



**City of Wilmington
1165 South Water Street
Wilmington, IL 60481**

**Agenda - Regular City Council Meeting
Wilmington City Hall - Council Chambers
October 17, 2023 at 7:00 p.m.**

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call

Mayor Ben Dietz

Alderspersons: Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight

Leslie Allred, Jonathan Mietzner, Thomas Smith, Todd Holmes

B. CITIZENS COMMENT *(State your full name clearly; limit 3 minutes each)*

C. CONSENT AGENDA

All items listed on the Consent Agenda are considered to be routine by the City Council and will be acted upon with one motion. There will be no separate discussion of these items unless a Council member requests, in which event, the items will be removed from the consent agenda and discussed separately.

1. Approval of the Regular Meeting Minutes from October 3, 2023
2. Approval of the Accounts Payable Report
3. Approval of Resolution No. 2023-12, A Resolution Designating Meeting Dates & Times and Holiday Observances in 2024
4. Approval of the Amendment to the Metropolitan Alliance of Police Wilmington Police Chapter #129 Collective Bargaining Agreement
5. Approval and Authorization to Execute the Engineering Agreement for the Lead Service Line Inventory with Chamlin & Associates not to exceed the total cost of \$44,000

D. MAYOR'S REPORT

1. Approval of the Mayoral Appointment of Chris Francis to the Planning & Zoning Commission
2. Oath of Office – Chris Francis

E. ORDER OF BUSINESS

1. Approval and Authorization to Execute the Subrecipient Grant Agreement with Will County to Receive \$2,000,000 in Grant Funds to be Used for Infrastructure Improvements in the Downtown Area
2. Approval and Authorization to Execute a Contract with ComEd to Upgrade the Electrical Service to the North Island Lift Station for a Total Cost of \$5,039.40
3. Approval and Authorization to Execute a Contract with Principal Lighting, Inc. in an amount not exceeding \$4,066.07

F. REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner
City Administrator – Jeannine Smith
Finance Director – Nancy Gross
Public Works Director – James Gretencord
Police Department – Chief Zink

G. ALDERMEN COMMENTS

Aldersperson Kirwin	Aldersperson Vice	Aldersperson Allred	Aldersperson Holmes
Aldersperson Jeffries	Aldersperson Knight	Aldersperson Mietzner	Aldersperson Smith

H. EXECUTIVE SESSION

1. Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]
2. Collective negotiating matters between the City of Wilmington (public body) and its employees [ILCS 120/2(c)(2)]
3. Matters of Land Acquisition [ILCS 2(c)(5) and 2(c)(6)]
4. Probable or Imminent Litigation and Pending Litigation [ILCS 2(c)(11)]

I. POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

J. ADJOURNMENT

This public body may adjourn to a closed session to discuss matters so permitted and may act upon such matters returning to the open session.

So that all may concentrate on the proceedings, please silence cell phones during City Council meetings.

The next regularly scheduled City Council meeting is November 7, 2023.

**MINUTES OF THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL
OCTOBER 3, 2023**

MAYOR BEN DIETZ CALLED TO ORDER THE REGULAR MEETING OF THE WILMINGTON CITY COUNCIL AT 7:00 P.M.

ROLL CALL

After the pledge of allegiance, the following answered to Roll Call: Alderpersons Kevin Kirwin, Ryan Jeffries, Dennis Vice, Ryan Knight, Jonathan Mietzner, Leslie Allred, and Thomas Smith. Absent: Todd Holmes. The number present constitutes a quorum.

Also present: Finance Director Nancy Gross, Public Works Director James Gretencord, Police Chief Adam Zink, City Attorney Bryan Wellner, and Deputy City Clerk Joie Ziller.

CITIZENS COMMENT

Sheryl Puracchio shared with the Council that she would like to apply for a grant from the Retirement Research Foundation for the Aging and is requesting \$500 from the City to cover the cost of an epidemiologist noting if the grant is awarded this money will be reimbursed. The Council was in favor of this expenditure.

CONSENT AGENDA

1. Approval of the Regular Meeting Minutes from September 19, 2023 and Special Meeting Minutes from September 26, 2023
2. Approval of the Accounts Payable Report

Aldersperson Kirwin made a motion and Aldersperson Allred seconded to approve the Consent Agenda for the October 3, 2023, City Council meeting as presented

Upon roll call, the vote was:

AYES: 7 Kirwin, Allred, Jeffries, Knight, Mietzner, Smith, Vice

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

MAYOR'S REPORT

No Report

ORDER OF BUSINESS

Aldersperson Vice made a motion and Aldersperson Kirwin seconded to Approve Ordinance No. 23-10-03-01, An Ordinance Authorizing the Execution of a Grant of Easement Between the City and Commonwealth Edison

Upon roll call, the vote was:

AYES: 7 Vice, Kirwin, Mietzner, Knight, Allred, Jeffries, Smith

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Aldersperson Knight made a motion and Aldersperson Smith seconded to Approve and Authorize the City Administrator to Execute a Contract with Zeiler Amusements for 2024 Catfish Days Carnival Rides, subject to the attorney modifications

Discussion: The Council requested that the dates for the 2024 event be corrected and the dates for the 2025 and 2026 events be added

Upon roll call, the vote was:

AYES: 7 Knight, Smith, Jeffries, Kirwin, Mietzner, Vice, Allred,

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Alderman Jeffries made a motion and Alderman Knight seconded to Approve the Quote from Clennon Electric to Move and Replace the Electrical Equipment on the Light Poles at the South Island Park Fishing and Skating Pond for a Cost Not Exceeding \$8,900

Upon roll call, the vote was:

AYES: 7 Jeffries, Knight, Smith, Kirwin, Mietzner, Vice, Allred,

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

REPORTS AND COMMUNICATION FROM CITY OFFICIALS

City Attorney – Bryan Wellner – Reported that he attended an Illinois Department of Labor seminar related to the Paid Leave for All Workers Act

City Administrator – Jeannine Smith – Absent

Finance Director – Nancy Gross – No Report

Public Works Director – James Gretencord – Reported he located a repair shop in South Bend, IN for the street sweeper. The vehicle will need to be towed, costing approximately \$1,000, per way.

Chief of Police – Adam Zink – No Report

ALDERPERSON COMMENTS

Alderman Kirwin – No Comment

Alderman Vice – No Comment

Alderman Allred – No Comment

Alderman Holmes – No Comment

Alderman Jeffries – No Comment

Alderman Knight – No Comment

Alderman Mietzner – No Comment

Alderman Smith – No Comment

EXECUTIVE SESSION

Alderman Allred made a motion and Alderman Kirwin seconded to go into Executive Session at 7:21 PM to discuss the Appointment, Employment, Dismissal, Compensation, Discipline, and Performance of an Employee of the City of Wilmington [ILCS 120/2(c)(1)]

Upon roll call, the vote was:

AYES: 7 Allred, Kirwin, Knight, Mietzner, Jeffries, Smith, Vice

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

Aldersperson Allred made a motion and Aldersperson Kirwin seconded to close Executive Session at 7:24 PM

Upon roll call, the vote was:

AYES: 7 Allred, Kirwin, Mietzner, Jeffries, Smith, Vice, Knight

NAYS: 0

ABSENT: 1 Holmes

The motion carried.

POSSIBLE ACTION OF EXECUTIVE SESSION ITEMS

No action taken

ADJOURNMENT

The motion to adjourn the meeting was made by Aldersperson Kirwin and seconded by Aldersperson Knight. Upon the voice vote, the motion carried. The City of Wilmington City Council's regular meeting on October 3, 2023, adjourned at 7:25 p.m.

Respectfully submitted,



Joie Ziller, Deputy City Clerk

Resolution No. 2023-12

A Resolution Designating Meeting Dates and Times and Holiday Observances in 2024 for the Corporate Authorities and Commissions of the City of Wilmington

Whereas, Section 42.03 of Chapter 102 of the Illinois Revised Statues (1989) requires the City of Wilmington to prepare and make available a schedule of all regular meetings for the coming calendar year listing the times and places of such meetings; and

Whereas, it is, therefore, necessary for the Mayor and the City Council to set dates and times for the regular meetings of the Corporate Authorities in 2024.

Now therefore, be it resolved by the Mayor and the City Council of the City of Wilmington:

1. That the dates of the regular meeting of the Mayor and the City Council of the City of Wilmington in 2024 shall be on the first and third Tuesday of the month at 7:00 pm unless otherwise noted.
2. That the dates of the Finance Administration and Land Acquisition Committee of the City of Wilmington in 2024 shall be on the third Tuesday of the month at 6:30 pm unless otherwise noted.
3. That the dates of the Committee of the Whole of the City of Wilmington in 2024 shall be on the second Tuesday of the month at 5:30 pm unless otherwise noted.
4. That the dates of the Planning and Zoning Commission of the City of Wilmington in 2024 shall be on the first Thursday of the month at 5:00 pm unless otherwise noted.
5. That the schedule of the Holiday Observances of the City of Wilmington in 2024 shall be as follows:

New Year's Day	Monday, January 1
Good Friday	Friday, March 29
Memorial Day	Monday, May 27
Independence Day	Thursday, July 4
Labor Day	Monday, September 2
Thanksgiving Day	Thursday, November 28
Day After Thanksgiving	Friday, November 29
Christmas Eve	Tuesday, December 24
Christmas Day	Wednesday, December 25

6. That all regular meetings for the Mayor and the City Council and Commissions and Committees of the City of Wilmington shall be held at

Wilmington City Hall, 1165 S. Water Street, Wilmington unless a notice designating a different place is posted at the Wilmington City Hall.

- 7. That all Commissions and Committees will meet at the time and on the date depicted on the attached lists. The City Clerk is hereby directed to post a copy of this Resolution on the bulletin board at the Wilmington City Hall immediately upon the passage of the said resolution.
- 8. That the City Clerk is hereby directed to supply a copy of this Resolution to any news medium that has filed an annual request for such notices.

PASSED this 17th day of October 2023 with _____ members voting aye, _____ members voting nay, the Mayor voting N/A, with 0 members abstaining or passing and said vote being:

Ryan Jeffries	_____	Kevin Kirwin	_____
Ryan Knight	_____	Dennis Vice	_____
Jonathan Mietzner	_____	Leslie Allred	_____
Thomas Smith	_____	Todd Holmes	_____

Approved this 17th day of October 2023

Ben Dietz, Mayor

Attest:

Joie Ziller, Deputy City Clerk

City of Wilmington Regular City Council Meetings 2024

The City of Wilmington City Council has set the first and third Tuesday of each month, unless otherwise noted for the 2024 regular meeting dates. All meetings begin at 7:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

First Tuesday

January 2

February 6

March 5

April 2

May 7

June 4

July 2

August 6

September 3

October 1

November 6

(moved to Wednesday due to election)

December 3

Third Tuesday

January 16

February 20

March 20

(moved to Wednesday due to election)

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

City of Wilmington
Finance Administration and Land Acquisition Committee
Meetings 2024

The City of Wilmington City Council has set the third Tuesday of each month, unless otherwise noted for the 2024 Finance Administration and Land Acquisition Committee meeting dates. All meetings begin at 6:30 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 16

February 20

March 20

(moved to Wednesday due to election)

April 16

May 21

June 18

July 16

August 20

September 17

October 15

November 19

December 17

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

City of Wilmington Committee of the Whole Meetings 2024

The City of Wilmington City Council has set the second Tuesday of each month unless otherwise noted for the 2024 Committee of the Whole meeting dates. All meetings begin at 5:30 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 9

February 13

March 12

April 9

May 14

June 11

July 9

August 13

September 10

October 8

November 12

December 10

These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

City of Wilmington Planning and Zoning Commission Meetings 2024

The City of Wilmington City Council has set the first Thursday of each month unless otherwise noted for the 2024 Planning and Zoning Commission meeting dates. All meetings begin at 5:00 p.m. and are held in the Council Chambers of City Hall, 1165 South Water Street, Wilmington, Illinois:

January 11

(moved per Commission due to holiday)

February 1

March 7

April 4

May 2

June 6

July 11

(moved per Commission due to holiday)

August 1

September 6

October 3

November 7

December 5

The Planning & Zoning Commission approved the 2024 meeting dates at their meeting on October 5, 2023. These times and dates are subject to change. If any changes are made, the new date and time will be posted. The public is invited to attend any and all meetings.

