



City of Fairview Heights

CITY COUNCIL MEETING AGENDA
10025 BUNKUM ROAD
FAIRVIEW HEIGHTS, IL 62208
February 03, 2026
7:00 P.M.

The City Council meeting will be held in the Council Chambers. Participation (only) join at <https://meet.goto.com/COFH> or dial in at 1 (786) 535-3211 - Access Code: 808-004-661 - Please mute your phone during the meeting. To install the application: <https://meet.goto.com/install>

A. Pledge of Allegiance

F. Consent Agenda:

City Council Minutes – January 20, 2026

B. Invocation

C. Call to Order

G. Committee Reports

D. Roll Call

H. Communications from Mayor

E. Public Participation

I. Communication from Elected Officials

J. UNFINISHED BUSINESS

None

K. NEW BUSINESS

Proposed Resolution No. 11-'26 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into an agreement with Department of Commerce and Economic Opportunity for the Receipt of Funding for cost associated with Moody Park Trail Enhancements in the amount of \$150,000. (Community Committee)

Proposed Resolution No. 12-'26 a Resolution authorizing the Mayor to enter into an agreement for Professional Services with Farnsworth Group for Re-Design Services related to SHPO Archaeological findings impacting the Pleasant Ridge Park Renovation Project in the amount of \$30,000. (Community Committee)

Proposed Resolution No. 13-'26 a Resolution authorizing the Mayor on behalf of the City to enter into a Professional Services Agreement with Confluence to provide Professional Design Services related to the Lincoln Trail Great Streets Initiative. (Community Committee)

L. MOTION

M. ADJOURNMENT

**CITY OF FAIRVIEW HEIGHTS
CITY COUNCIL MINUTES
January 20, 2026**

The regular meeting of the Fairview Heights City Council was called to order at 7:00 p.m. by Mayor Mark T. Kupsy in the City Council Chambers, 10025 Bunkum Road, Fairview Heights, IL and also conducted virtually for guest attendees and City Council members per Resolution 4391-2021 with the Pledge of Allegiance and Invocation by City Clerk Karen Kaufhold

ROLL CALL

Roll call of Aldermen present: James Winkeler, Barbara Brumfield, Jeff Harris, Brenda Wagner, Pat Peck, Anthony LeFlore, Bill Poletti, Frank Menn, Josh Frawley, and Derrick King. City Clerk Karen Kaufhold and Attorney Andrew Hoerner were present.

PUBLIC PARTICIPATION

None

CONSENT AGENDA

Alderman Barbara Brumfield moved to approve the December 16, 2025 Amended City Council Meeting Minutes, January 20, 2026 City Council Meeting Minutes and Finance Director's Report and the bills and invoices presented for the payment in the amount of \$2,571,744.93. Seconded by Alderman Pat Peck.

Roll call on the December 16, 2025 Amended City Council Meeting Minutes, January 20, 2026 City Council Meeting Minutes and Finance Director's Report and the bills and invoices presented for the payment in the amount of \$2,571,744.93 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas.

COMMITTEE REPORTS

The Mayor announced that the Community Committee Meeting scheduled for January 21, 2026, has been rescheduled. It will be held on February 03, 2026 at 6:40 P.M., right before the City Council Meeting being held at 7:00 P.M.

COMMUNICATIONS FROM THE MAYOR

Mayor Mark Kupsy first and foremost wanted to remind everyone, with frigid temperatures upon us, please remember to check in on your neighbors, pets, and elderly. Also, with illnesses spreading, please take steps to protect yourself and others, stay safe and healthy. Mayor announced Athletico Physical Therapy in the City of Fairview Heights, will be hosting a Can-Do Community Challenge Food Drive, January 19, 2026 through February 28, 2026. Alderman James Winkeler is engaged in the Food Drive with Athletico Physical Therapy and stated they will also be taking donations for pets for St. Clair County Humane Society. Mayor Kupsy notified us that the Royal Palm Mediterranean Cuisine is hosting a Ribbon Cutting on Thursday, January 29, 2026 at 10:30 A.M. Mayor stated that the Police Department will be hosting its Award Night on Tuesday, January, 27th, 2026 at 6:00 P.M.

COMMUNICATIONS FROM ELECTED OFFICIALS

None

UNFINISHED BUSINESS

None

NEW BUSINESS

Proposed Resolution No. 04-'26 a Resolution Amending Resolution No. 4676-2025 authorizing the Mayor on behalf of the City of Fairview Heights to enter into a revised agreement with the County of St. Clair, Village of Swansea, City of Fairview Heights and the JMT Enterprise Group, LLC for the Construction of a Signalized Intersection at Frank Scott Parkway, DePaul Drive and Jennings Station Drive. Motion was made by Alderman Winkeler. Seconded by Alderman Poletti. Roll call on Proposed Resolution No. 04-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas. Proposed Resolution No. 04-'26 passed on 10 yeas. Proposed Resolution No. 04-'26 now becomes **RESOLUTION NO. 4685-2026**

Proposed Resolution No. 05-'26 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into a letter of understanding with the State of Illinois through its Department of Transportation to complete improvements of Illinois Route 159. Motion was made by Alderman Poletti. Seconded by Alderman LeFlore. Roll call on Proposed Resolution No. 05-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas. Proposed Resolution No. 05-'26 passed on 10 yeas. Proposed Resolution No. 05-'26 now becomes **RESOLUTION NO. 4686-2026**

Proposed Resolution No. 06-'26 a Resolution authorizing the Mayor to sign a Joint Funding Agreement for Federally Funded Construction Associated with improvements to Old Collinsville Road from Lincoln Highway (US 50) to Ashland Avenue. Motion was made by Alderman Poletti. Seconded by Alderman Brumfield. Roll call on Proposed Resolution No. 06-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas. Proposed Resolution No. 06-'26 passed on 10 yeas. Proposed Resolution No. 06-'26 now becomes **RESOLUTION NO. 4687-2026**

Proposed Resolution No. 07-'26 a Resolution for Improvement Under the Illinois Highway Code for the Old Collinsville Road Project from Lincoln Highway to Ashland Avenue. Motion was made by Alderman Peck. Seconded by Alderman Winkeler. Roll call on Proposed Resolution No. 07-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas. Proposed Resolution No. 07-'26 passed on 10 yeas. Proposed Resolution No. 07-'26 now becomes **RESOLUTION NO. 4688-2026**

NEW BUSINESS - CONTINUED

Proposed Resolution No. 08-'26 a Resolution authorizing the Mayor to enter into a letter agreement with the St. Clair County Highway Department for reimbursement of Fees for the preparation of an STP – S Grant Application for road improvements to Ashland Avenue, Phase 2, from Joseph Drive to Illinois Route 159. Motion was made by Alderman Peck. Seconded by Alderman Poletti.

Roll call on Proposed Resolution No. 08-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 08-'26 passed on 10 yeas.

Proposed Resolution No. 08-'26 now becomes **RESOLUTION NO. 4689-2026**

Proposed Resolution No. 09-'26 a Resolution authorizing the Mayor on behalf of the City of Fairview Heights to enter into an agreement with the Illinois Department of Commerce and Economic Opportunity for receipt of funding for costs associated with the Renovation of the City Council Chambers in City Hall. Motion was made by Alderman Wagner. Seconded by Alderman Winkeler.

Roll call on Proposed Resolution No. 09-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Frank Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 09-'26 passed on 10 yeas.

Proposed Resolution No. 09-'26 now becomes **RESOLUTION NO. 4690-2026**

Proposed Resolution No. 10-'26 a Resolution authorizing the Mayor to enter into a Letter of Agreement with the St. Clair County Highway Department for Reimbursement of fees for Engineering Services for road improvements to Ashland Avenue Phase 1, from Old Collinsville Road to Joseph Drive. Motion was made by Alderman Brumfield. Seconded by Alderman LeFlore.

Roll call on Proposed Resolution No. 10-'26 showed Aldermen Winkeler, Brumfield, Harris, Wagner, Peck, LeFlore, Poletti, Menn, Frawley, and King voting "Yea". Motion passes with 10 yeas.

Proposed Resolution No. 10-'26 passed on 10 yeas.

Proposed Resolution No. 10-'26 now becomes **RESOLUTION NO. 4691-2026**

Motion made by Alderman Poletti moved to adjourn. Seconded by Alderman Peck. Motion carried.

Meeting adjourned at 7:13 P.M.

Respectfully submitted,

Karen Kaufhold
CITY CLERK

PROPOSED RESOLUTION NO. 11-'26

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF FAIRVIEW HEIGHTS TO ENTER INTO AN AGREEMENT WITH DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY FOR THE RECEIPT OF FUNDING FOR COSTS ASSOCIATED WITH MOODY PARK TRAIL ENHANCEMENTS IN THE AMOUNT OF \$150,000.

WHEREAS, pursuant to a grant application submitted by the City of Fairview Heights to the Illinois Department of Commerce and Economic Opportunity (DCEO), the City anticipates receipt of funding for costs associated with Moody Park Trail Enhancements; and

WHEREAS, upon final signatures and processing of Grant Agreement No. _____ by both parties, the City will be in receipt of **One Hundred Fifty Thousand Dollars (\$150,000.00)** for such purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be, and hereby is, authorized to enter into and execute a Grant Agreement between the State of Illinois, Department of Commerce and Economic Opportunity, 607 East Adams Street, Springfield, Illinois 62701 for the receipt of funding in the amount of **One Hundred Fifty Thousand Dollars (\$150,000.00)**, for costs associated with Moody Park Trail Enhancements

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED

APPROVED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN KAUFHOLD, CITY CLERK

SPONSORED BY: Community Committee



**GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
AND
City of Fairview Heights**

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

PART ONE – The Uniform Terms

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

PART TWO – Grantor-Specific Terms

PART THREE – Project-Specific Terms

The Parties or their duly authorized representatives hereby execute this Agreement.

ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY

CITY OF FAIRVIEW HEIGHTS

By: _____
Signature of Kristin A. Richards, Director

Date: _____

By: _____
Signature of Designee

Date: _____

Printed Name: _____

Printed Title: _____
Designee

By: _____
Signature of Second Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantor Approver

By: _____
Signature of Authorized Representative

Date: _____

Printed Name: Mark Kupsky

Printed Title: Mayor

Email: mark.kupsky@cofh.org

By: _____
Signature of Second Grantee Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Second Grantee Approver
(optional at Grantee's discretion)

By: _____
Signature of Third Grantor Approver, if applicable

Date: _____

Printed Name: _____

Printed Title: _____
Third Grantor Approver

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

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

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

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

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

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

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

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

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

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

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

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

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

“Grantee Compliance Enforcement System” has the same meaning as in 44 Ill. Admin. Code 7000.30.

