditions that have been imposed as a result of the Grantee's programmatic, financial and administrative internal control questionnaires.

Special Conditions: None

PART THREE –PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in PART ONE, Grantor has the following additional requirements for its Grantees:

[Here is where Grantor lists its specific requirements. Numbering should continue from PART ONE, so the first Article of PART TWO should be ARTICLE XXIII and the first paragraph should be 23.1.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 16.2, 20.1, and 22.10 for information that may be required in this PART TWO.]

In addition to the uniform requirements in PART ONE and Grantor-Specific Terms in PART TWO, Grantor has the following additional requirements for this Project:

[Here is where Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from PART TWO.]

[See Paragraphs 2.3, 4.2, 4.3, 4.4, 4.7, 4.8, 5.1, 7.5, 9.1, 9.4, 10.1, 10.2, 11.1, 11.2, 11.3, 12.2, 12.3, 13.1, 16.1, 16.2, 20.1, and 22.10 for information that may be required in this PART THREE.]

2023 Total CAD Events

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------|------|------|-------------|
| CLARK | 30 | 41 | 29 | 7 | 9 | 5 | 8 | 14 | 10 | | | | 153 |
| GORON | 50 | 65 | 54 | 71 | 86 | 58 | 98 | 86 | 92 | | | | 660 |
| IMIHOF | 6 | 5 | 11 | 11 | 29 | 70 | 85 | 83 | 24 | | | | 324 |
| JONES | 93 | 103 | 92 | 105 | 116 | 112 | 86 | 63 | 120 | | | | 890 |
| KASHER | 8 | 38 | 8 | | | | | | | | | | 54 |
| LARSON | 93 | 97 | 125 | 91 | 142 | 85 | 98 | 25 | 173 | | | | 929 |
| LOGAN | 2 | 5 | 2 | | | | | | | | | | 9 |
| MAZZONE | 34 | 57 | 73 | 33 | 19 | | | | | | | | 216 |
| MORAN | 3 | 3 | 4 | 22 | 20 | 26 | 31 | 30 | 13 | | | | 152 |
| NUGENT | 51 | 66 | 50 | 42 | 43 | 50 | 50 | 24 | 10 | | | | 386 |
| ROTH | 72 | 65 | 103 | 78 | 69 | 120 | 88 | 95 | 128 | | | | 818 |
| STADLER | | | | | | | | | | 13 | 76 | | 89 |
| STOCKDELL | 68 | 70 | 87 | 84 | 97 | 123 | 73 | 81 | 79 | | | | 767 |
| BUTTERFIELD | 16 | | | | | | | | | | | | 21 |
| PAQUETTE | | | | | | | | | | | | | |
| POST | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 526 | 615 | 638 | 549 | 630 | 654 | 617 | 514 | 725 | | | | 5468 |

2023 Calls Requiring a Report

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------|------|------|-------------|
| CLARK | 6 | 7 | 11 | 14 | 8 | 5 | 8 | 6 | 1 | | | | 66 |
| GORON | 10 | 20 | 23 | 39 | 22 | 16 | 28 | 20 | 21 | | | | 199 |
| IMHOF | 5 | 5 | 11 | 9 | 11 | 22 | 46 | 48 | 8 | | | | 165 |
| JONES | 38 | 30 | 33 | 43 | 31 | 29 | 31 | 15 | 48 | | | | 298 |
| KASHER | 2 | 19 | 1 | | | | | | | | | | 22 |
| LARSON | 20 | 46 | 61 | 31 | 35 | 14 | 19 | 25 | 21 | | | | 272 |
| LOGAN | 2 | 5 | 3 | | | | | | | | | | 10 |
| MAZZONE | 25 | 39 | 23 | 33 | 11 | | | | | | | | 131 |
| MORAN | 1 | | 2 | | 12 | 6 | 12 | 10 | 3 | | | | 46 |
| NUGENT | 32 | 30 | 23 | 24 | 9 | 19 | 18 | 16 | 2 | | | | 173 |
| ROTH | 26 | 21 | 29 | 52 | 19 | 24 | 21 | 22 | 25 | | | | 239 |
| STADLER | | | | | | | | 4 | 30 | | | | 4 |
| STOCKDELL | 25 | 16 | 62 | 30 | 25 | 31 | 19 | 27 | 24 | | | | 259 |
| BUTTERFIELD | | | | | | | | | | | | | 8 |
| PAQUETTE | | | | | | | | | | | | | 8 |
| POST | | 6 | | | 2 | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 203 | 238 | 282 | 278 | 185 | 166 | 202 | 193 | 183 | | | | 1900 |