Agreement Between
The City of Wilmington, Illinois
And
Metropolitan Alliance of Police
Wilmington Police Chapter #129
January 16, 2023 – April 30, 2025
Amendment to the CBA

- 1) Article XIII
 - a) Section 13.1 Definition: Acquisition and Retention. “Seniority” shall be defined as the length of full-time continuous service since each patrol officer’s most recent date of hire. **Upon promotion to Sergeant, seniority shall be based on promotion date to determine shift selection. In the case where multiple Sergeants are promoted on the same day, the promotional list position shall determine seniority.**



MEMO

Date: October 10, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Approve the Lead Service Line Inventory Engineering Agreement with Chamlin and Associates.

Budget Impact: Total Impact of \$44,000.
\$40,000 will be reimbursed by the IEPA Lead Service Inventory Grant.
The City will incur \$4,000 line item 02-17-6337 Water Capital

Request: Approve the engineering agreement for the Lead Service Line Inventory with Chamlin and Associates.

Discussion: The City of Wilmington has been awarded a \$40,000 grant by the Illinois EPA to hire a third party to complete a Lead Service Line Inventory. The work that needs to be completed to create an accurate LSLI is: mailing questionnaires to residents, reviewing historical data, and on-site inspections. Chamlin and Associates is working with multiple neighboring communities to complete the same scope of work. In addition to this, Chamlin and Associates are familiar with the City of Wilmington's infrastructure. It is for these reasons I am recommending the approval of the Lead Service Line Inventory Engineering Agreement with Chamlin and Associates. This work is to be completed and reported to the IEPA by April 15, 2024. This is a budgeted request.

Motion: Approve the engineering agreement for the Lead Service Line inventory with Chamlin and Associates not to exceed the total cost of \$44,000.

Thank you in advance for your consideration of this request.

Clerk
Chamlin Engineer
IEPA
PDF to Chamlin
Acctg.

AGREEMENT FOR ENGINEERING SERVICES

CITY OF WILMINGTON LEAD SERVICE LINE INVENTORY

This AGREEMENT, made this _____ day of _____, _____, by and between the City of Wilmington, Illinois hereinafter referred to as the OWNER, and Chamlin & Associates, Inc., hereinafter referred to as the ENGINEER:

The OWNER intends to complete a Lead Service Inventory in accordance with IEPA Lead Service Inventory Grant requirements.

The following tasks will be performed in order to provide for the necessary elements required:

1. Identify Water Users – Preliminary Findings Phase
 - a. Get list of billing from City.
 - b. Prepare and send questionnaire, paper and/or online.
 - c. Collect and enter returned questionnaire information in IEPA spreadsheet template.
2. Identify Historical Data
 - a. Meet with Public Works to review known areas of lead services and other pertinent information.
 - b. Provide GIS mapping to digitally catalogue collected data.
 - c. Update maps/GIS with recent projects that have new services.
3. On-Site Inspection Phase
 - a. Determine locations of unknown service line material using questionnaire and historical data.
 - b. Schedule inspections with residents and City as needed, and if possible.
 - c. Facilitate potholing strategic locations around service area via sub-contractor.
 - d. Update database and maps/GIS.
4. Report Phase
 - a. Finalize collected data in the IEPA spreadsheet template.
 - b. Submit final results to IEPA.

Plan is to be completed by April 15, 2024.

SECTION A - GENERAL PROVISIONS

1. General

- a. This Agreement represents the entire and integrated Agreement between the OWNER and the ENGINEER for the Project and supersedes all prior negotiations, representations or agreements, either written or oral. In the event any provisions of this Agreement or any subsequent addendum shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party

of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

- b. The ENGINEER will attend conferences and/or public hearings with the OWNER, representatives of the IEPA, or other interested parties and provide assistance in connection with such undertakings as may be reasonably necessary for this Project.

2. Responsibilities of the ENGINEER

- a. The ENGINEER shall be responsible for professional quality, technical accuracy, timely completion, and the coordination of all design drawings, specifications, reports, and other services furnished by the ENGINEER under this Agreement. The ENGINEER shall keep the OWNER informed of the performance of the ENGINEER's duties under this Agreement. The ENGINEER shall promptly, and without additional compensation, correct or revise any errors, omissions, or other deficiencies in the design drawings, specifications, reports, and other services.
- b. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER caused by the ENGINEER's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The ENGINEER shall not be responsible for any time delays in the Project caused by circumstances beyond the ENGINEER's control.
- c. The ENGINEER hereby agrees to save, indemnify and hold harmless the OWNER from any and all claims, demands, causes of action or the like arising from any act, omission or otherwise by said ENGINEER under this Agreement.
- d. The ENGINEER's obligations under this clause are in addition to the ENGINEER's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that the OWNER may have against the ENGINEER for services directly provided by the ENGINEER.

3. Responsibilities of the OWNER

- a. The OWNER shall designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the ENGINEER, interpret and define the OWNER's policies and render decisions and authorizations promptly in writing.
- b. The OWNER shall provide the ENGINEER full and free access to enter upon all property required for the performance of the ENGINEER's services under this Agreement.

4. Changes

- a. The OWNER may, at any time, by written order make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in the ENGINEER's cost or time required to perform any services under this Agreement, whether or not changed by any order, the OWNER shall make an equitable adjustment and modify this Agreement in writing. The ENGINEER must assert any claim for adjustment under this clause in writing within thirty (30) days from the date it receives

the OWNER's notification of change, unless the OWNER grants additional time before the date of final payment.

- b. No services for which the ENGINEER will charge any additional compensation shall be furnished without the written authorization of the OWNER.

5. Termination of Contract

- a. This Agreement may be terminated in whole or in part by writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party before termination.
- b. This Agreement may be terminated in whole or in part in writing by the OWNER for its convenience, provided that the ENGINEER is given (1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate, and (2) an opportunity for consultation with the OWNER prior to termination.
- c. If termination for default is effected by the OWNER, an equitable adjustment in the price provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit on unperformed services or other work, and (2) any payment due to the ENGINEER at the time of termination may be adjusted to cover any additional costs to the OWNER because of the ENGINEER's default. If termination for default is effected by the ENGINEER, or if termination for convenience is effected by the OWNER, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the ENGINEER relating to commitments which had become firm prior to the termination.
- d. Upon receipt of a termination action under paragraphs (a) or (b) above, the ENGINEER shall (1) promptly discontinue all affected work (unless the notice directs otherwise), and (2) deliver or otherwise make available to the OWNER within ten (10) days, copies of all data, design drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the ENGINEER in performing this Agreement, whether completed or in process.
- e. Upon termination under paragraphs (a) or (b) above, the OWNER may take over the work and may award another party in Agreement to complete the work under this Agreement.
- f. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the OWNER. In such event, adjustment of the Agreement price shall be made as provided in paragraph (c) of this clause.

6. Payment

- a. The ENGINEER will submit to the OWNER for services rendered an itemized bill showing charges for such services accompanied by any additional documentation requested by the OWNER.
- b. Payment for ENGINEERING SERVICES is due and payable upon submission of a detailed statement of charges. The lump sum fee may be broken out into two invoices of equal amounts.
- c. No payment request made under this clause shall exceed the estimated amount and value of the work and services performed by the ENGINEER under this Agreement. The ENGINEER shall prepare the estimates of work performed and shall supplement them with such supporting data as the OWNER may require.
- d. Final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of the OWNER's claims against the ENGINEER under this Agreement.

7. Audit and Access to Records

- a. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. The ENGINEER shall provide facilities for access and inspection.
- b. Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c. All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the Engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d. The final audit report shall include the written comments, if any, of the audited parties.
- e. Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365/662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.
- f. The ENGINEER agrees to include subsections a.-e. above in all his contracts and all subcontracts directly related to project performance which are in excess of \$25,000.

8. Subcontracts

- a. Any subcontractors and outside associates or consultants required by the ENGINEER in connection with services under this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during negotiations, or as the OWNER specifically authorizes during the performance of this Agreement. The OWNER must give prior approval for any substitutions, additions or deletions to such subcontractors, associates, or consultants.
- b. The ENGINEER may not subcontract services in excess of thirty (30) percent of the contract price to subcontractors or consultants without the OWNER's prior written approval.

9. Equal Employment Opportunity

The ENGINEER shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60.

10. Nondiscrimination Clause

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

11. Covenant Against Contingent Fees

The ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the OWNER (loan recipient) shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

12. Remedies

Unless otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between the OWNER and the ENGINEER arising out of or relating to his Agreement or the breach of it will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the County in which the OWNER is located.

13. Assurance Against Debarment

See Form EPA 5700-49 "Certificate Regarding Debarment, Suspension and Other Responsibility Matters" attached herein.

14. Lobbying

Article XI from Intergovernmental Grant Agreement

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making 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. 31 USC 1352. Additionally, the Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any 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.

11.3 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 shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with 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 a procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of Article XI - Lobbying in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) 2 CFR Part 200, Grantee shall forward all disclosure by contractors regarding this certification to Grantor.

11.6 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 shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

SECTION B - ENGINEERING SERVICES

The ENGINEER shall furnish ENGINEERING SERVICES as follows in accordance with the GENERAL PROVISIONS of the Agreement and as authorized by the appropriate Attachment to this Agreement:

1. The ENGINEER shall complete the ENGINEERING SERVICES described in the task list of this AGREEMENT, unless otherwise mutually agreed to in writing by both parties.
2. Engineering services provided in Section B will take effect upon execution of this agreement.

SECTION C – ADDITIONAL ENGINEERING SERVICES

Compensation for additional services beyond the scope of services described in Section B shall be in accordance with the ENGINEER's fee schedule current at the time such services are rendered. The fee schedule as of the date of this Agreement is included as Attachment II.

The engineering services provided by this Agreement will conclude with the submittal of the Lead Service Inventory Report. Further assistance and involvement with any additional work relative to the replacement of lead service lines shall be subject to a separate agreement, subject to the Engineer's current fee schedule, as of the time when the work is provided.

If the scope of the project expands beyond that indicated in the task list, an Amendment to this Agreement may be negotiated, as agreed to by the Engineer and Owner, on a time and materials basis.

SECTION D – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the respective dates indicated below:

Executed by the OWNER:

CITY OF WILMINGTON, ILLINOIS

ATTEST:

BY: _____
Joie Ziller, City Clerk


BY: _____
Ben Dietz, Mayor

DATE: _____

DATE: _____

(SEAL)

Executed by the ENGINEER:

BY: 

Casey J. McCollom, Director

ATTACHMENT I

COMPENSATION FOR SECTION B – ENGINEERING SERVICES

1. Compensation for ENGINEERING SERVICES as described in Section B shall be on a lump sum basis for services described in Section B as follows:

LUMP SUM FEE: \$40,000

2. The amount of compensation shall not change unless the scope of services to be provided by the ENGINEER changes and this Agreement is formally amended according to Section A-4.
3. Compensation for additional engineering services, as described in Section C, is not included in the lump sum engineering fees outlined herein.