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

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

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

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

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

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

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

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

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

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

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

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

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

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

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

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

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

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

ARTICLE II AWARD INFORMATION

2.1. Term. This Agreement is effective on **12/01/2025** and expires on **11/30/2027** (the Term), unless terminated pursuant to this Agreement.

2.2. Amount of Agreement. Grant Funds must not exceed **\$150,000.00**, of which **\$0.00** are federal funds. Grantee accepts Grantor's payment as specified in this ARTICLE.

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

The Award amount listed in Paragraph 2.2 is not a guarantee of payment, and Grantee's receipt of Grant Funds is contingent upon all terms and conditions of this Agreement.

Reimbursement

Payments to the Grantee are subject to the Grantee's submission and certification of eligible costs and any documentation as required by the Grantor. Payment shall be initiated upon the Grantor's approval of eligible costs and cash amount requested for reimbursement of those costs.

2.4. Award Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is **N/A**, the federal awarding agency is **N/A**, and the Federal Award date is **N/A**. If applicable, the Assistance Listing Program Title is **N/A** and Assistance Listing Number is **N/A**. The Catalog of State Financial Assistance (CSFA) Number is 420-00-1758 and the CSFA Name is Site Improvements. If applicable, the State Award Identification Number (SAIN) is 1758-62227.

ARTICLE III

GRANTEE CERTIFICATIONS AND REPRESENTATIONS

3.1. Registration Certification. Grantee certifies that: (i) it is registered with SAM and **RKC7ZWLBVAB2** is Grantee's correct UEI; (ii) it is in good standing with the Illinois Secretary of State, if applicable; and (iii) Grantee has successfully completed the annual registration and prequalification through the Grantee Portal.

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

3.2. Tax Identification Certification. Grantee certifies that: **370918589** is Grantee's correct federal employer identification number (FEIN) or Social Security Number. Grantee further certifies, if applicable: (a) that Grantee is not subject to backup withholding because (i) Grantee is exempt from backup withholding, or (ii) Grantee has not been notified by the Internal Revenue Service (IRS) that Grantee is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Grantee that Grantee is no longer subject to backup withholding; and (b) Grantee is a U.S. citizen or other U.S. person. Grantee is doing business as a (check one):

☐ Individual	☐ Pharmacy-Non Corporate
☐ Sole Proprietorship	☐ Pharmacy/Funeral Home/Cemetery Corp.
☐ Partnership	☐ Tax Exempt
☐ Corporation (includes Not For Profit)	☐ Limited Liability Company (select applicable tax classification)
☐ Medical Corporation	☐ P = partnership
☒ Governmental Unit	☐ C = corporation
☐ Estate or Trust	

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

3.3. Compliance with Uniform Grant Rules. Grantee certifies that it must adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200) and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 30 ILCS 708/5(b).

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

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

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

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

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

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

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

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

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

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

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

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment or permanent inclusion on the Illinois Stop Payment List, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency (2 CFR 200.205(a)), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7), in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee must maintain, for a minimum of six (6) years, all protected health information.

(m) **Criminal Convictions.** Grantee certifies that:

(i) Neither it nor a managerial agent of Grantee (for non-governmental grantees only, this includes any officer, director or partner of Grantee) has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction; and

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

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

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

(p) **Anti-Discrimination.** Grantee certifies that its employees and subcontractors under subcontract made pursuant to this Agreement, must comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to: Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code 750- Appendix A, which is incorporated herein; Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.); Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and the Age Discrimination Act of 1975 (42 USC 6101 et seq.).

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

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

**ARTICLE IV
PAYMENT REQUIREMENTS**

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

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

4.3. Return of Grant Funds. Grantee must liquidate all Obligations incurred under the Award within forty-five (45) days of the end of the Period of Performance, or in the case of capital improvement Awards, within forty-five (45) days of the end of the time period the Grant Funds are available for expenditure or obligation, unless Grantor permits a longer period in PART TWO OR PART THREE. Grantee must return to Grantor within forty-five (45) days of the end of the applicable time period as set forth in this Paragraph all remaining Grant Funds that are not expended or legally obligated.

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

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

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

4.7. Interest.

(a) All interest earned on Grant Funds held by a Grantee or a subrecipient will be treated in accordance with 2 CFR 200.305(b)(12), unless otherwise provided in PART TWO or PART THREE. Grantee

and its subrecipients must remit annually any amount due in accordance with 2 CFR 200.305(b)(12) or to Grantor, as applicable.

(b) Grant Funds must be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR 200.305(b)(10), (b)(11).

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

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

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein is considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

ARTICLE V

SCOPE OF AWARD ACTIVITIES/PURPOSE OF AWARD

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

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

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

ARTICLE VI

BUDGET

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

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

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

**ARTICLE VII
ALLOWABLE COSTS**

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

7.2. Indirect Cost Rate Submission.

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

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

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

(i) Appendix VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for state and Local Governments and Indian Tribes,

(ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,

(iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and

(iv) Appendix V to 2 CFR Part 200 governs state/Local Government-wide Central Service Cost Allocation Plans.

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

(d) A grantee who does not have a current negotiated rate, may elect to charge a *de minimis* rate up to 15 percent of modified total direct costs, which may be used indefinitely. No documentation is required to justify the *de minimis* Indirect Cost Rate. 2 CFR 200.414(f).

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

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

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

(a) **Accounting System**. Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to State and federal pass-through awards, authorizations, Obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(9) and 30 ILCS 708/97, Grantee must use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

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

(i) The documentation standards for salary charges to Grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the Grantee's organization.

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO**, **PART THREE** or **Exhibit E** of the requirement to submit personnel activity reports. 2 CFR 200.430(g)(8). Personnel activity reports must account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Award, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records must be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Award purposes, the valuation of these contributions must be supported with adequate documentation.

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

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

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

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

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

ARTICLE VIII LOBBYING

8.1. **Improper Influence.** Grantee certifies that it will not use and has not used Grant Funds to influence or attempt to influence an officer or employee of any government agency or a member or employee of the State or federal legislature in connection with the awarding of any 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. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

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

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

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

8.5. **Subawards.** Grantee must include the language of this ARTICLE in the award documents for any subawards made pursuant to this Award at all tiers. All subrecipients are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee must forward all disclosures by contractors regarding this certification to Grantor.

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

**ARTICLE IX
MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING**

9.1. Records Retention. Grantee must maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.334, unless a different retention period is specified in 2 CFR 200.334, 44 Ill. Admin. Code 7000.430(a) and (b) or **PART TWO** or **PART THREE**. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

9.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430(f), must make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by federal statute. Grantee must cooperate fully in any such audit or inquiry.

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

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

**ARTICLE X
FINANCIAL REPORTING REQUIREMENTS**

10.1. Required Periodic Financial Reports. Grantee must submit financial reports as requested and in the format required by Grantor no later than the dues date(s) specified in **PART TWO** or **PART THREE**. Grantee must submit reports to Grantor describing the expenditure(s) of the funds related thereto at the intervals specified by Grantor, which must be no less frequent than annually and no more frequent than quarterly, unless otherwise specified in either PART TWO or PART THREE (approved as an exception by GATU) or on Exhibit E pursuant to specific conditions. 2 CFR 200.328(b). Any report required by 30 ILCS 708/125 may be detailed in **PART TWO** or **PART THREE**.

10.2. Financial Close-out Report.

(a) Grantee must submit a financial Close-out Report, in the format required by Grantor, by the due date specified in **PART TWO** or **PART THREE**, which must be no later than sixty (60) calendar days following the end of the Period of Performance for this Agreement or Agreement termination. The format of this financial Close-out Report must follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee must submit a new financial Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345; 44 Ill. Admin. Code 7000.450.

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

ARTICLE XI PERFORMANCE REPORTING REQUIREMENTS

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

11.2. Performance Close-out Report. Grantee must submit a performance Close-out Report, in the format required by Grantor by the due date specified in **PART TWO** or **PART THREE**, which must be no later than 60 calendar days following the end of the Period of Performance or Agreement termination. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

11.3. Content of Performance Reports. Pursuant to 2 CFR 200.329(b) and (c), all performance reports must relate the financial data and project or program accomplishments to the performance goals and objectives of this Award and also include the following: a comparison of actual accomplishments to the objectives of the Award established for the reporting period (for example, comparing costs to units of accomplishment); computation of the cost and demonstration of cost effective practices (e.g., through unit cost data); performance trend data and analysis if required; the reasons why established goals were not met, if appropriate; and additional information, analysis, and explanation of any cost overruns or higher-than-expected unit costs. Additional content and format guidelines for the performance reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

ARTICLE XII AUDIT REQUIREMENTS

12.1. Audits. Grantee is subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507), Subpart F of 2 CFR Part 200, and the audit rules and policies set forth by the Governor's Office of Management and Budget. 30 ILCS 708/65(c); 44 Ill. Admin. Code 7000.90.

12.2. Consolidated Year-End Financial Reports (CYEFR). All grantees must complete and submit a CYEFR through the Grantee Portal, except those exempted by federal or State statute or regulation, as set forth in **PART TWO** or **PART THREE**. The CYEFR is a required schedule in Grantee's audit report if Grantee is required to complete and submit an audit report as set forth herein.

(a) Grantee's CYEFR must cover the same period as the audited financial statements, if required, and must be submitted in accordance with the audit schedule at 44 Ill. Admin. Code 7000.90. If Grantee is not required to complete audited financial statements, the CYEFR must cover Grantee's fiscal year and must be submitted within 6 months of the Grantee's fiscal year-end.

(b) The CYEFR must include an in relation to opinion from the auditor of the financial statements included in the audit.

(c) The CYEFR must follow a format prescribed by Grantor.

12.3. Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) **Single and Program-Specific Audits.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the CYEFR(s) must be submitted to the Grantee Portal at the same time the audit report packet is submitted to the Federal Audit Clearinghouse. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends at least \$750,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit E** based on Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$750,000 in State-issued Awards, but expends at least \$500,000 in State-issued Awards, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee must have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State-issued Awards.

(iv) If Grantee does not meet the requirements in subsections 12.3(b) and 12.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) six (6) months after the end of Grantee's audit period.

12.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) **Program-Specific Audit.** If, during its fiscal year, Grantee expends at least \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) thirty (30) calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of Grantee's audit period.

(c) **Financial Statement Audit.** If, during its fiscal year, Grantee expends less than \$1,000,000 in federal pass-through funds from State-issued Awards, Grantee must follow all of the audit requirements in Paragraphs 12.3(c)(i)-(v), above.

(d) **Publicly-Traded Entities.** If Grantee is a publicly-traded company, Grantee is not subject to the single audit or program-specific audit requirements, but must submit its annual audit conducted in accordance with its regulatory requirements.