2023 Citation Totals

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|------|------|------------|
| CLARK | | | | | | | | | | | | | 0 |
| GORON | 3 | 1 | | 4 | 5 | 3 | 7 | 5 | 6 | | | | 34 |
| IMHOF | | | 2 | 2 | 1 | 2 | 4 | 13 | 1 | | | | 25 |
| JONES | 17 | 18 | 17 | 19 | 13 | 14 | 13 | 1 | 21 | | | | 133 |
| LARSON | 13 | 13 | 12 | 9 | 16 | 8 | 10 | 13 | 14 | | | | 108 |
| MAZZONE | 1 | 1 | 6 | 2 | | | | | | | | | 10 |
| MORAN | | | | | | | | | | | | | |
| NUGENT | | 1 | | | 1 | | 1 | | | | | | 3 |
| ROTH | 3 | 1 | | | 4 | 3 | 1 | | | | | | 12 |
| STADLER | | | | | | | | | | | | | 5 |
| STOCKDELL | 6 | 2 | 1 | | 3 | 10 | 7 | 11 | 11 | | | | 51 |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 43 | 37 | 38 | 36 | 43 | 40 | 43 | 43 | 58 | | | | 381 |

2023 Verbal Warnings

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|------------|------------|-------|------------|------------|------------|------------|------------|------------|------|------|------|-------------|
| CLARK | 1 | | | | 1 | | | | | | | | 2 |
| GORON | 6 | 5 | | 39 | 34 | 29 | 39 | 34 | 32 | | | | 218 |
| IMHOF | | | 1 | 8 | 22 | 4 | 16 | 2 | | | | | 53 |
| JONES | 43 | 62 | | 50 | 60 | 46 | 31 | 27 | 39 | | | | 358 |
| LARSON | 48 | 36 | | 60 | 59 | 46 | 66 | 57 | 62 | | | | 434 |
| MAZZONE | 20 | 13 | | 4 | 3 | | | | | | | | 40 |
| MORAN | | | | 1 | | | | | | | | | 1 |
| NUGENT | 23 | 34 | | 15 | 9 | 16 | 13 | | 1 | | | | 111 |
| ROTH | 4 | 1 | | 1 | 2 | 11 | 1 | 5 | 11 | | | | 36 |
| STADLER | | | | | | | | | | 5 | 10 | | 15 |
| STOCKDELL | 15 | 13 | | 19 | 24 | 53 | 20 | 18 | 15 | | | | 177 |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 159 | 165 | | 189 | 201 | 223 | 174 | 162 | 172 | | | | 1445 |