ATTACHMENT II - FEE SCHEDULES

1. SCHEDULE OF HOURLY RATES

The hourly rates include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Travel and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the OWNER, the ENGINEER may subcontract part of the services provided under this Agreement. If the ENGINEER subcontracts part of this work, the OWNER will pay the actual cost to the ENGINEER. "Cost to the ENGINEER" to be verified by furnishing the OWNER copies of invoices from the party doing the work.

2023-2024 RATE SCHEDULE				
Grade Classification	Hourly	Grade Classification	Hourly	
<u>of Employee</u>	<u>Rate</u>	<u>of Employee</u>	<u>Rate</u>	
Principal	170.00	Sr. Party Chief	120.00	
Sr. Project Engineer II	165.00	Party Chief	102.00	
Sr. Project Manager	165.00	Instrument Operator	94.00	
Sr. Structural Engineer	165.00	Rodman	63.00	
Sr. Project Engineer I	159.00	Admin. Support Staff	46.00	
Structural Engineer	156.00			
Project Engineer	155.00	Vehicle	12.00	
Professional Land Surveyor	128.00	Total Station	13.00	
Engineer	142.00	Survey Equipment	33.00	
Project Manager	128.00	Inspection Vehicle	9.00	
Engineer (EIT)	120.00	Mileage	State Rate	
Designer	112.00	Computer & Plotter	18.00	
Inspector I	108.00	UTV Rental	350.00	/Day
Inspector II	112.00	Drone Usage Fee	110.00	Flat Rate
GIS Coordinator	102.00	Drone Roof Survey (Including Usage Fee)	150.00	Flat Rate
Chief Engineering Aide	130.00	Drone Ground Control (Including Usage Fee)	155.00	Flat Rate
Sr. Engineering Aide	102.00			
Engineering Aide	93.00			
Draftsman	83.00			

The hourly rates itemized above shall be effective the date the parties, upon entering an agreement, have affixed their signatures and shall remain in effect until March 31, 2024. In the event that services of the engineer extend beyond this date, the hourly rates will be adjusted yearly by addendum to the agreement to compensate for increases or decreases in the salary structure of the engineer that are in effect at that time.



XXXXXX

SRF Project Number

United States Environmental Protection Agency
Washington, D.C. 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public: (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Casey J. McCollom, Director - Chamlin & Associates, Inc.

Typed Name and Title of Authorized Representative

Handwritten signature of Casey J. McCollom

10/2/2023

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

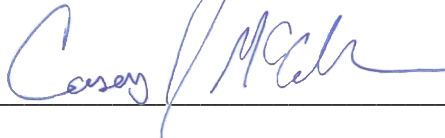
SUBJECT: City of Wilmington
Lead Service Inventory

To Whom It May Concern:

Chamlin & Associates will not be utilizing subconsultants during this project.

Respectfully submitted,

CHAMLIN & ASSOCIATES, INC.



Casey J. McCollom, P.E.

10/2/2023

Date



MEMO

Date: October 17, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: Will County Subrecipient Grant Agreement

Budget Impact: +2,000,000 Line Items Line Items 02-17-7322 Water Capital Projects, 04-03-7430 Sewer Capital Projects.

Request: Approve the Subrecipient Grant Agreement with Will County to receive \$2,000,000 in grant funds to be used for infrastructure improvement in the downtown area.

Discussion: Will County has awarded the City of Wilmington \$2,000,000 in ARPA funds to be utilized for infrastructure improvements in the downtown area. The scope of this project is currently being finalized but is planned to include:

- N. Kankakee Street: Sanitary Sewer Lining, Manhole Rehabilitation, Storm Sewer Rehabilitation
- N. Water Street: Sanitary Sewer Lining, Manhole Rehabilitation
- N. Main Street: Sanitary Sewer Lining, Manhole Rehabilitation, Storm Sewer Rehabilitation, and Water Main Improvements.

Planned improvements on N. Water Street will be carried out without excavation or removal of asphalt.

Motion: Approve the Subrecipient Grant Agreement with Will County to receive \$2,000,000 in grant funds to be used for infrastructure improvement in the downtown area.

Thank you in advance for your consideration of this request.



SUBRECIPIENT GRANT AGREEMENT

Summary of Key Subrecipient Grant Terms

1. Subrecipient Entity Name: City of Wilmington
2. Supervisor Name: Jeannine Smith, City Administrator
3. Subrecipient Unique Entity Identifier: FJNLGB8J3EE5
4. Subrecipient Taxpayer ID:
5. Point of Contact Email Address: jsmith@wilmington-il.com
6. Address Line 1: 1165 S. Water St.
7. Address Line 2 (optional):
8. City, State, Zip: Wilmington, IL 60481
9. Subrecipient SAM.gov Registration: Active
10. Type of Grant: Infrastructure - Water and Sewer
11. Detailed description of what the grant funds will be used for: Drinking water: Source
12. Formula Allocation Amount: \$2,000,000.00
13. ARPA Eligible – Agreement Total: \$2,000,000.00
14. Expenditure Category (From Attachment A): 5.13

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SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND CITY OF WILMINGTON

This Subrecipient Award Agreement (the "Agreement") dated as of October 10, 2023 is made and entered into by and between Will County (the "County"), and the City of Wilmington (the "Subrecipient"), a City (collectively the "Parties" and individually the "Party"); and

RECITALS

WHEREAS, the County has received grant funds from the United States Department of the Treasury (the "Treasury") under the State and Local Fiscal Recovery Funds program ("SLFRF") which is outlined in the ARPA Award Background attached hereto as Attachment D; and

WHEREAS, the County is committed to utilizing the grant funds provided to it under the State and Local Fiscal Recovery Fund program (the "Grant Funds") to support target populations, industries, sectors, and specific businesses or agencies affected by the COVID-19 pandemic, and

WHEREAS, the County desires to use the Grant Funds to reimburse the Subrecipient for certain expenses ("Expenses") incurred due to the effects of the Covid-19 pandemic; and

WHEREAS, failure to adhere to these terms and conditions can result in a denial of reimbursements, recoupment of funds, and immediate termination of this Agreement; and

WHEREAS, the County desires to reimburse the Subrecipient in an amount not to exceed \$2,000,000.00 in Grant Funds for the period of March 3, 2021 to December 31, 2026; and

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

TERMS AND CONDITIONS

I. INCORPORATION OF RECITALS

The recitals set forth above are incorporated herein by reference and made a part hereof.

II. INCORPORATED DOCUMENTS

This Agreement incorporates the following documents, which are attached hereto and are made a part of this Agreement:

- a) Summary of Key Subrecipient Grant Terms

- b) Attachment A: Expenditure Allowability Plan
- c) Attachment B: Reimbursement Request Process
- d) Attachment C: Reimbursement Request Form
- e) Attachment D: ARPA Award Background [For informational purposes only]

III. TERM OF AGREEMENT

The term of this Agreement shall begin on October 10, 2023 and end on December 31, 2026 (“Termination Date”) subject to any extensions later agreed upon.

IV. CONFLICT OR INCONSISTENCY

In the event of any conflict or inconsistency between the terms and conditions of this Agreement and applicable Federal law, Federal law will prevail.

V. TERMINATION FOR CONVENIENCE

Notwithstanding anything in this Agreement to the contrary, the County, or its designee(s) may terminate this Agreement for convenience and without cause upon not less than thirty (30) days prior written notice to the Subrecipient. If the County, or its designee(s) exercises this right to terminate this Agreement for convenience and without cause, the Subrecipient shall not be entitled to any reimbursement or financial recovery/remedy as a result of the Termination for Convenience.

VI. TERMINATION FOR CAUSE

Notwithstanding anything in this Agreement to the contrary, the County, or its designee(s) may terminate all or part of this Agreement for cause. If the Subrecipient shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations of this Agreement, the Federal Rules governing this agreement, or any other provision therewith, the County shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of its intent to terminate this Agreement specifying the grounds for termination. The Subrecipient shall have thirty (30) days after receipt of the notice to cure the default. If the default is not cured, then this Agreement shall terminate without further notice.

VII. SUBRECIPIENT APPLICATION DEADLINE

Notwithstanding anything in this Agreement to the contrary, if the Expense has not been identified, established or begun on or before January 1, 2024, then this Agreement shall be null and void and of no further force or effect and no Party shall have any further liability under this Agreement.

VIII. SCOPE OF WORK

The SLFRF is intended to directly support costs related to health, economic development, unmet needs, infrastructure, and revenue replacement. The Expenditure Allowability Plan, as provided on Attachment A, describes the costs approved by the County. Grant Funds are to be used only for those expenditures that are specifically listed therein.

IX. COMPENSATION

Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$2,000,000.00 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the EAP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the EAP.

1. The Subrecipient shall be reimbursed on a cost reimbursement basis for eligible and allowable costs incurred by Subrecipient in the implementation of the projects and/or activities described in the EAP as such costs are incurred. Eligible and allowable costs are defined as costs that:
 - i. Are necessary expenditures incurred due to the public health emergency with respect to the COVID-19.
 - ii. Were not accounted for in the Subrecipient's budget most recently approved as of March 3, 2021.
 - iii. Were incurred during the Covered Period, March 3, 2021, through December 31, 2026
 - iv. Are described in the EAP; and
 - v. Are otherwise in accordance with the terms and conditions of this Agreement and all other applicable laws, rules, regulations, and guidance.

Costs that do not satisfy all the above-required conditions shall be ineligible for reimbursement under this agreement.

2. All reimbursement requests shall be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com as further described in Section X. Terms of Payment hereof. To be eligible for reimbursement under this Agreement, Subrecipient shall submit sufficient documentation to the satisfaction of the County, in its sole discretion, demonstrating that Subrecipient is legally obligated to pay the costs for which reimbursement is sought. All reimbursement requests must include a certification, signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. 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. (18 U.S.C. § 1001 and 31 U.S.C. §§ 3729-3730 and §§ 3801-3812).

3. All requests for reimbursement under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. All costs must be obligated on or before December 31, 2024, and expended on or before December 31, 2026, and a final payment request should be submitted to the County no later than such date to ensure the County has adequate time to process the request. The Treasury defines “obligated” as an order or purchase made for goods or services. For the expenditure of funds, performance or delivery must occur during the Covered Period, with payment of funds made during that time. In the case of a lease of equipment or other property, irrespective of when payment occurs, the cost of a lease payment shall be considered to have been obligated for the period of the lease that is within the Covered Period, but not otherwise. Furthermore, in all cases it must be necessary that performance or delivery take place during the Covered Period.
4. The County requires detailed documentation of all costs for which reimbursement is sought under this Agreement ("Supporting Documentation"). The minimum requirements regarding such Supporting Documentation are set forth in Attachment B, Reimbursement Request Process. Each Reimbursement Request submitted by the Subrecipient shall be accompanied by sufficient Supporting Documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County, in its sole discretion. In the event the County determines the Supporting Documentation submitted by the Subrecipient is insufficient to enable it to evaluate the allowability and eligibility of costs, the Subrecipient shall furnish additional Supporting Documentation to the satisfaction of the County, in its sole discretion.
5. Notwithstanding anything to the contrary, Subrecipient is only entitled to reimbursements for which they have provided adequate Supporting Documentation. If the County determines the Subrecipient has only provided Supporting Documentation for a portion of the reimbursement request, the County will issue reimbursement for that portion and ask Subrecipient to issue another reimbursement request with Supporting Documentation for the remainder.