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

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

ARTICLE XIII TERMINATION; SUSPENSION; NON-COMPLIANCE

13.1. Termination.

(a) Either Party may terminate this Agreement, in whole or in part, upon thirty (30) calendar days' prior written notice to the other Party.

(b) If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.340(a)(3).

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

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

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

(iii) If the Award no longer effectuates the Program goals or agency priorities and if this termination is permitted in the terms and conditions of the Award, which must be detailed in Exhibit A, PART TWO or PART THREE.

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

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

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

13.5. Effects of Suspension and Termination.

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

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

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

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

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

ARTICLE XIV
SUBCONTRACTS/SUBAWARDS

14.1. Subcontracting/Subrecipients/Delegation. Grantee must not subcontract nor issue a subaward for any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or subrecipient has been identified in the uniform grant application, such as, without limitation, a Project description, and Grantor has approved. Grantee must follow all applicable requirements set forth in 2 CFR 200.332.

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

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

ARTICLE XV NOTICE OF CHANGE

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

15.2. Failure to Provide Notification. To the extent permitted by Illinois law (see Paragraph 21.2), Grantee must hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor as required by Paragraph 15.1.

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

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

ARTICLE XVI STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP

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

governance structure, as applicable. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE constitutes a material breach of this Agreement.

ARTICLE XVII CONFLICT OF INTEREST

17.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to Grantor. 2 CFR 200.112; 30 ILCS 708/35.

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

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

ARTICLE XVIII EQUIPMENT OR PROPERTY

18.1. Purchase of Equipment. For any equipment purchased in whole or in part with Grant Funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439, the costs for such equipment will be disallowed. Grantor must notify Grantee in writing that the purchase of equipment is disallowed.

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

18.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property, the cost of which was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.327 to establish procedures to use Grant Funds for the procurement of supplies and other expendable property, equipment, real property and other services.

18.4. Equipment Instructions. Grantee must obtain disposition instructions from Grantor when equipment, purchased in whole or in part with Grant Funds, is no longer needed for their original purpose. Notwithstanding anything to the contrary contained in this Agreement, Grantor may require transfer of any equipment to Grantor or a third party for any reason, including, without limitation, if Grantor terminates the

Award or Grantee no longer conducts Award activities. Grantee must properly maintain, track, use, store and insure the equipment according to applicable best practices, manufacturer's guidelines, federal and state laws or rules, and Grantor requirements stated herein.

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

ARTICLE XIX PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

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

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

ARTICLE XX INSURANCE

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

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

ARTICLE XXI LAWSUITS AND INDEMNIFICATION

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

21.2. Indemnification and Liability.

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

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

**ARTICLE XXII
MISCELLANEOUS**

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

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

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

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

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

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

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

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

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

22.10 Compliance with Whistleblower Protections. Grantee must comply with the Whistleblower Act (740 ILCS 174/1 *et seq.*) and the whistleblower protections set forth in 2 CFR 200.217, including but not limited to, the requirement that Grantee and its subrecipients inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

22.11. Precedence.

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

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

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

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

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

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

22.16. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XIV; (c) the CYEFR(s); (d) audit requirements established in 44 Ill. Admin. Code 7000.90 and ARTICLE XII ; (e) property management and disposition requirements established in 2 CFR 200.310 through 2 CFR 200.316 and ARTICLE XVIII; or (f) records related requirements pursuant to ARTICLE IX. 44 Ill. Admin. Code 7000.440.

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EXHIBIT A**PROJECT DESCRIPTION**

Grantee must complete the Award Activities described on this **Exhibit A**, the Deliverables and Milestones listed on **Exhibit B** and the Performance Measures listed on **Exhibit D** within the term of this Agreement, as provided in Paragraph 2.1, herein.

AUTHORITY: The Grantor is authorized to make this Award pursuant to 20 ILCS 605/605-55 and/or 20 ILCS 605/605-30.

The purpose of this authority is as follows:

To make and enter into contracts, including grants, as authorized pursuant to appropriations by the General Assembly. and/or to use the State and federal programs, grants, and subsidies that are available to assist in the discharge of the provisions of the Civil Administrative Code of Illinois.

PROJECT DESCRIPTION:**Scope of Work**

Grant funds will be utilized for a portion of the costs, including any that are prior incurred, associated with the purchase of materials and implementation of upgrades to Grantee-owned Moody Park located at 525 South Ruby Lane in the City of Fairview Heights, Illinois.

The completion of this project will benefit the public by providing safe ADA compliant picnic shelters and tables and potentially increase the number of citizens using the facilities.

Project Work Plan

The Grantee shall administer the project as outlined in the Grantee's *Project Work Plan* approved by the Grantor. The *Project Work Plan* may be modified with Grantor approval throughout the Term of this Agreement. The *Project Work Plan*, once approved by Grantor, and any modifications thereto, are incorporated fully by reference into this Agreement.

EXHIBIT B**DELIVERABLES OR MILESTONES**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will provide a detailed task list of projected deliverables, which must be approved by Grantor. These tasks and associated due dates, and any subsequent revisions, shall be incorporated by reference into this Agreement. These tasks will be used to measure performance throughout the life of the Award and can be updated and reported on each PPR reporting due date.

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

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

FOR OFFICIAL GRANT NOTIFICATIONS**GRANTOR CONTACT**

Name: Kristin A. Richards
Title: Director
Address: 1011 S. 2nd St.
Springfield, IL 62704

GRANTEE CONTACT

Name: Mark Kupsky
Title: Mayor
Address: 10027 Bunkum Rd
Fairview Heights, IL 62208-1703

GRANTEE PAYMENT ADDRESS

(If different than the address above)

Address: N/A

FOR GRANT ADMINISTRATION**GRANTOR CONTACT**

Name: Christopher Rogers
Title: Grant Manager
Address: 1011 S. 2nd St.
Springfield, IL 62704
Phone: 217-555-1234
TTY#: (800) 785-6055
Email: christopher.rogers2@illinois.gov
Address:

GRANTEE CONTACT

Name: John Harty
Title: Director of Public Works
Address: 10027 Bunkum Rd
Fairview Heights, IL 62208-1703
Phone: 618-489-2020
TTY#: N/A
Email: harty@cofh.org
Address:

GRANTEE DESIGNEES

The following are designated as Authorized Designee(s) for the Grantee (See **PART TWO**, ARTICLE XXIII):

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

Authorized Designee: _____
Authorized Designee Title: _____
Authorized Designee Phone: _____
Authorized Designee Email: _____

Authorized Designee Signature: _____

Authorized Signatory Approval: _____

GRANTOR CONTACT FOR AUDIT OR CONSOLIDATED YEAR-END FINANCIAL REPORTS QUESTIONS—AUDIT UNIT

Email: CEO.GrantHelp@Illinois.gov

GRANTOR CONTACT FOR FINANCIAL CLOSEOUT AND REFUNDS—PROGRAM ACCOUNTANT

Name: Sam Huston
Email: samuel.huston@illinois.gov
Phone: 000-000-0000
Fax#: N/A

Address: IDCEO-ACCOUNTING OFFICE
1011 S 2ND ST
SPRINGFIELD IL 62704-3004

EXHIBIT D**PERFORMANCE MEASURES AND STANDARDS**

To be stated on the initial submitted Periodic Performance Report (PPR), as directed by the Report Deliverable Schedule, the Grantee will incorporate project specific performance measures within the corresponding section of the PPR. The project specific performance measures will encompass the following standardized performance measures listed below.

- Did the deliverables specified in the task list submitted pursuant to Exhibit B lead to the completion of the project described in Exhibit A?
- Given the total amount of Grant Funds available, does the percent currently drawn and expended directly correlate to the percent of the completion of the project to date?
- At the time of Award closeout, has the Grantee fulfilled the public purpose of the project stated in Exhibit A?

The Grantor reserves the right to deny any voucher request(s) at its discretion, based on lack of progress toward meeting completion goals. If the Grantee fails to meet any of the performance measures/goals, and if deemed appropriate at the discretion of the Grantor, the Grant Funds may be decreased by an amount proportionate to the size of the shortfall, and/or the Grantee may be responsible for the return of the Grant Funds in the amount specified by the Grantor. Grantor may initiate a grant modification(s) to de-obligate Grant Funds based on non-performance. The Grantee will submit grant modification requests as necessary in a timely manner, including a request to de-obligate Grant Funds in an amount that the Grantee determines will be unspent by the end of the Grant Agreement Term.

EXHIBIT E**SPECIFIC CONDITIONS**

Grantor may remove (or reduce) a Specific Condition included in this Exhibit by providing written notice to the Grantee, in accordance with established procedures for removing a Specific Condition.

There were no conditions resulting from the Internal Control Questionnaire (ICQ).

Programmatic Risk Assessment

- | | |
|--------------------------------|--|
| 1. PRA Section: | Financial Stability: |
| 1a. Conditions: | Requires more detailed and more frequent programmatic reporting; |
| 2. Reason Imposed: | Medium or High Risk increases likelihood of non-compliance. |
| 3. Action Needed to Remove: | Entity must demonstrate ability to comply with requirements. |
| 4. Timeframe: | Agency re-examines annually. |
| 5. Method for reconsideration: | Written Request. |

PART TWO – GRANTOR-SPECIFIC TERMS

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

**ARTICLE XXIII
AUTHORIZED SIGNATORY**

23.1. Authorized Signatory. In processing this Award and related documentation, Grantor will only accept materials signed by the Authorized Signatory or Designee of this Agreement, as designated or prescribed in the Grantee's signature block or on **Exhibit C**. If the Authorized Signatory chooses to assign a designee to sign or submit materials required by this Agreement to Grantor, the Authorized Signatory must either send written notice to Grantor indicating the name of the designee, or provide notice as set forth in **Exhibit C**. Without this notice, Grantor will reject any materials signed or submitted on the Grantee's behalf by anyone other than the Authorized Signatory. The Authorized Signatory must approve each Authorized Designee separately by signing as indicated on **Exhibit C** or on the appropriate form provided by Grantor. If an Authorized Designee(s) appears on **Exhibit C**, the Grantee should verify the information and indicate any changes as necessary. Signatures of both the Authorized Signatory and the Authorized Designee are required in order for the Authorized Designee to have signature authority under this Agreement.

**ARTICLE XXIV
ADDITIONAL AUDIT PROVISIONS**

24.1. Discretionary Audit. The Grantor may, at any time and in its sole discretion, require a program-specific audit, or other audit, SAS 115/AU-C265 letters (Auditor's Communication of Internal Control Related Matters) and SAS 114/AU-C260 letters (Auditor's Communication With Those Charged With Governance).