2023 Traffic Crashes

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|----------|----------|----------|----------|-----------|----------|----------|----------|----------|------|------|------|-----------|
| CLARK | | | | | | | | | | | | | 2 |
| GORON | 1 | | | | 1 | | | | | | | | 12 |
| IMHOF | 1 | 1 | 1 | 1 | 1 | | 5 | 3 | | | | | 13 |
| JONES | 1 | | 1 | 2 | 4 | 1 | | 2 | 2 | | | | 7 |
| LARSON | | 1 | 2 | 2 | 1 | | 1 | | | | | | 3 |
| MAZZONE | 1 | | | 2 | | | | | | | | | 3 |
| MORAN | 1 | | | | 2 | | | | | | | | 8 |
| NUGENT | 1 | | 2 | 1 | 3 | | | 1 | | | | | 4 |
| ROTH | | 1 | | | 1 | 1 | 1 | 1 | | 4 | | | 4 |
| STADLER | | | | | | 1 | | | | 1 | | | 2 |
| STOCKDELL | | | | | | | | | | | | | 1 |
| BUTTERFIELD | | 1 | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| POST | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 5 | 5 | 6 | 7 | 14 | 2 | 7 | 6 | 7 | | | | 59 |

2023 Criminal Charges

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|------|------|------------|
| CLARK | | | 1 | | | | | | | | | | 1 |
| GORON | 6 | | 2 | 2 | 3 | 3 | 8 | 4 | 6 | | | | 34 |
| IMHOF | | | | 1 | | | 2 | 2 | | | | | 5 |
| JONES | 5 | 8 | 3 | 7 | 3 | 8 | 2 | 1 | 4 | | | | 41 |
| LARSON | 9 | 12 | 10 | 5 | 7 | 8 | 5 | 7 | 11 | | | | 74 |
| MAZZONE | | 1 | 3 | 2 | | | | | | | | | 6 |
| MORAN | | | | | 1 | | | | | | | | 1 |
| NUGENT | | 1 | | | | 2 | | | | | | | 3 |
| ROTH | | | | | 4 | 1 | 3 | 1 | 1 | | | | 10 |
| STADLER | | | | | | | 2 | | | | | | 2 |
| STOCKDELL | 2 | 2 | 1 | | 4 | 2 | | 4 | 6 | 5 | | | 26 |
| | | | | | | | | | | | | | |
| BUTTERFIELD | | | | | | | | | | | 1 | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 23 | 24 | 19 | 17 | 22 | 22 | 27 | 21 | 29 | | | | 204 |

2023 D.U.I. Reports

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|--------|
| CLARK | | | | | | | | | | | | | 1 |
| GORON | | | | | | | | | | | | | |
| IMHOF | | | | | | | | | | | | | |
| JONES | | | | | | | | | | | | | 2 |
| LARSON | 1 | | | | | | | | | | | | |
| MAZZONE | | | | | | | | | | | | | |
| MORAN | | | | | | | | | | | | | |
| NUGENT | | | | | | | | | | | | | 1 |
| ROTH | | | | | 1 | | | | | | | | |
| STADLER | | | | | | | | | | | | | |
| STOCKDELL | 1 | | | | | | | | | | | | 3 |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 1 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 3 | 1 | 0 | 7 | |

2023 P-Tickets

| | JAN. | FEB. | MARCH | APRIL | MAY | JUNE | JULY | AUG. | SEPT. | OCT. | NOV. | DEC. | TOTALS |
|--------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|------|------|------|-----------|
| CLARK | | | | | | | | | | | | | 1 |
| GORON | | | | | | | | | | | | | 1 |
| IMHOF | | | | | | | | | | | | | 4 |
| JONES | 1 | 2 | | 1 | | | | | | | | | 2 |
| LARSON | 1 | | | | | | | | | | | | |
| MAZZONE | | | | | | | | | | | | | |
| MORAN | | | | | | | | | | | | | |
| NUGENT | | | | | | | | | | | | | |
| ROTH | | | | | 1 | 1 | | | | | | | 2 |
| STADLER | | | | | | | | | | | | | |
| STOCKDELL | | | | 1 | | | | | | | | | 3 |
| BUTTERFIELD | | | | | | | | | | | | | |
| PAQUETTE | | | | | | | | | | | | | |
| ROACH | | | | | | | | | | | | | |
| TOTAL | 1 | 1 | 3 | 0 | 2 | 3 | 2 | 1 | 0 | | | | 13 |