X. TERMS OF PAYMENT

1. Beginning on program start date, the Subrecipient may request reimbursement from the County for costs incurred by Subrecipient under this Agreement for which actual payment has been made. All payment requests shall be submitted using the Reimbursement Request Form in accordance with the process noted in Attachment B. Included as Attachment C is a copy of the Reimbursement Request Form that can be submitted to Anser Advisory: Anna Sitton, anna.sitton@anseradvisory.com and shall be accompanied by sufficient Supporting Documentation (collectively the Reimbursement Request Form and any Supporting Documentation shall hereinafter be referred to as the "Payment Request").
2. Within thirty (30) business days after receipt of the complete Payment Request, the County shall, in its sole discretion, determine if the Payment Request, or any portion thereof, is acceptable and in strict compliance with the terms of this Agreement. If it is determined there are any errors in the Payment Request or if additional Supporting Documentation is required, the County shall notify the Subrecipient of such Payment Request. The Subrecipient shall submit a revised Payment Request within ten (10) business days of receipt of notice from the County. The County reserves the right to delay or deny any Payment Request containing errors or lacking sufficient Supporting Documentation until such deficiencies are corrected to the satisfaction of the County, in its sole discretion.
3. Upon determination by the County that the Payment Request is sufficient, the County shall, at its sole discretion, transmit the funds by predetermined methodology subject to the Payment Request to the Subrecipient within thirty (30) business days.

XI. REPORTING AND MONITORING REQUIREMENTS

1. **Financial and Performance Reports.** Subrecipients shall submit financial and performance reports as required by Part 2 of Treasury's Compliance and Reporting Guidelines, and supporting documentation related to this Agreement and Subrecipient's implementation of the projects and/or activities described in the Expenditure Allowability Plan ("EAP") (Attachment A). Subrecipients shall submit reports once by the 15th of every month during the Covered Period (March 3, 2021, through December 31, 2026) if funds are expended.
2. **Final Project Report.** The Subrecipient shall describe the status of the implementation of the projects and/or activities described in the EAP. The Final Project Report shall further include an accounting of all costs and expenses incurred by Subrecipient and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under same.
3. **Non-consumable and/or nonexpendable personal property** or equipment that costs \$5,000 or more purchased by Subrecipient is subject to the requirements set forth in 30 ILCS 708 and 2 C.F.R. Part 200, as applicable. The Subrecipient shall be responsible

for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

- 4. Accounting.** Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of reports required in connection with this Agreement and the tracing of funds to a level of expenditures adequate to establish that such funds have been used pursuant to the terms of this Agreement. All Payments to Subrecipient contemplated under this Agreement may be contingent upon certification of the Subrecipient's financial management system in accordance with this requirement. Subrecipient must ensure that all sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) comply with the provisions of this paragraph.
- 5. Duplication of Benefit.** Subrecipient hereby certifies and affirms that the projects and/or activities to be funded under this Agreement shall not result in a prohibited duplication of the benefits obtained by Subrecipient, any sub-subrecipient (as defined in 2 C.F.R. § 200.1), or any individual or entity that is a beneficiary of such projects and/or activities from other Non-State and Local Fiscal Recover Fund programs, other local, state, or federal funding sources (e.g. the Stafford Disaster Relief and Emergency Assistance Act, etc.), private insurance, or other private organizations. It is Subrecipient's responsibility and obligation to implement processes and procedures to select and subsequently monitor all sub-subrecipients, individuals, and entities receiving funds under this Agreement to ensure compliance with this paragraph. All agreements entered into between Subrecipient and any sub-subrecipient, individual, or entity providing for the subaward or payment of funds under this Agreement shall contain provisions permitting the Subrecipient to recapture funds provided under this Agreement in the event an impermissible duplication of benefit is discovered. Subrecipient acknowledges and agrees that it has an affirmative obligation to promptly identify and report any duplication of benefits to the County. If the Subrecipient recovers from another source any costs incurred under this Agreement and reimbursed by the County, the Subrecipient shall reimburse the County for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the County. Interest shall be calculated from the date(s) the payment(s) are recovered by the Subrecipient to the date repayment is made to the County by the Subrecipient.
- 6. Audits.** If the Subrecipient expends Seven Hundred Fifty Thousand Dollars (\$750,000.00) or more in Federal awards in its fiscal year, the Subrecipient must have a single or program-specific audit conducted within nine (9) months of the end of the Subrecipient's audit period, in accordance with the provisions of 2 C.F.R. Part 200. In determining the Federal awards expended in its fiscal year, the Subrecipient shall consider all sources of Federal awards, including Federal financial assistance received from the County under this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 C.F.R.

Part 200. An audit of the Subrecipient conducted by an external auditor in accordance with the provision of 2 C.F.R. Part 200 will meet the requirements of this part.

7. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, is not required for that year, except as noted in 2 C.F.R. § 200.503. If the Subrecipient expends less than Seven Hundred Fifty Thousand Dollars (\$750,000.00) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, as revised, the cost of the audit must be paid from non-Federal resources. In accordance with 2 C.F.R. § 200.501(d), records must be available for review or audit by appropriate officials of the County, the Department of the Treasury, and the U.S. Government Accountability Office (GAO).
8. Upon completion of the audit required in this Section, Subrecipient shall promptly transmit a copy of the Subrecipient's audit report to the County. Subrecipient's failure to have an audit conducted in accordance with this Section or failure to implement corrective action in response to any audit findings may result in the County's termination of this Agreement.
9. In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, monitoring procedures under this Agreement may include, but not be limited to, on-site visits by the County; limited-scope audits as defined by 2 C.F.R. Part 200; submittal and review of financial management statements; and/or other procedures. By entering into this Agreement, the Subrecipient agrees to comply and cooperate with any reasonable monitoring procedures/processes deemed appropriate by the County. In the event the County determines that a limited-scope audit of the Subrecipient is appropriate, the Subrecipient agrees to comply with any additional instructions provided by the County to the Subrecipient regarding such audit. The Subrecipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the County and/or Treasury.

XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS

1. In procuring goods and services under this Agreement, the Subrecipient shall use its own documented procurement procedures, provided that such procurements conform to applicable state (30 ILCS 500) and federal (2 C.F.R. Part 200) law.
2. The Subrecipient may subcontract work under this Agreement as necessary without the prior written consent of the County, subject to any conditions or limitations imposed by applicable state and federal law and Section XIX. hereof concerning debarred/suspended contractors. Regardless of any subcontract, the Subrecipient is ultimately responsible for all projects, programs, activities, and services undertaken by subcontractors under this Agreement. The Subrecipient agrees to be responsible for the

fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract.

- 3. Subcontractor Determinations and Monitoring.** In selecting and monitoring subcontractors, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-332. The Subrecipient shall monitor all subcontracted services on a regular basis to ensure contract compliance. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.
- 4. Affirmative Action.** The County supports diversity in its procurement program and requires that all subcontracting opportunities afforded by this Agreement embrace and encourage diversity. The Subrecipient's award of subcontracts should reflect the diversity of the citizens of the State of Illinois. In accordance with 2 C.F.R. § 200.321, the Subrecipient and its subcontractors must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The Subrecipient agrees to use affirmative steps, and to require its subcontractors and sub-subrecipients to utilize affirmative steps, to ensure that minority businesses and women's business enterprises are used when possible. Such affirmative steps shall at a minimum include:

 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises.
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, or women's business enterprises.
 - v. Utilizing services and assistance, as appropriate, of such organizations as the Small Business Administration, the Minority Business Development Agency of the U.S. Department of the Commerce, the Illinois Department of Central Management Services (Office of Supplier Diversity), the Illinois Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs.
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed above in subparagraphs (i) through (v).

- vii. As used herein, the term "minority and women business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. Prior to award of any subcontract under this Agreement, Subrecipient shall document its efforts made to comply with the requirements of this paragraph. The Subrecipient shall state that it is an Equal Opportunity or Affirmative-Action employer in all solicitations or advertisements for subcontractors or employees who shall perform work under this Agreement.
- viii. The requirements outlined in subparagraphs (i) through (vi) above do not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirements only impose an obligation to carry out and document the six affirmative steps identified above in subparagraphs (i) through (vi).
- ix. The requirements described in subparagraphs (i) through (vi) above outline the affirmative steps that the Subrecipient must take; the requirements do not preclude the Subrecipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
- x. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Subrecipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

5. Equal Opportunity. During the performance of this Agreement, the Subrecipient agrees as follows:

- a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information. This provision shall not apply to conduct that violates the Illinois Equal Pay Act, 820 ILCS 112.
- d. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subrecipient's commitments under section 202 of U.S. Order 11246 of September 24, 1965. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
- f. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Subrecipient's non-compliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Subrecipient shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or

orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-subrecipient or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Subrecipient becomes involved in, or is threatened with, litigation with a sub-subrecipient or vendor as a result of such direction, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

- i. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement. Subrecipient and its subcontractors shall comply with all federal and state laws, rules, regulations, policies and executive orders relating to non-discrimination, including but not limited to those contained in 28 C.F.R. Part 42, Nondiscrimination; Equal Employment Opportunity.

- 6. Sub-Awards.** The Subrecipient may enter into subaward agreements to provide for the distribution of funds under this Agreement to eligible sub-subrecipients (as defined in 2 C.F.R. §§ 200.92-93) without the prior written consent of the County. Regardless of any subaward, the Subrecipient is ultimately responsible for all projects, programs, services, and activities undertaken by sub-subrecipients under this Agreement. All such sub-subrecipients shall be subject to the same performance, financial, and reporting requirements as the Subrecipient. In selecting, monitoring, and contracting with sub-subrecipients, the Subrecipient shall comply with 2 C.F.R. §§ 200.330-200.332. The Subrecipient shall monitor all sub-subrecipients on a regular basis to ensure compliance with this Agreement and all applicable laws, rules, and regulations. Results of monitoring efforts shall be summarized in written reports maintained by the Subrecipient and supported with documented evidence of follow-up actions taken to correct areas of noncompliance, where applicable. Such summaries and documents shall be submitted, at no cost, to the County upon request.

XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT

The Subrecipient agrees to indemnify and hold the County, or its designee(s), its officers and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses, including, without limitation, reasonable attorney's fees and court costs suffered or incurred by the Subrecipient arising from or in connection with (i) the Subrecipient's failure to comply with any of the terms, covenants and conditions contained in this Agreement; or (ii) the Subrecipient's failure to pay any contractors or subcontractors, vendors, laborers, employees or any potential sub-subrecipient or subordinate relation, or any party in privity of contract or agreement therewith in connection with the ARPA or SLFRF grant(s) or any other Federal funding or reimbursable expenses associated with this program.

1. **Cooperation.** Both Parties agree to cooperate in good faith and provide any and all information necessary for the defense of any claim or action.

XIV. FORCE MAJEURE

Neither party shall be liable in damages for any delay or default in performing its respective obligations under this agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, work stoppages, pandemics, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions shall fully inform the other party at all times concerning the matters causing the delay or default and the purposes of their ending. If a delay occurs under this section, the affected party shall immediately notify the other of such delay and keep the party fully informed until the issue that caused the delay has been resolved. If a delay requires that the term of this Agreement be extended, such extension shall only occur upon the approval of the U.S. Department of the Treasury and the County and written modification of this Agreement.

XV. CLOSEOUT

The County will close out this Agreement when it determines that all projects and/or activities and all applicable administrative actions have been completed. Unless an extension is approved by the County, within twenty (20) business days after the Termination Date pursuant to Section III, the Subrecipient must submit any outstanding reports, including the Final Project Report, as well as any required reporting on sub-awards, and must refund to the County any balances of unobligated cash that the County paid in advance or paid and that is not authorized to be retained by the Subrecipient entity for use in other projects. Within thirty (30) business days after receipt of all outstanding reports, the County will make upward or downward adjustments to the allowable costs, and then make prompt payments to Subrecipient for remaining allowable reimbursable costs. The closeout of this Agreement does not affect any of the following:

- a. The right of the County to disallow costs and recover funds on the basis of a later audit or other review;
- b. The obligation of the Subrecipient to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments; or
- c. The Subrecipient's obligations regarding audits, property management and disposition (if applicable), and records retention.