**ARTICLE XXV
ADDITIONAL MONITORING PROVISIONS**

25.1. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to ARTICLE IX, above, the Grantee is obligated to cooperate with the Grantor and other legal authorities in any audit or inquiry related to the Award. The Grantor or any other governmental authority conducting an audit or inquiry may require the Grantee to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those Grantee personnel who are necessary to support the Grantee's response to the audit or inquiry. This confidentiality requirement does not limit Grantee's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the Grantee, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the Grantee must promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the Grantee with the confidentiality requirement.

**ARTICLE XXVI
ADDITIONAL INTEREST PROVISIONS**

26.1. Interest Earned on Grant Funds. Interest earned on Grant Funds in an amount up to \$500 per year may be retained by the Grantee for administrative expenses unless otherwise provided in **PART THREE**. Any additional interest earned on Grant Funds above \$500 per year must be returned to the Grantor pursuant to Paragraphs 4.3 and 29.2 herein, or as otherwise instructed by the Grant Manager or as set forth in **PART THREE**. All interest earned must be expended prior to Grant Funds. Any unspent Grant Funds or earned interest unspent must be returned as Grant Funds to the Grantor as described in Paragraphs 4.3 and 29.2 herein. All interest earned on Grant Funds must be accounted for and reported to the Grantor as provided in ARTICLE X herein. If applicable, the Grantor will remit interest earned and returned by Grantee to the U.S. Department of Health and Human Services

Payment Management System through the process set forth at 2 CFR 200.305(b)(12), or as otherwise directed by the federal awarding agency. The provisions of this Paragraph are inapplicable to the extent any statute, rule or program requirement provides for different treatment of interest income. Any provision that deviates from this paragraph is set forth in **PART THREE**.

**ARTICLE XXVII
ADDITIONAL BUDGET PROVISIONS**

27.1. **Restrictions on Line Item Transfers.** Unless set forth otherwise in **PART THREE** herein, Budget line item transfers within the guidelines set forth in paragraph 6.2 herein, which would not ordinarily require approval from Grantor, but result in an increase of ten percent (10%) or more to any expenditure category of the current approved Budget, are considered changes in the project scope and require Prior Approval from Grantor pursuant to 44 Ill. Admin. Code 7000.370(b).

**ARTICLE XXVIII
ADDITIONAL REPRESENTATIONS AND WARRANTIES**

28.1. **Grantee Representations and Warranties.** In connection with the execution and delivery of this Agreement, the Grantee makes the following representations and warranties to Grantor:

(a) That it has no public or private interest, direct or indirect, and will not acquire, directly or indirectly any such interest which does or may conflict in any manner with the performance of the Grantee's services and obligations under this Agreement;

(b) That no member of any governing body or any officer, agent or employee of the State, has a personal financial or economic interest directly in this Agreement, or any compensation to be paid hereunder except as may be permitted by applicable statute, regulation or ordinance;

(c) That there is no action, suit or proceeding at law or in equity pending, nor to the best of Grantee's knowledge, threatened, against or affecting the Grantee, before any court or before any governmental or administrative agency, which will have a material adverse effect on the performance required by this Agreement;

(d) That to the best of the Grantee's knowledge and belief, the Grantee, its principals and key project personnel:

(i) Are not presently declared ineligible or voluntarily excluded from contracting with any federal or State department or agency;

(ii) Have not, within a three (3)-year period preceding this Agreement, been convicted of any felony; been convicted of 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; had a civil judgment rendered against them for commission of fraud; been found in violation of federal or state antitrust statutes; or been convicted of embezzlement, theft, larceny, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;

(iii) 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 subparagraph (ii) of this certification; and

(iv) Have not had, within a three (3)-year period preceding this Agreement, any judgment rendered in an administrative, civil or criminal matter against the Grantee, or any entity

associated with its principals or key personnel, related to a grant issued by any federal or state agency or a local government.

Any request for an exception to the provisions of this subparagraph (d) must be made in writing, listing the name of the individual, home address, type of conviction and date of conviction; and

(e) Grantee certifies that it is not currently operating under, or subject to, any cease and desist order, or subject to any informal or formal regulatory action, and, to the best of Grantee's knowledge, that it is not currently the subject of any investigation by any state or federal regulatory, law enforcement or legal authority. Should it become the subject of an investigation by any state or federal regulatory, law enforcement or legal authority, Grantee shall promptly notify Grantor of any such investigation. Grantee acknowledges that should it later be subject to a cease and desist order, Memorandum of Understanding, or found in violation pursuant to any regulatory action or any court action or proceeding before any administrative agency, that Grantor is authorized to declare Grantee out of compliance with this Agreement and suspend or terminate the Agreement pursuant to ARTICLE XIII herein and any applicable rules.

ARTICLE XXIX

ADDITIONAL TERMINATION, SUSPENSION, BILLING SCHEDULE AND NON-COMPLIANCE PROVISIONS

29.1. Remedies for Non-Compliance. If Grantor suspends or terminates this Agreement pursuant to ARTICLE XIII herein, Grantor may also elect any additional remedy allowed by law, including, but not limited to, one or more of the following remedies:

(a) Direct the Grantee to refund some or all of the Grant Funds disbursed to it under this Agreement; and

(b) Direct the Grantee to remit an amount equivalent to the "Net Salvage Value" of all equipment or materials purchased with Grant Funds provided under this Agreement. For purposes of this Agreement, "Net Salvage Value" is defined as the amount realized, or that the Parties agree is likely to be realized from, the sale of equipment or materials purchased with Grant Funds provided under this Agreement at its current fair market value, less selling expenses.

29.2. Grant Refunds. In accordance with the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.*, the Grantee must, within forty-five (45) days of the effective date of a termination of this Agreement, refund to Grantor, any balance of Grant Funds not spent or not obligated as of that date.

29.3. Grant Funds Recovery Procedures. In the event that Grantor seeks to recover from Grantee Grant Funds received pursuant to this Award that: (i) Grantee cannot demonstrate were properly spent, or (ii) have not been expended or legally obligated by the time of expiration or termination of this Award, the Parties agree to follow the procedures set forth in the Illinois Grant Funds Recovery Act, 30 ILCS 705/1 *et seq.* (GFRA), for the recovery of Grant Funds, including the informal and formal hearing requirements. All remedies available in Section 6 of the GFRA will apply to these proceedings. The Parties agree that Grantor's Administrative Hearing Rules (56 Ill. Admin. Code Part 2605) and/or any other applicable hearing rules shall govern these proceedings.

29.4. Grantee Responsibility. Grantee will be held responsible for the expenditure of all Grant Funds received through this Award, whether expended by Grantee or a subrecipient or contractor of Grantee. Grantor may seek any remedies against Grantee permitted pursuant to this Agreement and 2 CFR 200.339 for the action of a subrecipient or contractor of Grantee that is not in compliance with the applicable statutes, regulations or the terms and conditions of this Award.

29.5. Billing Schedule. In accordance with paragraph 4.8, herein Grantee must submit all payment requests to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART THREE** or Paragraph 2.3. Failure to submit such payment request timely will render the amounts billed an

unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee must timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension cannot be unreasonably withheld. The payment requirements of this Paragraph supersede those set forth in Paragraph 4.8.

**ARTICLE XXX
ADDITIONAL MODIFICATION PROVISIONS**

30.1. Modifications by Operation of Law. This Agreement is subject to such modifications as the Grantor determines, in its sole discretion, may be required by changes in federal or State law or regulations applicable to this Agreement. Grantor will initiate such modifications, and Grantee will be required to agree to the modification in writing as a condition of continuing the Award. Any such required modification will be incorporated into and become part of this Agreement as if fully set forth herein. The Grantor will timely notify the Grantee of any pending implementation of or proposed amendment to any laws or regulations of which it has notice.

30.2. Discretionary Modifications. If either the Grantor or the Grantee wishes to modify the terms of this Agreement other than as set forth in ARTICLES V and VI and Paragraphs 30.1 and 30.3, written notice of the proposed modification must be given to the other Party. Modifications will only take effect when agreed to in writing by both the Grantor and the Grantee. However, if the Grantor notifies the Grantee in writing of a proposed modification, and the Grantee fails to respond to that notification, in writing, within thirty (30) days, the Grantor may commence a process to suspend or terminate this Award. In making an objection to the proposed modification, the Grantee must specify the reasons for the objection and the Grantor will consider those objections when evaluating whether to follow through with the proposed modification. The Grantor's notice to the Grantee must contain the Grantee name, Agreement number, Amendment number and purpose of the revision. If the Grantee seeks any modification to the Agreement, the Grantee must submit a detailed narrative explaining why the Project cannot be completed in accordance with the terms of the Agreement and how the requested modification will ensure completion of the Grant Activities, Deliverables, Milestones and/or Performance Measures (Exhibits A, B and D).

30.3. Unilateral Modifications. The Parties agree that Grantor may, in its sole discretion, unilaterally modify this Agreement without prior approval of the Grantee when the modification is initiated by Grantor for the sole purpose of increasing the Grantee's funding allocation as additional funds become available for the Award during the program year covered by the Term of this Agreement.

30.4. Management Waiver. The Parties agree that the Grantor may issue a waiver of specific requirements of this Agreement after the term of the Agreement has expired. These waivers are limited to non-material changes to specific provisions that the Grantor determines are necessary to place the Grantee in administrative compliance with the requirements of this Agreement. A management waiver issued after the Term of the Agreement has expired will supersede the original requirements of this Agreement that would normally require a modification of this Agreement to be executed. The Grantor will make no modifications of this Agreement not agreed to prior to the expiration of the Agreement beyond what is specifically set forth in this Paragraph.

30.5. Term Extensions. The Grantee acknowledges that all Grant Funds must be expended or legally obligated, and all Grant Activities, Deliverables, Milestones and Performance Measures (Exhibits A, B and D) must be completed during the Term of the Agreement. Extensions of the Term will be granted only for good cause, subject to the Grantor's discretion. Pursuant to the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*), no Award may be extended in total beyond a two (2)-year period unless the Grant Funds are expended or legally obligated during that initial two-year period, or unless Grant Funds are disbursed for reimbursement of costs previously incurred by the Grantee. If Grantee requires an extension of the Award Term, Grantee should submit a written request to the Grant Manager at least sixty (60) days prior to the end of the Award Term or extended Award Term, as applicable, stating the reason for the extension. If Grantee provides reasonable extenuating circumstances, Grantee may request an extension of the Award Term with less than sixty (60) days remaining.

**ARTICLE XXXI
ADDITIONAL CONFLICT OF INTEREST PROVISIONS**

31.1. Bonus or Commission Prohibited. The Grantee shall not pay any bonus or commission for the purpose of obtaining the Grant Funds awarded under this Agreement.

**ARTICLE XXXII
ADDITIONAL EQUIPMENT OR PROPERTY PROVISIONS**

32.1. Equipment Management. The Grantee is responsible for replacing or repairing equipment and materials purchased with Grant Funds that are lost, stolen, damaged, or destroyed. Any loss, damage or theft of equipment and materials must be investigated and fully documented, and immediately reported to the Grantor and, where appropriate, the appropriate law enforcement authorities.

32.2. Purchase of Real Property. If permitted by the Award Budget and scope of activities provided in this Agreement, a Grantee may use the Grant Funds during the Award Term for the costs associated with the purchase of real property (as defined by 2 CFR 200.1) either through the use of reimbursement or advanced funds as permitted in Paragraph 2.3 of this Agreement for the following purposes and consistent with the Grantor's bondability guidelines and 2 CFR 200:

- (a) Cash payment of the entirety or a portion of the real property acquisition;
- (b) Cash Payment of a down payment for the acquisition;
- (c) Standard and commercially reasonable costs required to be paid at the acquisition closing (*i.e.*, closing costs); or
- (d) Payments to reduce the debt incurred by Grantee to purchase the real property.

32.3. Bonding Requirements. If Grant Funds through this Award are used for construction or facility improvement projects that exceed the Simplified Acquisition Threshold, the Grantee must comply with the minimum bonding requirements listed in 2 CFR 200.326(a) – (c). Grantor will not accept the Grantee's own bonding policy and requirements.

32.4. Lien Requirements. Grantor may direct Grantee in writing to record a lien or notice of State or federal interest on the property purchased or improved with Grant Funds. 2 CFR 200.316. If Grantor makes this direction and the Grantee does not comply, the Grantor may: (a) record the lien or notice of State or federal interest and reduce the amount of the Grant Funds by the cost of recording the lien or notice of State or federal interest, or (b) suspend this Award until Grantee complies with Grantor's direction.

**ARTICLE XXXIII
APPLICABLE STATUTES**

To the extent applicable, Grantor and Grantee shall comply with the following:

33.1. Land Trust Beneficial Interest Disclosure Act (765 ILCS 405/2.1). No Grant Funds will be paid to any trustee of a land trust, or any beneficiary or beneficiaries of a land trust, for any purpose relating to the land, which is the subject of such trust, any interest in such land, improvements to such land or use of such land unless an affidavit is first filed with the Grantor identifying each beneficiary of the land trust by name and address and defining such interest therein. This affidavit must be filed with the Illinois Office of the Comptroller as an attachment to this Agreement.

33.2. Historic Preservation Act (20 ILCS 3420/1 et seq.). The Grantee will not expend Grant Funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Department of Natural Resources, Historic Preservation Division. The Grantee must not expend Grant Funds under this Agreement for any project, activity, or program that can result in changes in the character or use of historic property, if any historic property is located in the area of potential effects without the approval of the Illinois Department of Natural Resources, Historic Preservation Division. 20 ILCS 3420/3(f).

33.3. Victims' Economic Security and Safety Act (820 ILCS 180 et seq.). If the Grantee has one (1) or more employees, it may not discharge or discriminate against an employee who is a victim of domestic or sexual violence, or who has a family or household member who is a victim of domestic or sexual violence, for taking up to the allowable amount of leave from work to address the domestic violence, pursuant to the Victims' Economic Security and Safety Act. 820 ILCS 180/20(a)(2). The Grantee is not required to provide paid leave under the Victims' Economic Security and Safety Act, but may not suspend group health plan benefits during the leave period. Any failure on behalf of the Grantee to comply with all applicable provisions of the Victims' Economic Security and Safety Act, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.4. Equal Pay Act of 2003 (820 ILCS 112 et seq.). If the Grantee has one (1) or more employees, it is prohibited by the Equal Pay Act of 2003 from: (a) discriminating between employees by paying unequal wages on the basis of sex for doing the same or substantially similar work; (b) discriminating between employees by paying wages to an African-American employee at a rate less than the rate at which the Grantee pays wages to another employee who is not African-American for the same or substantially similar work; (c) remedying violations of the Equal Pay Act of 2003 by reducing the wages of other employees or discriminating against any employee exercising their rights under the Equal Pay Act of 2003; and (d) screening job applicants based on their current or prior wages or salary histories, or requesting or requiring a wage or salary history from an individual as a condition of employment or consideration for employment. Any failure on behalf of the Grantee to comply with all applicable provisions of the Equal Pay Act of 2003, or applicable rules and regulations promulgated thereunder, may result in a determination that the Grantee is ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked, as provided by statute or regulation.

33.5. Steel Products Procurement Act (30 ILCS 565/1 et seq.). The Grantee, if applicable, hereby certifies that any steel products used or supplied in accordance with this Award for a public works project shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act (30 ILCS 565/1 et seq.).

33.6. Business Enterprise for Minorities, Women, and Persons with Disabilities Act and Illinois Human Rights Act (30 ILCS 575/0.01; 775 ILCS 5/2-105). The Grantee acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Women, and Persons with Disabilities Act, and the equal employment practices of Section 2-105 of the Illinois Human Rights Act for the provision of services which are directly related to the Award activities to be performed under this Agreement.

33.7. Identity Protection Act (5 ILCS 179/1 et seq.) and Personal Information Protection Act (815 ILCS 530/1 et seq.). The Grantor is committed to protecting the privacy of its vendors, grantees and beneficiaries of programs and services. At times, the Grantor will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payments for goods and services, including, but not limited to, Awards. The Grantor also collects confidential information for oversight and monitoring purposes.

Furnishing personal identity information, such as a social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the Grantor as a result of state or federal laws, rules and regulations.

To the extent the Grantee collects or maintains protected personal information as part of carrying out the Award activities, the Grantee must maintain the confidentiality of the protected personal information in accordance with applicable law and as set forth below.

(a) **Personal Information Defined.** As used herein, "Personal Information" shall have the definition set forth in the Personal Information Protection Act, 815 ILCS 530/5 ("PIPA").

(b) **Protection of Personal Information.** The Grantee must use at least reasonable care to protect the confidentiality of Personal Information that is collected or maintained as part of the Award activities and (i) not use any Personal Information for any purpose outside the scope of the Award activities and (ii) except as otherwise authorized by the Grantor in writing, limit access to Personal Information to those of its employees, contractors, and agents who need such access for purposes consistent with the Award Activities. If Grantee provides any contractor or agent with access to Personal Information, it must require the contractor or agent to comply with the provisions of this Paragraph.

(c) **Security Assurances.** Grantee represents and warrants that it has established and will maintain safeguards against the loss and unauthorized access, acquisition, destruction, use, modification, or disclosure of Personal Information and shall otherwise maintain the integrity of Personal Information in its possession in accordance with any federal or state law privacy requirements, including PIPA. These safeguards must be reasonably designed to (i) ensure the security and confidentiality of the Personal Information, (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information, and (iii) protect against unauthorized access to or use of Personal Information. Additionally, Grantee will have in place policies, which provide for the secure disposal of documents and information which contain Personal Information, including but not limited to shredding documents and establishing internal controls over the authorized access to such information. 815 ILCS 530/40.

(d) **Breach Response.** In the event of any unauthorized access to, unauthorized disclosure of, loss of, damage to or inability to account for any Personal Information (a "Breach"), Grantee agrees that it will promptly, at its own expense: (i) report such Breach to the Grantor by telephone with immediate written confirmation sent by e-mail, describing in detail any accessed materials and identifying any individual(s) who may have been involved in such Breach; (ii) take all actions necessary or reasonably requested by the Grantor to stop, limit or minimize the Breach; (iii) restore and/or retrieve, as applicable, and return all Personal Information that was lost, damaged, accessed, copied or removed; (iv) cooperate in all reasonable respects to minimize the damage resulting from such Breach; (v) provide any notice to Illinois residents as required by 815 ILCS 530/10, 815 ILCS 530/12 or applicable federal law, in consultation with the Grantor; and (vi) cooperate in the preparation of any report related to the Breach that the Grantor may need to present to any governmental body.

(e) **Injunctive Relief.** Grantee acknowledges that, in the event of a breach of this Paragraph, Grantor will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy which the Grantor may possess pursuant to applicable law, the Grantor retains the right to seek and obtain injunctive relief against any such breach in any Illinois court of competent jurisdiction.

(f) **Compelled Access or Disclosure.** The Grantee may disclose Personal Information if it is compelled by law, regulation, or legal process to do so, provided the Grantee gives the Grantor at least ten (10) days' prior notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance if the Grantor wishes to contest the access or disclosure.

**ARTICLE XXXIV
ADDITIONAL MISCELLANEOUS PROVISIONS**

34.1. Workers' Compensation Insurance, Social Security, Retirement and Health Insurance Benefits, and Taxes. The Grantee must provide Workers' Compensation insurance where the same is required and accepts full responsibility for the payment of unemployment insurance, premiums for Workers' Compensation, Social Security and retirement and health insurance benefits, as well as all income tax deduction and any other taxes or payroll deductions required by law for its employees who are performing services specified by this Agreement.

34.2. Required Notice. Grantee agrees to give prompt notice to the Grantor of any event that may materially affect the performance required under this Agreement. Any notice or final decision by Grantor relating to (a) a Termination or Suspension (ARTICLE XIII), (b) Modifications, Management Waivers or Term Extensions (ARTICLE XXX) or (c) Assignments (Paragraph 22.2) must be executed by the Director of the Grantor or her or his authorized designee.

**ARTICLE XXXV
ADDITIONAL REQUIRED CERTIFICATIONS**

The Grantee makes the following certifications as a condition of this Agreement. These certifications are required by State statute and are in addition to any certifications required by any federal funding source as set forth in this Agreement. Grantee's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

35.1. Sexual Harassment. The Grantee certifies that it has written sexual harassment policies that must include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Grantee's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by Sections 6-101 and 6-101.5 of the Illinois Human Rights Act. 775 ILCS 5/2-105(A)(4). A copy of the policies must be provided to the Grantor upon request.

35.2. Federal, State and Local Laws; Tax Liabilities; State Agency Delinquencies. The Grantee is required to comply with all federal, state and local laws, including but not limited to the filing of any and all applicable tax returns. If Grantee is delinquent in filing and/or paying any federal, state and/or local taxes, the Grantor will disburse Grant Funds only if the Grantee enters into an installment payment agreement with the applicable tax authority and remains in good standing with that authority. Grantee is required to tender a copy of all relevant installment payment agreements to the Grantor. In no event may Grantee utilize Grant Funds to discharge outstanding tax liabilities or other debts owed to any governmental unit. **The execution of this Agreement by the Grantee is its certification that: (i) it is current as to the filing and payment of any federal, state and/or local taxes applicable to Grantee; and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or local unit of government.**

35.3. Lien Waivers. If applicable, the Grantee must monitor construction to assure that necessary contractors' affidavits and waivers of mechanics liens are obtained prior to release of Grant Funds to contractors and subcontractors.