Unless an extension is approved by the County, the Subrecipient must liquidate all obligations incurred under this Agreement within ninety (90) business days after the Termination Date.

XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST

The Subrecipient agrees to comply with, and include in subcontracts and subawards, the following provisions:

- a. The Subrecipient certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. The Subrecipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- c. Pursuant to 2 C.F.R. § 200.450 and 2 C.F.R. § 200.454(e), the Subrecipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.
- d. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."
- e. In accordance with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and §§ 7324-7328), no funds provided, nor personnel employed under this Agreement, shall be in any way or any extent engaged in the conduct of political activities.

XVII. REAL PROPERTY; EQUIPMENT

If Subrecipient acquires an interest in real property utilizing funds under this Agreement, Subrecipient acknowledges and shall comply with 2 C.F.R. § 200.311 and other applicable laws, rules, and regulations, including, but not limited to ARPA guidance issued by the County and its designees and/or the Department of the Treasury. Pursuant to same, except as otherwise expressly authorized by the County, real property acquired under this Agreement must be used for the originally authorized purpose as long as needed for that purpose, during which time the Subrecipient entity must not dispose of or encumber its title or any other interest therein.

Subrecipient's acquisition, use, management, and disposition of equipment under this Agreement shall be in compliance with 2 C.F.R. §§ 200.313 and 200.439 and other applicable laws, rules, and regulations, including, but not limited to ARPA guidance issued by the County and its designees and/or the Department of the Treasury.

XVIII. UNAUTHORIZED EMPLOYMENT

The employment of unauthorized aliens by any Subrecipient/sub-subrecipient/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Subrecipient/sub-subrecipient/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Subrecipient shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

XIX. DEBARMENT/SUSPENSION

In accordance with Presidential Executive Order 12549, Debarment and Suspension (2 C.F.R. Part 180), the Subrecipient agrees and certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the Subrecipient shall not enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction. The Subrecipient is responsible for reviewing the status of all proposed subcontractors and subawardees in the System for Award Management (SAM) at <https://sam.gov/SAM/> before entering into any subcontract or sub-award under this Agreement. The Subrecipient shall include language incorporating the requirements of this section in all subcontracts or lower tier agreements executed under this Agreement.

XX. PHYSICAL ACCESS AND INSPECTION

As applicable, County and Treasury agents and personnel shall be given access to and may observe and inspect projects, activities, and work being performed with funds provided under this Agreement.

XXI. PERMITS

The Subrecipient expressly acknowledges that receipt of the financial assistance provided for under this Agreement does not imply nor guarantee that a federal, state or local permit will be issued for a particular project or activity. Further, the Subrecipient agrees to ensure that all necessary permits are obtained prior to implementation of any activity funded under this Agreement that may fall under applicable federal, state or local laws.

XXII. ACCESS TO RECORDS AND PERSONNEL

1. Subrecipient shall retain all records generated under this Agreement in accordance with 2 C.F.R. § 200.333.
2. Subrecipient shall comply with the Illinois Freedom of Information Act, codified at 5 ILCS 140. Records made or received in conjunction with this Agreement are public records under Illinois law. Subrecipient shall keep and maintain public records generated by the Subrecipient in association with its performance of this Agreement.
3. This Agreement may be unilaterally canceled by the County for refusal by the Subrecipient to either provide to the County upon request, or to allow inspection and copying of, all public records made or received by the Subrecipient in conjunction with this Agreement and subject to disclosure under 5 ILCS 140.
4. The Subrecipient acknowledges and agrees that the County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (Government Accountability Office (GAO)), or their authorized representatives, shall have timely and unrestricted access to any pertinent books, documents, papers, and records, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, investigations, excerpts, transcripts, or other examinations as authorized by law. This also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents. In the event any work is sub awarded or subcontracted, the Subrecipient shall similarly require each sub-subrecipient and subcontractor to maintain and allow access to such records for audit purposes.
5. The County, the U.S. Department of the Treasury, the Treasury Office of Inspector General, the Comptroller General of the United States (GAO), or their authorized representatives shall have the right during normal business hours to conduct announced and unannounced onsite and offsite physical visits of the Subrecipient and their subcontractors corresponding to the duration of their records retention obligation for this Agreement.
6. The rights of access in this Section are not limited to the required retention period for the applicable records but last as long as the records are retained.
7. The Subrecipient agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

XXIII. MISCELLANEOUS

1. **HEADINGS.** The headings of the articles, paragraphs and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
2. **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.
3. **AMENDMENT.** This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.
4. **COMPLIANCE WITH LAWS.** The Subrecipient shall comply with all applicable federal, state, and local laws, rules, and regulations, and County policies and regulations in performing under this Agreement, including but not limited to the federal laws, regulations, rules, policies, and executive orders described herein. The failure of this Agreement to specifically reference a particular federal or state law or regulation, or policy or regulation shall not excuse Subrecipient from compliance with same to the extent such law, regulation, or policy is applicable to Subrecipient's performance under this Agreement. The Subrecipient further agrees to include this provision in all subcontracts entered into under this Agreement.
5. **GOVERNING LAW AND FORUM.** This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflict of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Will County and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.
6. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the County and the Subrecipient with respect to the subject matter hereof and supersedes all other prior and contemporary agreements, understandings, representations, negotiations, and commitments between the County and the Subrecipient with respect to the subject matter hereof.
8. **ASSIGNMENT.** This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.
9. **DISCLAIMER OF RELATIONSHIP.** Nothing contained in this Agreement, nor any act of either the County or the Subrecipient, shall be deemed or construed by any of the parties hereto

or by third persons, to create any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Subrecipient.

- 10. CONSTRUCTION OF WORDS.** The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof. A reference to the Subrecipient includes the Subrecipient's officers, commissioners, employees, attorneys, agents and assigns; a reference to the County includes its officers, members, employees, attorneys, agents and assigns.
- 11. NO PERSONAL LIABILITY.** No member, official, employee or agent of either the County or the Subrecipient shall be individually or personally liable in connection with this Agreement.
- 12. GOVERNMENTAL IMMUNITY.** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, neither the Subrecipient nor the County has, and in no event shall either of them be construed to have, waived any rights or defenses of governmental immunity that it may have with respect to any matters arising out of this Agreement or performance hereunder.
- 13. WAIVER.** No term or provision of this Agreement shall be deemed waived, and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default by or on the part of any party.
- 14. NO THIRD-PARTY BENEFICIARIES.** This Agreement shall inure to the benefit of and shall be binding upon the County, the Subrecipient and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.
- 15. NOTICES.** All notices and written communication between the Parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt (or when receipt is otherwise acknowledged), a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the Parties' respective contact persons at the addresses identified below. This Section shall not preclude routine communication by the Parties by other means.

Notice to the County's designee shall be addressed to:

Will County – Executive Office
302 N. Chicago Street
Joliet, IL 60432

Attention: Ms. Jennifer Bertino-Tarrant

Notice to the Subrecipient shall be addressed to:

City of Wilmington
1165 S. Water St.
Wilmington, IL 60481

Attention: Jeannine Smith, City Administrator

Either Party may change the above-described contact information by giving notice of such change to the other party pursuant to the notice section hereof.

16. REPRESENTATIVES. Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the County: Name: Jennifer Bertino-Tarrant, Will County Executive
 Address: 302 N. Chicago Street, Joliet, IL 60432
 Phone: 815-740-4601
 Fax: 815-740-4600
 Email: jbartinotarrant@willcountyillinois.com

For the Subrecipient: Name: City of Wilmington
 Contact: Jeannine Smith, City Administrator
 Address: 1165 S. Water St., Wilmington, IL 60481
 Phone: 815-476-9782
 Email: jsmith@wilmington-il.com

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

17. AUTHORITY. The County has authority to enter into this Agreement pursuant to the American Rescue Plan Act, P.L. 117-2 (2021) (“ARPA”) and the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) passed by the U.S. Department of Treasury on March 11, 2021 and May 17, 2021 respectively.

The Subrecipient represents that it has full power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the performance of its obligations hereunder have been duly authorized by all requisite corporate action.

[Signature page to follow]

IN WITNESS WHEREOF, this Agreement is hereby executed on behalf of the parties through their authorized representatives as set forth below.

County of Will, ILLINOIS
Jennifer Bertino-Tarrant, Will County Executive
302 N. Chicago Street, Joliet, IL 60432

By: _____

City of Wilmington
Jeannine Smith, City Administrator
1165 S. Water St., Wilmington, IL 60481

By: _____

Attachment A: Expenditure Allowability Plan

The Expenditure Categories (EC) listed below must be used to categorize each project. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

Expenditure Category	EC ²⁸
1: Public Health	
COVID-19 Vaccination [^]	1.1
COVID-19 Testing [^]	1.2
COVID-19 Contact Tracing [^]	1.3
Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.) ^{*^}	1.4
Personal Protective Equipment [^]	1.5
Medical Expenses (including Alternative Care Facilities) [^]	1.6
Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine) [^]	1.7
COVID-19 Assistance to Small Businesses [^]	1.8
COVID 19 Assistance to Non-Profits [^]	1.9
COVID-19 Aid to Impacted Industries [^]	1.10
Community Violence Interventions	
Community Violence Interventions ^{*^}	1.11
Behavioral Health	
Mental Health Services ^{*^}	1.12
Substance Use Services ^{*^}	1.13
Other	
Other Public Health Services [^]	1.14
Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency	-
2: Negative Economic Impacts	
Assistance to Households	
Household Assistance: Food Programs ^{*^}	2.1
Household Assistance: Rent, Mortgage, and Utility Aid ^{*^}	2.2
Household Assistance: Cash Transfers ^{*^}	2.3
Household Assistance: Internet Access Programs ^{*^}	2.4
Household Assistance: Paid Sick and Medical Leave [^]	2.5
Household Assistance: Health Insurance ^{*^}	2.6
Household Assistance: Services for Un/Unbanked ^{*^}	2.7
Household Assistance: Survivor's Benefits [^]	2.8
Unemployment Benefits or Cash Assistance to Unemployed Workers ^{*^}	2.9
Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives) ^{*^}	2.10
Healthy Childhood Environments: Child Care ^{*^}	2.11
Healthy Childhood Environments: Home Visiting ^{*^}	2.12
Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System ^{*^}	2.13
Healthy Childhood Environments: Early Learning ^{*^}	2.14