35.4. Grant for the Construction of Fixed Works. Grantee certifies that all Projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement will be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the

construction of the Projects, Grantee must comply with the requirements of the Prevailing Wage Act including, but not limited to: (a) paying the prevailing rate of wages required by the Illinois Department of Labor, or a court on review, to all laborers, workers and mechanics performing work with Grant Funds provided through this Agreement, (b) inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Project must be paid to all laborers, workers, and mechanics performing work under this Award; and (c) requiring all bonds of contractors to include a provision as will guarantee the faithful performance of the prevailing wage clause as provided by contract.

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PART THREE – PROJECT-SPECIFIC TERMS

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

**ARTICLE XXXVI
REPORT DELIVERABLE SCHEDULE**

36.1. External Audit Reports. External Audit Reports may be required. Refer to ARTICLE XII of this Agreement to determine whether you are required to submit an External Audit Report and the applicable due date.

36.2. Annual Financial Reports. Annual Financial Reports may be required. Refer to Paragraph 12.2 of this Agreement to determine whether you are required to submit Annual Financial Reports.

36.3. Required Periodic Reports. Below is the required periodic reporting schedule for this Award.

March 2026

- Quarterly Periodic Financial Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2026) - Covering Period of 12/01/2025 - 02/28/2026; Send To: Grant Manager

June 2026

- Quarterly Periodic Financial Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2026) - Covering Period of 03/01/2026 - 05/31/2026; Send To: Grant Manager

September 2026

- Quarterly Periodic Financial Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2026) - Covering Period of 06/01/2026 - 08/31/2026; Send To: Grant Manager

December 2026

- Quarterly Periodic Financial Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2026) - Covering Period of 09/01/2026 - 11/30/2026; Send To: Grant Manager

March 2027

- Quarterly Periodic Financial Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (03/30/2027) - Covering Period of 12/01/2026 - 02/28/2027; Send To: Grant Manager

June 2027

- Quarterly Periodic Financial Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (06/30/2027) - Covering Period of 03/01/2027 - 05/31/2027; Send To: Grant Manager

September 2027

- Quarterly Periodic Financial Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (09/30/2027) - Covering Period of 06/01/2027 - 08/31/2027; Send To: Grant Manager

December 2027

- Quarterly Periodic Financial Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager
- Quarterly Periodic Performance Report (12/30/2027) - Covering Period of 09/01/2027 - 11/30/2027; Send To: Grant Manager

January 2028

- End of grant Closeout Financial Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager
- End of grant Closeout Performance Report (01/14/2028) - Covering Period of 12/01/2025 - 11/30/2027; Send To: Grant Manager

36.4. Changes to Reporting Schedule. Changes to the schedules for periodic reporting, the external audit reports and the annual financial reports do not require a formal modification to this Agreement pursuant to Paragraph 22.4 and ARTICLE XXX, and may be changed unilaterally by the Grantor if necessitated by a change in the project schedule or at the discretion of the Grantor. The Grantee may not modify the reporting deliverable schedules in ARTICLES X, XI, XII and XXXVI unilaterally, and must obtain prior written approval from Grantor or the Grant Accountability and Transparency Unit of the Governor's Office of Management and Budget, if applicable, to change any reporting deadlines.

**ARTICLE XXXVII
GRANT-SPECIFIC TERMS/CONDITIONS**

37.1. Funding. If this Award is bond-funded, all expenditures shall be in accordance with all applicable bondability guidelines.

37.2. Use of Real Property. Grantee shall use any real property acquired, constructed or improved with Grant Funds pursuant to this Agreement to provide the programs and services specified herein for at least the Award Term stated in Paragraph 2.1. Grantee shall comply with the real property use and disposition requirements set forth in 2 CFR 200.311.

37.3. Projects Requiring External Sign-offs.

- (1) Pursuant to applicable statute(s), this Award requires sign-off by the following State agency(ies). **The status of the sign-off is indicated as of the date the Award is sent to the Grantee for execution:**

AGENCY		SIGN-OFF RECEIVED	SIGN-OFF OUTSTANDING
_____	Illinois State Historic Preservation Office	_____	_____
_____	Illinois Dept. of Agriculture	_____	_____
X	Illinois Dept. of Natural Resources	X	_____
_____	Illinois Environmental Protection Agency	_____	_____
_____	NONE APPLICABLE	_____	_____

While **any** external sign-off is outstanding, the provisions of Item (3), immediately below apply with respect to the disbursement of funds under this Award.

NOTE: The fact that a sign-off has been received in no way relieves the Grantee of its obligation to comply with any conditions or requirements conveyed by the applicable agency(ies) in conjunction with the issuance of the sign-off for the project funded under this Agreement.

- (2) For projects subject to review by the Illinois Environmental Protection Agency (IEPA), the Grantee must, prior to construction, obtain a construction permit or "authorization to construct" from the IEPA pursuant to the provisions of the Environmental Protection Act, 415 ILCS 5/1 *et seq.*

(3) External Sign-Off Provisions:

- a.) The Project described in Exhibit A and funded under this Agreement is subject to review by the external agency(ies) indicated in Item (1) immediately above. Grantee must comply with requirements established by said agency(ies) relative to their respective reviews. **Any requirements communicated to the Grantor shall be incorporated into this Agreement as follows: as an attachment to this Agreement (immediately following PART THREE) at the time of the Agreement execution.** The Grantee is contractually obligated to comply with such requirements.
- b.) Grantee is responsible for coordinating directly with the applicable external agency(ies) relative to said reviews. Except as specifically provided below, the Grantor's obligation to disburse funds under this Agreement is contingent upon notification by the applicable agency(ies) that all requirements applicable to the project described in this Agreement have been satisfied. Upon receipt of said notification, disbursement of the Grant Funds shall be authorized in accordance with the provisions of Paragraph 2.3 herein.
- c.) Prior to notification of compliance by the applicable external agency(ies), the Grantee may request disbursement of funds **only** for the following purposes: administrative, contractual, legal, engineering, or architectural costs incurred which are necessary to allow for compliance by the Grantee of requirements established by the external agency(ies). **FUNDS WILL NOT BE DISBURSED FOR LAND ACQUISITION OR ANY TYPE OF CONSTRUCTION OR OTHER ACTIVITY**

WHICH PHYSICALLY IMPACTS THE PROJECT SITE PRIOR TO RECEIPT BY THE GRANTOR OF THE REQUIRED NOTIFICATION FROM ALL APPLICABLE AGENCIES.

- d.) If external sign-offs are indicated in this paragraph 37.3, disbursement of Grant Funds (whether advance or scheduled) are subject to the restrictions set forth by the External Sign-Off Provisions of this paragraph 37.3. Upon receipt of all required sign-offs, the Grantor's Accounting Division will be notified of authorization to disburse Grant Funds in accordance with the disbursement method indicated herein.

37.4. Prevailing Wage Act Compliance. The work to be performed under this Agreement is subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*). Grantee shall comply with all requirements of the Prevailing Wage Act, including but not limited to: (a) inserting into all contracts for construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the project shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract and (b) all required reporting and documentation.

37.5. Compliance with Illinois Works Jobs Program Act. Grantee must comply with requirements in the Illinois Works Jobs Program Act (30 ILCS 559/Art. 20). For Awards with an estimated total project cost of \$500,000 or more, the Grantee will be required to comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules (*see* 14 Ill. Admin. Code Part 680). The "estimated total project cost" is a good faith approximation of the costs of an entire project being paid for in whole or in part by appropriated capital funds to construct a public work. Grantee must submit a Budget Supplement Form (available on the Grantor's website) to the Grantor within ninety (90) days of the execution of this Award. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Of this goal, at least half of those apprenticeship hours shall be performed by graduates of the Illinois Works Pre-apprenticeship Program, the Illinois Climate Works Pre-apprenticeship Program, or the Highway Construction Careers Training Program. Grantee is permitted to seek from the Grantor a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). The Grantee must ensure compliance for the life of the entire project, including during the term of the Award and after the Term ends, if applicable, and will be required to report on and certify its compliance.

37.6. Compliance with Business Enterprise Program. If applicable to this Grant, Grantee acknowledges that it is required to comply with the Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act ("BEP") (30 ILCS 575/0.01 *et seq.*), which establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. Grantee shall maintain compliance with the BEP Utilization Plan submitted in conjunction with the Agreement and shall comply with all reporting requirements.

37.7. Compliance with the Employment of Illinois Workers on Public Works Act: In a period of excessive unemployment rates, Grantees (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled or unskilled, whether manual or non-manual. A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures. Any public works project financed in whole or in part by federal funds

administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. (30 ILCS 570). Grantee may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the agency within the first quarter of the Contract Term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of the contractor; and (d) be approved by the agency.

37.8. Interest on Grant Funds for this Award. Because this Award may be subject to the Grantor's bondability guidelines, Grantee must comply with the interest requirements contained in Paragraph 4.7 and is not permitted to retain interest earned on Grant Funds, as stated in Paragraph 26.1, unless specifically notified by Grantor that Grantee may do so.

**ARTICLE XXXVIII
BOND FUNDED GENERAL GRANT PROVISIONS**

38.1. Bond Funded General Grant Provisions. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

PROPOSED RESOLUTION NO. 12-'26

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FARNSWORTH GROUP FOR RE-DESIGN SERVICES RELATED TO SHPO ARCHAEOLOGICAL FINDINGS IMPACTING THE PLEASANT RIDGE PARK RENOVATION PROJECT IN THE AMOUNT OF \$30,000

WHEREAS, the City of Fairview Heights is in need of re-design services related to archaeological findings identified by the State Historic Preservation Office (SHPO) that impact the Pleasant Ridge Park Renovation Project; and

WHEREAS, Farnsworth Group, located at 300 East Main Street, Belleville, Illinois 62220, has been selected to provide the necessary architectural and engineering design services related to said re-design work.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS, ILLINOIS:

That the Mayor be, and is hereby, authorized to enter into and execute an Agreement with Farnsworth Group, 300 East Main Street, Belleville, Illinois 62220, for architectural and engineering design services related to the re-design required due to SHPO archaeological findings impacting the Pleasant Ridge Park Renovation Project, in an amount not to exceed \$30,000.