Long-term Housing Security: Affordable Housing*^	2.15
Long-term Housing Security: Services for Unhoused Persons*^	2.16
Housing Support: Housing Vouchers and Relocation Assistance for Disproportionately Impacted Communities*^	2.17
Housing Support: Other Housing Assistance*^	2.18
Social Determinants of Health: Community Health Workers or Benefits Navigators*^	2.19
Social Determinants of Health: Lead Remediation*^	2.20
Medical Facilities for Disproportionately Impacted Communities^	2.21
Strong Healthy Communities: Neighborhood Features that Promote Health and Safety^	2.22
Strong Healthy Communities: Demolition and Rehabilitation of Properties^	2.23
Addressing Educational Disparities: Aid to High-Poverty Districts^	2.24
Addressing Educational Disparities: Academic, Social, and Emotional Services*^	2.25
Addressing Educational Disparities: Mental Health Services*^	2.26
Addressing Impacts of Lost Instructional Time^	2.27
Contributions to UI Trust Funds^	2.28
Assistance to Small Businesses	
Loans or Grants to Mitigate Financial Hardship^	2.29
Technical Assistance, Counseling, or Business Planning*^	2.30
Rehabilitation of Commercial Properties or Other Improvements^	2.31
Business Incubators and Start-Up or Expansion Assistance*^	2.32
Enhanced Support to Microbusinesses*^	2.33
Assistance to Non-Profits	
Assistance to Impacted Nonprofit Organizations (Impacted or Disproportionately Impacted)^	2.34
Aid to Impacted Industries	
Aid to Tourism, Travel, or Hospitality^	2.35
Aid to Other Impacted Industries^	2.36
Other	
Economic Impact Assistance: Other*^	2.37
Household Assistance: Eviction Prevention*^	-
Education Assistance: Other*^	-
Healthy Childhood Environments: Other*^	-
Social Determinants of Health: Other*^	-
3: Public Health-Negative Economic Impact: Public Sector Capacity	
General Provisions	
Public Sector Workforce: Payroll and Benefits for Public Health, Public Safety, or Human Services Workers	3.1
Public Sector Workforce: Rehiring Public Sector Staff	3.2
Public Sector Workforce: Other	3.3
Public Sector Capacity: Effective Service Delivery	3.4
Public Sector Capacity: Administrative Needs	3.5
4: Premium Pay	
Public Sector Employees	4.1
Private Sector: Grants to Other Employers	4.2

5: Infrastructure	
Water and Sewer	
Clean Water: Centralized Wastewater Treatment	5.1
Clean Water: Centralized Wastewater Collection and Conveyance	5.2
Clean Water: Decentralized Wastewater	5.3
Clean Water: Combined Sewer Overflows	5.4
Clean Water: Other Sewer Infrastructure	5.5
Clean Water: Stormwater	5.6
Clean Water: Energy Conservation	5.7
Clean Water: Water Conservation	5.8
Clean Water: Nonpoint Source	5.9
Drinking water: Treatment	5.10
Drinking water: Transmission & Distribution	5.11
Drinking water: Lead Remediation, including in Schools and Daycares	5.12
Drinking water: Source	5.13
Drinking water: Storage	5.14
Drinking water: Other water infrastructure	5.15
Water and Sewer: Private Wells	5.16
Water and Sewer: IJJA Bureau of Reclamation Match	5.17
Water and Sewer: Other	5.18
Broadband	
Broadband: "Last Mile" projects	5.19
Broadband: IJJA Match	5.20
Broadband: Other projects	5.21
6: Revenue Replacement	
Provision of Government Services	6.1
Non-federal Match for Other Federal Programs	6.2
7: Administrative	
Administrative Expenses	7.1
Transfers to Other Units of Government	7.2
Transfers to Non-entitlement Units (States and territories only)	-

Attachment B: Reimbursement Request Process

Pursuant to this agreement, subrecipients must submit a Request for Reimbursement in order to receive funding for eligible activities. This document offers guidelines in preparing a submittal for County reimbursement of eligible ARPA expenditures. While changes may still follow as the process evolves, for now the following guidelines may be helpful in completing each of the fields on the form. Please complete all requested fields and print, sign and date prior to submission. Attach documentation for expenditure and submit with the Reimbursement Form.

Section 1: Reimbursement Request Information

Agency: Name of Organization

Date of Request: Enter the date of your submission to the County

Agency Address: Organization's mailing address (use main location if multiple offices)

Contact Name and Title: Name and title of individual who can answer questions, if needed.

Contact Phone Number and E-Mail: Phone number and email address of individual above.

Amount of Reimbursement Requested: Amount requested for goods or services.

Date of Purchase: Date purchase order was made.

Date Cost Paid: If the costs were paid upon purchase, use same date as above. In the event the payment was made at a different time, enter that date here. This is needed to confirm payments fall within the ARPA eligible costs period of March 3, 2021, to December 31, 2026

Date Received: For the expenditure to be considered eligible, the funds must have been expended and the agency must be in possession of the item, good or service being submitted for reimbursement.

Expenditure Category: Subrecipients should indicate which expenditure category in the EAP is being claimed for this project.

Project Description: Use this area and additional sheets to describe the cost being submitted for reimbursement from County ARPA funding. This should include a brief description of the project in its entirety, and if applicable, the specific portion of the project that is being funded. In this narrative, subrecipients should also describe how the project responds to COVID-19, and specifically, how the project aligns with the expenditure category listed in the previous section. This section may be used to also provide general breakdown of costs, referring to the supporting documents included in the request. The following are some suggested description examples:

“Public Health costs of \$XXX for a capital project to expand customer service counters and add Plexiglas shields and dividers, all procured by an RFP for construction services pursuant to agency and federal procurement requirements. This project is directly related to addressing COVID impacts and there was no such construction included in the original budget. These safeguards have a ten-year useful life. This project will help mitigate COVID in dense work sites such as the County Courthouse, and County Administrative Offices.

Public Health Compliance costs of \$XXX for telework facilitation specifically to acquire 15 laptops, 2 servers, and a router. All of this equipment was purchased from State of Illinois bids

available to all state agencies. This will allow 15 additional staff to telework, and upgrade response times for another 20 staff already teleworking. The original budget had the typical 10 laptop annual replacement which has already occurred, while these additional 15 laptops were not contemplated in the budget. There was no budget to acquire servers or routers. These technology assets usually have a three-year useful life. This will satisfy the administrative needs of all telework employees, assisting to mitigate the spread of COVID by allowing employees to work from home”

Has this project previously received funding from other Federal sources, or does your entity anticipate receiving funding from other Federal sources?: Yes or no confirmation. **Is yes,** please describe.

Section 2: Reimbursement Request Term and Conditions

Information regarding reimbursement criteria and deadline for submittal of reimbursement – December 31, 2026. No action required.

Section 3: Supporting Documentation

This is the area to describe the supporting documents submitted to substantiate the cost reimbursement. Use this area and additional sheets to describe the supporting information being submitted for reimbursement from County ARPA funding. At a minimum - where appropriate - the documentation should include:

- Vendor Procurement and Executed Contracts
- Purchase Orders
- Invoices
- Proof of Payment

Proof of payment, vendor contracts or state bid info, invoices, payroll and attendance data (take precautions related to shielding or redacting non-public information and HIPPA requirements), pictures of projects (before and after), sign-in sheets or daily counts of COVID responses like meals and tests administered, are also examples of supporting documents.

Section 4: Certification Regarding Use of Funds

Agency affirmation regarding reimbursement criteria. Official representative of the requestor signs the certification.

Attachment C: Reimbursement Request Form

[Form on the following page]

SLFRF Reimbursement Request Form

Section 1: Reimbursement Request Information					
Agency:		Date of Request:			
Agency Address:					
City:		State:	IL	ZIP Code:	
Contact Name and Title:			Contact Email Address:		
Contact Phone Number:					
Amount of Reimbursement Requested:					
Date of Purchase:			Date Cost Paid:		
Date Received:			Expenditure Category:		
Project Description:					
Has this project previously received funding from other Federal sources, or you're your entity anticipate receiving funding from other Federal sources?			Yes or No:		If Yes, explain:
Section 2: Reimbursement Request Term and Conditions					
Deadline for Submittal of Reimbursement:			December 31, 2026		
Section 3: Supporting Documentation (Use additional sheets of this form if needed)					
Document type:		Description:			
Document type:		Description:			
Document type:		Description:			
Document type:		Description:			
Document type:		Description:			
<p>Section 4: Certification Regarding Use of Funds. By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. 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.</p>					
Authorized Representative Signature:					Date:

Attachment D: ARPA Award Background

[For informational purposes only]

Background

From Treasury's Compliance and Reporting Guidance, June 17, 2022

Treasury adopted an interim final rule in May 2021 and the final rule on January 6, 2022, to implement these eligible use categories and other restrictions on the use of funds under the State and Local Fiscal Recovery Funds program. The final rule took effect on April 1, 2022, and the interim final rule remained in effect until that time, although recipients could choose to take advantage of the final rule's flexibilities and simplifications prior to April 1, 2022. Recipients may consult the Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule for more information on compliance with the interim final rule and the final rule.

It is the recipient's responsibility to ensure all SLFRF award funds are used in compliance with the program's requirements. In addition, recipients should be mindful of any additional compliance obligations that may apply – for example, additional restrictions imposed upon other sources of funds used in conjunction with SLFRF award funds, or statutes and regulations that may independently apply to water, broadband, and sewer infrastructure projects. Recipients should ensure they maintain proper documentation supporting determinations of costs and applicable compliance requirements, and how the requirements have been satisfied since they suggest the recipients have been satisfied as part of their award management, internal controls, and subrecipient oversight and management

Treasury's Final Rule

From Treasury's Compliance and Reporting Guidance, June 17, 2022

Treasury's Final Rule details recipients' compliance responsibilities and provides additional information on eligible and restricted uses of SLFRF award funds and reporting requirements. Your organization should review and comply with the information contained in Treasury's Interim Final Rule, and any subsequent final rule when building appropriate controls for SLFRF award funds.

- 1. Eligible and Restricted Uses of SLFRF Funds.** As described in the SLFRF statute and summarized above, there are four enumerated eligible uses of SLFRF award funds. As a recipient of an award under the SLFRF program, your organization is responsible for complying with requirements for the use of funds. In addition to determining a given project's eligibility, recipients are also responsible for determining subrecipient's or beneficiaries' eligibility and must monitor use of SLFRF award funds.

To help recipients build a greater understanding of eligible uses, Treasury's Interim Final Rule establishes a framework for determining whether a specific project would be eligible under the SLFRF program, including some helpful definitions. For example, Treasury's Interim Final Rule establishes:

- A framework for determining whether a project “responds to” a “negative economic impact” caused by the COVID-19 public health emergency.
- Definitions of “eligible employers”, “essential work,” “eligible workers”, and “premium pay” for cases where premium pay is an eligible use.
- A definition of “general revenue” and a formula for calculating revenue lost due to the COVID-19 public health emergency.
- A framework for eligible water and sewer infrastructure projects that aligns eligible uses with projects that are eligible under the Environmental Protection Agency’s Drinking Water and Clean Water State Revolving Funds.
- A framework for eligible broadband projects designed to provide service to unserved or underserved households, or businesses at speeds sufficient to enable users to generally meet household needs, including the ability to support the simultaneous use of work, education, and health applications, and sufficiently robust to meet increasing household demands for bandwidth.

Treasury’s Final Rule also provides more information on four restrictions on use of SLFRF award funds: recipients may not deposit SLFRF funds into a pension fund; recipients that are States or territories may not use SLFRF funds to offset a reduction in net tax revenue caused by the recipient’s change in law, regulation, or administrative interpretation; and recipients may not use SLFRF funds as non-Federal match where prohibited. In addition, the Final Rule clarifies certain uses of SLFRF funds outside the scope of eligible uses, including that recipients generally may not use SLFRF funds directly to service debt, satisfy a judgment or settlement, or contribute to a “rainy day” fund. Recipients should refer to Treasury’s Interim Final Rule for more information on these restrictions.

Treasury’s final rule outlines that funds available under the “revenue loss” eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, the final rule notes that SLFRF funds may not be used as the non-federal share for purposes of a state’s Medicaid and CHIP programs because the Office of Management and Budget (“OMB”) has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 C.F.R. § 200.102 of the Uniform Guidance and related regulations. If a recipient seeks to use SLFRF funds to satisfy match or cost-share requirements for a federal grant program, it should first confirm with the relevant awarding agency that no waiver has been granted for that program, that no other circumstances enumerated under 2 C.F.R. § 200.306(b) would limit the use of SLFRF funds to meet the match or cost-share requirement, and that there is no other statutory or regulatory impediment to using the SLFRF funds for the match or cost-share requirement. SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. For example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects.