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED

APPROVED:

MARK T. KUPSKY, MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN KAUFHOLD, CITY CLERK

SPONSORED BY: Community Committee



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
 REC Complex Expansion and Pleasant
 Ridge Park Renovation
 9950 Bunkum Rd.
 Fairview, IL 62208

AGREEMENT INFORMATION:
 Date:
 12-18-2024

AMENDMENT INFORMATION:
 Amendment Number:
 04
 Date:
 01-23-2026

OWNER: *(name and address)*
 City of Fairview Heights
 10025 Bunkum Road
 Fairview Heights, IL 62208

ARCHITECT: *(name and address)*
 Farnsworth Group Inc.
 300 E. Main Street, Suite 101
 Belleville, IL 62220

The Owner and Architect amend the Agreement as follows:

Additional scope consisting of re-design services for the purpose of reacting to SHPO archeological findings that impact the current Pleasant Ridge Park Renovation project in collaboration with Holland Construction Services.

Per the attached emails and the 'FVH SHPO Phase 1 Survey Discussion' meeting occurring on 1/21/2026, the scope of work includes:

- Additional coordination with SHPO/SWPPP permitting bodies to request a partial LOD site boundary approval approach, meet with and discuss preliminary design options to avoid archeological findings, press for a 20' buffer, and advocate for the demolition of existing structures on site. Obtain cursory approval of preliminary design option for re-design.
- Produce preliminary and final phased LOD site boundaries for the east and west portions of Pleasant Ridge Park in preparation for a Phase 1 SHPO/SWPPP submission. Draft and finalize west portion of Pleasant Ridge Park SHPO/SWPPP application(s) and submit for partial approval.
- Additional meetings and collaboration with Owner and HCS to review, respond, and re-design the east portion of Pleasant Ridge Park. One (1) on-site meeting with the Owner to discuss re-design goals and limitations. Produce two (2) preliminary design options for review by Owner and HCS. Based upon discussion of preliminary design options with permitting bodies, finalize selection of design option with Owner approval.
- Update construction documents based upon the selected option and complete the re-design of the east portion of Pleasant Ridge Park. Produce a final phased LOD site boundary for the east portion of Pleasant Ridge Park in preparation for a Phase 2 SHPO/SWPPP submission. Draft and finalize east portion of Pleasant Ridge Park SHPO/SWPPP application(s) and submit for full approval. Additional coordination with HCS to distribute re-design via Change Order or other agreed upon project modification method.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Project Management \$ 4,250.00
 LOD/Park Redesign \$27,750.00

Total Fee \$30,000.00

Schedule Adjustment:

Approximate Schedule Impacts

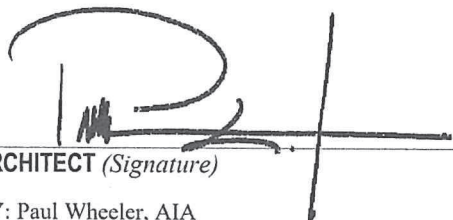
- LOD Coordination and Boundry Update (1-2 days)
- One (1) On-site Design Meeting
- Develop two (2) Preliminary Design Options (2-3 days)
- Owner/HCS Review (2-3 days)

*Final SHPO report is expected mid-late February

- One (1) On-site SHPO Meeting
- Select Option and Complete Redesign (2 weeks)

Total schedule adjustment is 3-5 weeks

*schedule dependent upon release of final SHPO report



ARCHITECT *(Signature)*

BY: Paul Wheeler, AIA

(Printed name, title, and license number if required)

23 January, 2026

Date

OWNER *(Signature)*

(Printed name and title)

Date

McKissack, Patricia

From: McKissack, Patricia
Sent: Wednesday, January 21, 2026 11:02 AM
To: Angie Beaston; Mark Kupsky; Clayton Herring
Cc: East, Jeff; Heck, Jacob; Babin, Riley; Bruner, Nicholas
Subject: FW: 02401631.001 - FVH Pleasant Ridge Park - Phase 1 Impact & Options.pdf

Hi All,

Thank you for taking the time to discuss our options moving forward regarding the SHPO survey results. Please see below confirming our next steps and let me know if I've missed anything.

1. Farnsworth Group will proceed with developing re-design(s) for the event pavilion site to avoid the affected area. I will follow up with an add service request for your review and approval.
2. We will meet with Angie and possibly Mark on site to firm up what design options we should work on, draft two options following that meeting, and vet them with Holland to confirm their viability.
3. In parallel, we will schedule a meeting with the SHPO rep-Jeff and Larry on site to discuss our options, press for the 20' buffer for this project, and advocate for the demolition of existing structures.
4. Lastly, we will select and option to formally proceed with, update the drawings, coordinate with Holland and the construction schedule, and issue the selected revision.

Approximate Schedule:

- Meet onsite sometime next week (@Angie, we have availability Monday or Tuesday)
- Develop preliminary options (2-3 days)
- Send options to Holland for review and feedback
- Final SHPO report is expected mid-late February
- Meet onsite following the release of the report
- Select option and complete re-design (2 weeks)

We understand the groundbreaking is to take place mid-March, so in theory this schedule could work out. @Clayton, if there are other schedule constraints we should be worried about, please let us know.

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner
o / 314.962.7900 d / 217.531.1262

FARNSWORTH GROUP

20 Allen Avenue, Suite 200 / St. Louis, MO 63119

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From: McKissack, Patricia
Sent: Thursday, January 15, 2026 4:56 PM
To: Angie Beaston beaston@cofh.org; Mark Kupsky mark.kupsky@cofh.org

Cc: Buesking, Doug dbuesking@f-w.com; Hodde, Justin jhodde@F-W.com; Bruner, Nicholas nbruner@F-W.com
Subject: 02401631.001 - FVH Pleasant Ridge Park - Phase 1 Impact & Options.pdf

Hi Angie,

Thanks for taking my call to discuss the Phase 1 Survey preliminary results at Pleasant Ridge Park. Our consultant, CRA, found an archaeological site with both precontact and historic components in this area and have provided us with preliminary findings for our review. The final report is expected to be complete by the end of February. As I mentioned, it's not great news but we have worked internally to come up with some options for your consideration. Please review and let me know what questions you have. We can set up a call with Holland to discuss pros and cons as well.

Options 1 and 2:

We avoid any work within the site boundary / buffer zone(s) and it is anticipated SHPO would not require any additional surveys to be done. We have overlayed their findings on top of our drawings for comparison (see attached). We have provided two contrasting options for your consideration in the attached.

- a. One maximizes savings but eliminates desired functions
- b. The other maintains most of the existing design functions but would require rework to get the drawings updated.

Option 3:

Move forward with the current design and conduct a Phase 2 to assess the parts of the archaeological site that will be impacted by ground disturbance. The Phase 2 would consist of hand excavation and removal of the plow zone/topsoil with a backhoe to look for features. It could range anywhere from \$10,000 to \$30,000 (ballpark estimate) depending on how many features are found and how much of the area needs to be surveyed (determined by how much of the area we would plan to impact). With this, Phase 3 mitigation work could easily double the costs and would be dependent on if the site or parts of the site where things are found can be avoided.

Not what you were hoping to hear, I know, but we'll plan to help however we can to make the project a success despite this.

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner
o / 314.962.7900 d / 217.531.1262

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McKissack, Patricia

From: Angie Beaston <beaston@cofh.org>
Sent: Thursday, January 22, 2026 12:03 PM
To: McKissack, Patricia; Clayton Herring
Cc: Babin, Riley; Buesking, Doug; Greg Goette; Hodde, Justin; East, Jeff; Heck, Jacob
Subject: RE: FVH Pickleball SWPPP

I think this makes sense to me, that way we are not slowing down the entire project.

From: McKissack, Patricia <pMcKissack@F-W.com>
Sent: Thursday, January 22, 2026 11:57 AM
To: Clayton Herring <cherring@hollandcs.com>; Angie Beaston <beaston@cofh.org>
Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>; Hodde, Justin <jhodde@F-W.com>; East, Jeff <jeast@F-W.com>; Heck, Jacob <jheck@F-W.com>
Subject: RE: FVH Pickleball SWPPP

Notice: This email was sent from an outside address.

Hi Clayton,

Just to confirm, we should split the LOD with the intent of trying for a partial approval to help things along at the park, correct? If so, @Angie, I just want to make sure you are in agreement before we proceed further. If you need a moment to confirm with Mark, that's fine just let us know. This is maybe a day or so of our time to complete.

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner

o / 314.962.7900 d / 217.531.1262

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From: Clayton Herring <cherring@hollandcs.com>
Sent: Thursday, January 22, 2026 10:26 AM
To: McKissack, Patricia <pMcKissack@F-W.com>; Angie Beaston <beaston@cofh.org>
Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>; Hodde, Justin <jhodde@F-W.com>; East, Jeff <jeast@F-W.com>; Heck, Jacob <jheck@F-W.com>
Subject: RE: FVH Pickleball SWPPP

Patricia,

"IF" this this not completed/figured out at time of work commencing it is not the end of the world. If we cannot begin demo/site work at all locations at the park there is likely a small mobilization fee from the site contactor.

We can address mobilization costs via contingency if/when they occur.

Thanks
Clayton

From: McKissack, Patricia <pMcKissack@F-W.com>

Sent: Thursday, January 22, 2026 9:49 AM

To: Clayton Herring <cherring@hollandcs.com>; Angie Beaston <beaston@cofh.org>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>; Hodde, Justin <jhodde@F-W.com>; jeast <jeast@F-W.com>; jheck <jheck@F-W.com>

Subject: RE: FVH Pickleball SWPPP

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Clayton,

Great, thank you! We will get him listed and move forward with the REC SWPPP submission.

As for the park side, as currently designed, if we submit without an approval from SHPO we will not be approved for the SWPPP at that site. My understanding is that we would need to essentially "split" the LOD and exclude the affected area if we want to push the rest of the park through while redesign is underway. We would then either submit the redesigned area as a modification to the existing application or as a separate submission all together. We would need to be absolutely sure that no construction would take place in the removed area for this to work. I recall some hesitation on the call as it relates to mobilizations but if you feel this route is the best option, it will take us a day or so to update the drawings to omit those areas.

However, before we make any decisions, let us reach out and confirm this approach would be acceptable. In the meantime, please discuss with your team about the mobilization concerns.

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner

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From: Clayton Herring <cherring@hollandcs.com>

Sent: Thursday, January 22, 2026 8:50 AM

To: McKissack, Patricia <pMcKissack@F-W.com>; Angie Beaston <beaston@cofh.org>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>;

Hodde, Justin <jhodde@F-W.com>

Subject: RE: FVH Pickleball SWPPP

Patricia,

Please use the following contact

Shawn Garland
Eco Constructors

He will be handling the SWPPP Inspections/reports.

Let me know if you need any further information on him in order to complete your submission.

Based on yesterday's discussion someone on your team made it sound like we can go ahead and submit for both sites regardless of the potential redesign at the Park.