2. **Eligible Costs Timeframe.** Your organization, as a recipient of an SLFRF award, may use SLFRF funds to cover eligible costs that your organization incurred during the period that begins on March 3, 2021, and ends on December 31, 2024, as long as the award funds for

the obligations incurred by December 31, 2024 are expended by December 31, 2026. Costs for projects incurred by the recipient State, territorial, local, or Tribal government prior to March 3, 2021, are not eligible, as provided for in Treasury's Interim Final Rule.

Recipients may use SLFRF award funds to aid households, businesses, nonprofits, and individuals within the eligible use categories (subrecipients) described in Treasury's Interim Final Rule for costs that those households, businesses, nonprofits, and individuals incurred prior to March 3, 2021. For example,

- a) Public Health/Negative Economic Impacts: Recipients may use SLFRF award funds to assist households, small businesses, and nonprofits – such as rent, mortgage, or utility assistance – for costs incurred by the household prior to March 3, 2021, provided that the recipient state, territorial, local or Tribal government did not incur the cost of providing such assistance prior to March 3, 2021.
- b) Premium Pay: Recipients may provide premium pay retrospectively for work performed at any time since the start of the COVID-19 public health emergency. Such premium pay must be “in addition to” wages and remuneration already received and the obligation to provide such premium pay must not have been incurred by the recipient prior to March 3, 2021.
- c) Revenue Loss: Treasury's Interim Final Rule gives recipients broad discretion to use funds for the provision of government services to the extent of reduction in revenue. While calculation of lost revenue begins with the recipient's revenue in the last full fiscal year prior to the COVID-19 public health emergency and includes the 12-month period ending December 31, 2020, use of funds for government services must be forward looking for costs incurred by the recipient after March 3, 2021.
- d) Investments in Water, Sewer, and Broadband: Recipients may use SLFRF award funds to make necessary investments in water, sewer, and broadband. Recipients may use SLFRF award funds to cover costs incurred for eligible projects planned or started prior to March 3, 2021, provided that the project costs covered by the SLFRF award funds were incurred by the recipient after March 3, 2021.

Any funds not obligated or expended for eligible uses by the timelines above must be returned to Treasury, including any unobligated or unexpended funds that have been provided to subrecipients and contractors as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d). For the purposes of determining expenditure eligibility, Treasury's Interim Final Rule provides that “incurred” has the same meaning given to “financial obligation” in 2 C.F.R. § 200.1.

- 3. Expenditure Categories.** Treasury's final rule provides greater flexibility and simplicity for recipients to fight the pandemic and support families and businesses struggling with its impacts, maintain vital services amid revenue shortfalls, and build a strong, resilient, and equitable recovery. As such, recipients report on a broader set of eligible uses and associated Expenditure Categories (“EC”), which began with the April 2022 Project and Expenditure Report.

Uniform Administrative Requirements

The SLFRF awards are subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200 (the “Uniform Guidance”). In all instances, Will County should review the Uniform Guidance requirements applicable to your organization’s use of SLFRF funds, and SLFRF-funded projects. Recipients should consider how and whether certain aspects of the Uniform Guidance apply.

The following sections provide a general summary of your organization’s compliance responsibilities under applicable statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

- 1. Allowable Activities.** Each recipient should review program requirements, including Treasury’s Interim Final Rule and the Eligible Activities Plan to determine and record eligible uses of SLFRF funds. Per 2 C.F.R. § 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.
- 2. Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 C.F.R. Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury’s Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 C.F.R. § 200.425, a reasonable proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 C.F.R. Part 200, Subpart F are not allowable. Please see 2 C.F.R. Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative Costs:** Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 C.F.R. § 200.404 and 2 C.F.R. § 200.405. Pursuant to the SLFRF Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of

implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 C.F.R. § 200.414(f).

b. **Salaries and Expenses:** In general, certain employees' wages, salaries, and covered benefits are an eligible use of SLFRF award funds. Please see Treasury's Final Rule for details.

3. **Eligibility.** Under this program, recipients are responsible for ensuring funds are used for eligible purposes. Generally, recipients must develop and implement policies and procedures, and record retention, to determine and monitor implementation of criteria for determining the eligibility of beneficiaries and/or subrecipients. Your organization will need to maintain procedures for obtaining information evidencing a given beneficiary, subrecipient, or contractor's eligibility including a valid SAM.gov registration. Implementing risk-based due diligence for eligibility determinations is a best practice to augment your organization's existing controls.
4. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 C.F.R. Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also comply with relevant laws and regulations.
5. **Matching, Level of Effort, Earmarking.** There are no matching, level of effort, or earmarking compliance responsibilities associated with the SLFRF award. See Section C.1 (Eligible and Restricted Uses of SLFRF Funds) for a discussion of restrictions on use of SLFRF funds. SLFRF funds may only be used for non-Federal match in other programs where costs are eligible under both SLFRF and the other program and use of such funds is not prohibited by the other program.
6. **Period of Performance.** Your organization should also develop and implement internal controls related to activities occurring outside the period of performance. For example, each recipient should articulate each project's policy on allowability of costs incurred prior to award or start of the period of performance. All funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period

that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024, must be expended by December 31, 2026. Any funds not used must be returned to Treasury as part of the award closeout process pursuant to 2 C.F.R. § 200.344(d).

- 7. Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327, as applicable. The Uniform Guidance establishes in 2 C.F.R. § 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 C.F.R. § 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 C.F.R. §§ 200.317-200.320. The Uniform Guidance requires an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.
- 8. Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records.

The Uniform Guidance outlines the requirements that pertain to program income at 2 C.F.R. § 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 C.F.R. § 200.307(e)(1), including with respect to lending programs.

- 9. Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting as required and outlined in Part 2 of Treasury's Compliance and Reporting Guidelines. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 C.F.R. § 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. See Part 2 of this guidance for a full overview of recipient reporting responsibilities.

10. Subrecipient Monitoring. SLFRF recipients that are pass-through entities as described under 2 C.F.R. § 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 C.F.R. § 200.332 regarding requirements for pass-through entities.

First, your organization must clearly identify to the subrecipient: (1) that the award is a subaward of SLFRF funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds.

Next, your organization will need to evaluate each subrecipient’s risk of noncompliance based on a set of common factors. These risk assessments may include factors such as prior experience in managing Federal funds, previous audits, personnel, and policies or procedures for award execution and oversight. Ongoing monitoring of any given subrecipient should reflect its assessed risk and include monitoring, identification of deficiencies, and follow-up to ensure appropriate remediation.

Accordingly, your organization should develop written policies and procedures for subrecipient monitoring and risk assessment and maintain records of all award agreements identifying or otherwise documenting subrecipients’ compliance obligations.

Recipients should note that non-entitlement units of local government (NEUs) are not subrecipients under the SLFRF program. They are SLFRF recipients that will report directly to Treasury.

Table 1: Internal Controls Best Practices

Best Practice	Description	Example
Written policies and procedures	Formal documentation of recipient policies and procedures	Documented procedure for determining worker eligibility for premium pay
Written standards of conduct	Formal statement of mission, values, principles, and professional standards	Documented code of conduct / ethics for subcontractors
Risk-based due diligence	Pre-payment validations conducted according to an assessed level of risk	Enhanced eligibility review of subrecipient with imperfect performance history
Risk-based compliance monitoring	Ongoing validations conducted according to an assessed level of risk	Higher degree of monitoring for projects that have a higher risk of fraud, given program characteristics
Record maintenance and retention	Creation and storage of financial and non-financial records.	Storage of all subrecipient payment information.

ARPA Award Terms and Conditions

From Treasury's Compliance and Reporting Guidance, June 17, 2022

The Award Terms and Conditions of the SLFRF financial assistance agreement sets forth the compliance obligations for recipients pursuant to the SLFRF statute, the Uniform Guidance, and Treasury's Interim Final Rule. Recipients should ensure they remain in compliance with all Award Terms and Conditions. These obligations include the following items in addition to those described above:

- 1. SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
- 2. Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury, as outlined in paragraph 4.c. of the Award Terms and Conditions. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Your organization must agree to provide or make available such records to Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

- 3. Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
- 4. Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. §§ 2000d-1 et seq., and the Department's implementing regulations, 31 C.F.R. § 22.504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. §§ 1681 et seq., and the Department's

implementing regulations, 31 C.F.R. Part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. §§ 6101 et seq., and the Department implementing regulations at 31 C.F.R. Part 23.

To carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 C.F.R. Part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 C.F.R. Part 42, provide for the collection of data and information from recipients (see 28 C.F.R. 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal Governments.



MEMO

Date: October 17, 2023

To: Honorable Mayor Dietz and City Council Members

From: James Gretencord, Director of Public Works

Cc: Jeannine Smith, City Administrator
Nancy Gross, Finance Director

Re: North Island Lift Station Rehabilitation ComEd Service Upgrade

Budget Impact: \$5039.40 Line Item 04-03-7450 Misc. Capital Upgrades

Request: Approve the contract with ComEd to upgrade the electrical service to North Island Lift Station.

Discussion: To proceed with the North Island Lift Station Rehabilitation project, we must upgrade the electrical service to align it with the new equipment. This upgrade involves transitioning from 120/240V single-phase to 120/240V three-phase. This request is within our budget.

Benefits of switching to three-phase include:

- No longer needing run and start capacitors
- Easier replacement of pumps
- Ability to reverse pumps for clearing debris
- Increased pump efficiency
- Uniform three-phase setup for all lift stations, making pumps more interchangeable

Motion: Approve the contract with ComEd to upgrade the electrical service to North Island Lift Station for a total cost of \$5039.40.

Thank you in advance for your consideration of this request.

**JOLIET OFFICE
1910 SOUTH BRIGGS STREET
JOLIET, ILLINOIS 60433
585-278-7790**



**CITY OF WILMINGTON ACCOUNTS
0 N BALTIMORE,
WS PARK ST (ISLAND)
WILMINGTON, IL 60481**

Date: **10/09/2023**

For Electrical Service To:
**0 N BALTIMORE,, WS PARK ST (ISLAND)
WILMINGTON, IL**

Enclosed please find a copy of your Customer Work Agreement.
To ensure prompt processing of your agreement please do the following :

Review, sign and date the Customer Work Agreement.
Return the signed copy of the agreement and payment of **\$5,039.40** in the enclosed envelope, to my attention.

Work cannot proceed until we have received the signed document with your remittance and a call to 1-866-NEW-ELEC (1-866-639-3532) letting us know your electrician has completed work and passed required municipal government inspections. Upon approval by our Company, one copy of the document will be returned to you for your records.

If this contract is not returned within 30 days, it will be cancelled.

You may make payments on the ComEd website or by phone .

By **Internet** go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>
(for payments of \$5,000 or less for Credit/Debit)
(for non-business payments of \$100,000 or less for eCheck)
(for business payments of \$500,000 or less for eCheck)

Or

By **Customer Service Representatives** (English & Spanish)
1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)
1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)
1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Sincerely,

Enclosures

ALLAN GOMEZ
ENGINEERING DESIGN TECH
585-278-7790

CUSTOMER WORK AGREEMENT

PL#: 533253

CWA#: **SJ230646** R:0000

Date: 10/09/2023

CITY OF WILMINGTON ACCOUNTS ("Customer") and **ComEd** ("Company") agree that the Company will furnish at the Customer's expense the labor and materials necessary to do the work for the Customer on or adjacent to the Customer's premises at **0 N BALTIMORE,, WS PARK ST (ISLAND), WILMINGTON, IL 60481**, described below.

CUSTOMER WORK AGREEMENT - COMED TO REPLACE 120/240V 1PH 3W SERVICE WITH 120/240V 3PH 4W SERVICE TALLYBOARD JOB REQUIRED, CUSTOMER TO PAY 100% OF CHARGES.

CHARGES FOR REQUESTED INSTALLATION	\$5,039.40
TOTAL CUSTOMER CHARGE	\$5,039.40

The Customer agrees to pay to the Company the sum of **\$5,039.40**, payment in full due prior to beginning of Company work.

The charges listed in this contract are for performing the work identified herein under normal field conditions. If abnormal field conditions are encountered and additional labor and materials are required to complete the work, or if the scope of work is altered, ComEd reserves the right to collect, and the owner agrees to pay, additional money to cover the increased costs.

The sketch, if any, attached hereto is hereby made a part of this Agreement and expressly designates ownership of the facilities referred to.

The Total Customer Charge reflects the scope of work described in this Customer Work Agreement that will be performed by the Company. This does not include charges for the relocation or removal of equipment owned by others, such as cable television or communication companies, that are attached to the Company's poles. It is the Customer's responsibility to contact these other companies to schedule the relocation or removal of their equipment from the poles. These companies will bill the Customer separately for the work they must perform.

Work will be done during the Company's regular working hours, unless otherwise specified.

This Agreement shall be void if not accepted by the Customer within thirty days from date submitted.

Transformers and metering equipment installed in conjunction with this work, shall in all cases, remain the property of the Company.

In the event the work covered by this Agreement cannot be completed within one year from the above date as a result of delays on the part of the Customer or because the Company has been denied access to the premises, the charge to the Customer shall be recomputed based on the level of costs prevailing at the time of completion of the work as stipulated in the Company's General Company Order No. 25.

This agreement is subject to the provisions of the Company's Schedule of Rates and Information and Requirements for Electric Services as on file with the Illinois Commerce Commission.

FOR THE COMPANY:

FOR APPLICANT:

ALLAN GOMEZ

Submitted By

Accepted By

Signature

Accepted By

Signature

Print Name

Print Name

Official Capacity

Account Number: **0031105049**

Work Task Number: **1892340701**

Payment Stamp

Mail Bills To: **CITY OF WILMINGTON ACCOUNTS**
0 N BALTIMORE,
WS PARK ST (ISLAND)
WILMINGTON, IL 60481



Agreement Date : 10/09/2023

Submitted by : ALLAN GOMEZ

Phone Number : 585-278-7790

Group :

Type of Payment

Check

Wire/ACH

Name : CITY OF WILMINGTON ACCOUNTS

Service Address : 0 N BALTIMORE,, WS PARK ST

City. State (ISLAND)

CWA Payment

C.W.A. #: SJ230646

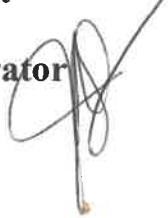
CIMS Account #	Work Order Task #	Total
0031105049	1892340701	\$5,039.40



MEMO

Date: October 10, 2023

To: Honorable Mayor Dietz and City Council Members

From: Jeannine Smith, City Administrator 

Cc: Joie Ziller, Deputy Clerk
Bryan Wellner, City Attorney

Re: Claire's Corner Holiday Lights Proposal

Budget Impact: \$4,066.07 will be charged to General Fund Line Item 01-02-6970
Operating Supplies and Tools

Request: Authorization to execute a contract for installation of holiday lights at
Claire's Corner

Discussion: The City of Wilmington enjoys a tradition of lighting up Claire's Corner for the holiday season. The contractor Principal Lighting Inc. is proposing the same decorations and is giving us a \$739.73 discount for contracting with them over multiple years. The City will receive an additional 3% discount for prepaying the invoice bringing the cost down from \$4,191.77 to \$4,066.07. This represents a 9% increase from last year. The installation would be completed prior to Thanksgiving and the Christmas Parade and would remain intact until after the New Year. Last year the City received many compliments on the decorations.

Motion: Staff respectfully requests and recommends authorization to execute a contract with Principal Lighting Inc. in an amount not exceeding \$4,066.07.

Thank you in advance for your consideration of this request.

Customer Info		
Last Smith	First Jeannine	
Customer Address 101 N. Water St		
City Wilmington	State IL	Zip 60481
Phone Number (779) 801-2595	Alt Phone Number	
Service Address 101 N. Water St		
City Wilmington	State IL	Zip 60481
Contact Jeannine Smith		
Phone Number (779) 801-2595	Alt Phone Number	
Email jsmith@wilmington-il.com		



Customer Copy

Your Local Service Provider

Principle Lighting Inc.
Gary Fouts
P.O. Box 907
New Lenox, IL 60451
(815) 462-4700
rdupre@principlelighting.com

RESIDENTIAL DECORATING SERVICE PROPOSAL

Contact Date 9/23/2021	Appt Date 10/3/2023	Accepted Date	Accepted By
1st Install Date	2nd Install Date	Take Down Date	

City of Wilmington - 2023 Holiday Decorating

Included Items

Category	Item	Description	Map	Qty	Color Code	Level	Price Adj	Pricing
Roof	Fascia/Gable C9 LED	Gutter lines and ridges of gazebo			Ww	1	\$0.00	\$1,100.00
Tree/Shrub	T Canopy C7 LED 24" Spacing	(2) Large spruce trees	A&B	900	Ww	1	\$0.00	\$2,340.00
Tree/Shrub	Shrubs Canopy w/ Mini LED	"W" shaped boxwoods	L	800	B	1	\$0.00	\$480.00
Tree/Shrub	T Trunk Wrap w/ Mini LED	(2) Small trees by "W"	M&N	950		1	\$0.00	\$636.50
Tree/Shrub	T Trunk Wrap w/ Mini LED	Wrap lights around the fence	AA	500		1	\$0.00	\$375.00
Notes							Subtotal	\$4,931.50
							Quote Discount	\$739.73
							Sales Tax	\$0.00
							Grand Total	\$4,191.77
							Deposit	\$2,095.89
							Remaining Balance	\$2,095.88

Additional Recommended Items

Category	Item	Description	Map	Qty	Color Code	Level	Price Adj	Pricing
Tree/Shrub	T Canopy C7 LED 24" Spacing	Large magnolia by big spruce	C	300		1	\$0.00	\$765.00
Tree/Shrub	Shrubs Canopy w/ Mini LED	Evergreen by magnolia	D	200		1	\$0.00	\$114.00
Tree/Shrub	Shrubs Canopy w/ Mini LED	Shrub between the magnolia and the spruce	E	250		1	\$0.00	\$142.50
Tree/Shrub	Shrubs Canopy w/ Mini LED	Large group of shrubs by the clock	F	1200		1	\$0.00	\$684.00

Category	Item	Description	Map	Qty	Color Code	Level	Price Adj	Pricing
Tree/Shrub	Shrubs Canopy w/ Mini LED	(2) Burning bushes by the bench	G&H	550		1	\$0.00	\$313.50
Tree/Shrub	Shrubs Canopy w/ Mini LED	(3) Bushes by the spruce	I-K	650		1	\$0.00	\$370.50
Tree/Shrub	T Trunk Wrap w/ Mini LED	(2) Small trees by Clair Rowland plaque	O&P	700		1	\$0.00	\$455.00
Tree/Shrub	Shrubs Canopy w/ Mini LED	(2) Burning bushes by the hydrant	Q&R	600		1	\$0.00	\$342.00
Tree/Shrub	Shrubs Canopy w/ Mini LED	(8) Bushes by the Auto Parts building	S-Z	1200		1	\$0.00	\$684.00

Christmas Decor Policies, Terms and Conditions

Christmas Decor's service is comprised of the design, installation, and takedown of holiday decorations. All lighting and decorations remain the property of the service provider. This is a service agreement only and no goods are being sold.

Lighting and Decorations:

Christmas Decor warrants the quality of our decorations and workmanship as provided below. Should you have any problems with the decorations, we want to correct them as soon as possible. We recommend that you turn the lights on for several hours over the first three to four evenings to test the lighting program. This will allow us to make corrections as soon as possible in order to maximize your enjoyment of the decorations. Repairs needed due to vandalism, extraordinary weather conditions, and customer added lights are not warranted and will be billed as additional services.

Maintenance:

Christmas Decor will gladly service any non-working decorations within reason. Individual bulbs will vary in length of operation and some will expire before others. We cannot reasonably change every bulb when it expires, however, we can perform service when several have expired.

Billing Issues and Quality of Service:

In the event that you have a question concerning our billing please contact our office within 30 days. Otherwise, we will assume that all billings are correct. Christmas Decor will provide quality workmanship and commercial-grade materials. However, we request that all questions regarding workmanship or materials must be addressed within 72 hours of the service, or before the next service is to be performed, whichever comes first.

Terms and Conditions:

A deposit may be required at the time your order is placed. Full payment for every item and service is due according to the invoice terms on the date of service. In the event payment is not made within terms on invoice, a time- price differential (FINANCE CHARGE) of 18% (eighteen percent) per annum, but in no event in excess of the maximum amount allowed at law, shall be assessed and due on the unpaid balance from the due date until payment is received in full by the Christmas Decor service provider. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account. In the event the purchaser fails to make payments as required, your account shall be considered to be in default and the purchaser shall be responsible for costs of collection and reasonable attorneys fees, as allowed by law.

Incentive Discounts:

You may be eligible for one of our incentive programs. Multi-year incentives apply when you initially contract for two or more years. Multi-year service contracts offer the best, locked rates. If you elect this option, this contract will apply to the following decorating season(s):

_____ Initials _____. A customer is only eligible for one of these two incentive programs. The percentage discount for an incentive will be determined at the time a contract is executed and stated on the front page and applies only to pre-tax services. A Prepay Incentive is available if a percentage for a prepay incentive has been listed on the front of this form. To take advantage of this option, full payment must be received prior to the early installation incentive date expressed on the front of this proposal.

Installation and Removal:

Holiday decorations shall be installed and removed at your request if possible. Customers designating times are given priority based upon first-in-time notice. All services are subject to weather conditions and demand. The service provider retains sole discretion as to the timing of services and no breach occurs based on dates of services.

Limited Warranty and Limitation of Liability and Remedies:

BOTH PARTIES TO THIS CONTRACT AGREE THAT IN THE EVENT OF THE FAILURE OR MALFUNCTION OF THE LIGHTING AND/OR DECORATIONS PROVIDED, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CUSTOMER SHALL BE THE REFUND OF THE COST OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE REPAIR OR REPLACEMENT OF THE LIGHTING AND/OR DECORATIONS, TO BE DETERMINED SOLELY AT THE DISCRETION OF THE SERVICE PROVIDER. BOTH PARTIES AGREE THAT THE CHRISTMAS DECOR SERVICE PROVIDER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE CAUSED TO THE PROPERTY OF THE CUSTOMER BY ANY FAILURE OR MALFUNCTION OF THE LIGHTING AND DECORATIONS PROVIDED UNDER THIS AGREEMENT. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU. BOTH PARTIES AGREE THAT ANY CLAIM BY THE CUSTOMER THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE OR NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF THE CHRISTMAS DECOR SERVICE PROVIDER IN WRITING WITHIN 72 HOURS OF THE SERVICE AND FAILURE TO DO SO RESULTS IN A COMPLETE AND FINAL WAIVER OF ALL CLAIMS.

Arbitration:

ANY AND ALL DISPUTES THAT MAY ARISE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION IN ACCORDANCE WITH STATE LAW WHERE THE SERVICE PROVIDER IS LOCATED. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON ALL PARTIES, AND JUDGMENT MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF THE SERVICE PROVIDER WHERE ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED THROUGH THE DISPUTE RESOLUTION CENTER, OR ITS SUCCESSOR.

I have read, understand and agree to the above policies, terms, and conditions. Customer has the right to rescind this contract by giving written notice to the service provider within three days from the date below.

Customer: _____

Date: _____