Please advise if you will be moving forward with only submitting the REC as this will impact our contract/agreement we are getting in place with ECO Constructors.

Thanks
Clayton

Clayton Herring | Sr. Project Manager

Cell: 618.980.6020

cherring@hollandcs.com



4495 N. Illinois St.
Swansea, IL 62226

1000 Macklind Ave.
St. Louis, MO 63110

hollandcs.com



Follow us on social media

From: McKissack, Patricia <pMcKissack@F-W.com>

Sent: Tuesday, January 20, 2026 10:08 AM

To: Clayton Herring <cherring@hollandcs.com>; Angie Beaston <beaston@cofh.org>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>;

Hodde, Justin <jhodde@F-W.com>

Subject: RE: FVH Pickleball SWPPP

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Unfortunately, it does not sound like we can submit for the Park site until we have clearance from SHPO. We can submit for the REC site as soon as we have identified the Eco Constructors rep/HCS Superintendent, but if you would prefer to submit both the REC and the Park together, we will need to wait until SHPO signs off.

It's my understanding that from a permitting standpoint, we are submitting for separate permits regardless. We have already received SHPO's approval for the REC and after we submit the SWPPP, there will be a 30 day turn around for processing and approval. We can try to push through without a specific name identified, but its in our best interest to provide as much information as possible.

Given the current timeline, I might recommend we proceed with the REC SWPPP unless you see a reason to hold off. If not, then we just need to confirm who to include for the inspector, be it a specific person or not. Just understand that there is a risk that we could get flagged. Let us know.

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner
o / 314.962.7900 d / 217.531.1262

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From: Clayton Herring <cherring@hollandcs.com>

Sent: Tuesday, January 20, 2026 9:19 AM

To: McKissack, Patricia <pMcKissack@F-W.com>; Angie Beaston <beaston@cofh.org>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>; Hodde, Justin <jhodde@F-W.com>

Subject: RE: FVH Pickleball SWPPP

Apologies for missing the first email.

You can List Eco Constructors or HCS Superintendent for this portion. We have not yet determined how we plan to monitor/maintain the SWPPP requirements at this time.

Will you be submitting for both sites? It would be preferred to submit for both and assume as drawn we will proceed with the Park until we have official changed the plans.

Thanks
Clayton

From: McKissack, Patricia <pMcKissack@F-W.com>

Sent: Monday, January 19, 2026 12:04 PM

To: Angie Beaston <beaston@cofh.org>; Clayton Herring <cherring@hollandcs.com>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>; Hodde, Justin <jhodde@F-W.com>

Subject: RE: FVH Pickleball SWPPP

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Clayton,

Just following up on the FVH REC Complex Pickleball Expansion SWPPP. We still need the inspector information you intend to use and once we have that, we can proceed with submitting for this portion of the project. We could also wait until Pleasant Ridge Park is worked out but, this could hold things up if you plan to start construction for just the pickleball site. Please let us know!

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner
o / 314.962.7900 d / 217.531.1262

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From: McKissack, Patricia <pMcKissack@F-W.com>

Sent: Wednesday, December 3, 2025 9:13 AM

To: Angie Beaston <beaston@cofh.org>; Clayton Herring <cherring@hollandcs.com>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>

Subject: RE: FVH Pickleball SWPPP

Hi Clayton,

I only just realized that I failed to include your email on the original request! Sorry about that.

We have the updated owner information for the Pickleball SWPPP, but we are still needing the inspector information. Typically, this will be someone on the contractor's side.

Once we have that, should we proceed with submitting? Let us know!

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner
o / 314.962.7900 d / 217.531.1262

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From: Angie Beaston <beaston@cofh.org>

Sent: Monday, December 1, 2025 6:26 AM

To: McKissack, Patricia <pMcKissack@F-W.com>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>
Subject: RE: FVH Pickleball SWPPP

Owner – City of Fairview Heights, 10025 Bunkum Road

From: McKissack, Patricia <pMcKissack@F-W.com>

Sent: Wednesday, November 26, 2025 9:41 AM

To: Angie Beaston <beaston@cofh.org>

Cc: Babin, Riley <rbabin@f-w.com>; Buesking, Doug <dbuesking@f-w.com>; Greg Goette <ggoette@hollandcs.com>

Subject: FVH Pickleball SWPPP

Notice: This email was sent from an outside address.

Hi Angie and Clayton,

We have the SWPPP for the Pickleball Courts finished and ready for review. Upon approval, we can move forward with submitting the NOI (notice of intent) for the permit. We can also hold off until the park is also ready to be submitted. A couple questions we will need answered/confirmed for submitting the NOI:

- Owner (Company) Information:
 - o Fairview Heights Parks and Recreation
 - o Mailing Address
 - 9950 Bunkum Rd. Fairview Heights, IL 62208
 - o Point of Contact (Name, title, phone number, and email)
 - Angela Beaston, Director, (618) 489-2040, beaston@cofh.org
- Operator (Contractor) Information:
 - o Holland Construction Services
 - o Mailing Address
 - 4495 N Illinois St, Swansea, IL 62226
 - o Point of Contact (Name, title, phone number, and email)
 - Clayton Herring, Project Manager, (618) 277-8870, cherring@hollandcs.com
- Project Inspector (Person doing the SWPPP Inspections)
 - o Name, title, phone number, and email
 - ?

The point of contact for the owner/company is typically the person we have sign off on the NOI. You will need to create an account and certify the NOI electronically prior to submittal. We will walk you through this process when it is time.

There is also a \$250.00 fee associated with the NOI that we can pay and expense or you can pay directly. For the Geotech, I believe you went direct.

 [Parks and Rec Pickleball Courts SWPPP 20251117.pdf](#)

Let me know if you have any questions and how you would like us to proceed.

Thank you for your time,

Patricia McKissack, AIA, NCARB, AICP / Project Architect + Planner

o / 314.962.7900 d / 217.531.1262

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PROPOSED RESOLUTION NO. 13-‘26

A RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CONFLUENCE TO PROVIDE PROFESSIONAL DESIGN SERVICES RELATED TO THE LINCOLN TRAIL GREAT STREETS INITIATIVE.

WHEREAS, it has been determined necessary to obtain professional design services for the preparation of construction documents for improvements to the Lincoln Trail Corridor, herein described as the Lincoln Trail Great Streets Initiative Capital Improvement Project, and

WHEREAS, it has been determined necessary to obtain professional design services for the design of certain fixtures to be installed within the Lincoln Trail Corridor, and

WHEREAS, it is the City's intent to fund the Lincoln Trail Great Streets Initiative Capital Improvement Project with TIF # 3 Funds, and

WHEREAS, Confluence, 307 N Michigan Ave, Suite 601 Chicago, IL 60601 has served the City in the past and has been selected now to perform said professional design services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRVIEW HEIGHTS:

That the City of Fairview Heights does hereby authorize the Mayor to enter into a Professional Services Agreement with Confluence, 307 N Michigan Ave, Suite 601 Chicago, IL 60601, to provide professional design services for preparation of architectural services documents for the Lincoln Trail Great Streets Initiative Capital Improvement Project for a cost plus fixed fee amount of approximately TWENTY

SEVEN THOUSAND DOLLARS AND NO CENTS (\$27,000.00) and a reimbursable expense not to exceed ONE THOUSAND DOLLARS AND NO CENTS (\$1,500.00) per Confluence's Professional Services Agreement, attached hereto, made a part hereof, and marked "EXHIBIT A."

This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED:

APPROVED:

MARK T. KUPSKY - MAYOR
CITY OF FAIRVIEW HEIGHTS

ATTEST:

KAREN J. KAUFHOLD - CITY CLERK

December 23, 2025

Dallas Alley, Director
Land Use & Economic Development
City of Fairview Heights
10025 Bunkum Road
Fairview Heights, IL 62208
alley@cofh.org

**RE: Lincoln Trail Streetscape Conceptual Plan – Fairview Heights, IL
Professional Services Agreement**

Dallas:

We are pleased to submit this professional services agreement for Landscape Architectural Services as provided herein between The City of Fairview Heights (*Client*) and Confluence (*Landscape Architect*). Please return one copy of the executed agreement to Confluence. We are looking forward to working on your project!

Project

Confluence proposes to provide professional landscape architectural services to prepare a corridor-wide streetscape concept that defines the palette and design intent for all streetscape components along the Lincoln Trail Corridor. The plan will be flexible enough to be implemented incrementally, while maintaining a consistent identity throughout the corridor.

Article 1: Landscape Architectural Services

- 1.1 Scope of Services. The Scope of Landscape Architectural Services to be provided under this agreement are detailed in "Exhibit B".
- 1.2 Supplemental Services. Supplemental Services are beyond the basic Scope of Services, and when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation (either on the hourly basis stated in "Exhibit A" or the basis of a negotiated sum) beyond the Compensation stated in Article 4 Landscape Architect Compensation.
- 1.3 Standard of Care. The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.
- 1.4 Changes to Approved Services. Revisions to drawings or other documents shall constitute Supplemental Services made necessary because of Client-requested changes to previously

approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

- 1.5 Schedule of Performance. The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall complete the services within 8 to 10 weeks from notice to proceed or as expeditiously as is consistent with the standard of care described in section 1.1, above.

Article 2: Client's Responsibilities

- 2.1 Information. The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. Some data for the site may be provided as part of the Scope of Services. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.
- 2.2 Budget. The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.
- 2.3 Approvals. The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

Article 3: Ownership of Documents

- 3.1 The Landscape Architect shall be deemed the author and owner of all document's deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for to the construction of the Project and for information and reference with respect to the use of the Project.

Article 4: Landscape Architect Compensation

- 4.1 Compensation for the Scope of Services performed under this agreement shall be the **Stipulated Sum of \$27,000.00** plus reimbursable expenses and applicable taxes.

Estimated Reimbursable Expenses: **\$1,500.00**

- 4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 15%. Reimbursable

Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project related expenditures. See Exhibit A for Confluence standard Reimbursable Expenses.

- 4.3 Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee. See "Exhibit A" for Confluence standard hourly rates.
- 4.4 Monthly payments to the Landscape Architect shall be based on (1) the percentage of Scope of Services completed and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.
- 4.5 Payments are due and payable 45 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 60 days after the invoice date shall be determined overdue and shall accrue 1.5% simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services. In the event any portion or all of an account remains unpaid 120 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Article 5: Insurance, Indemnification, Consequential Damages & Limitation of Liability

- 5.1 Insurance. The Landscape Architect shall secure and maintain insurance coverages indicated as follows:

<u>Coverage:</u>	<u>Liability Limits:</u>
Professional Liability:	\$5,000,000 per claim/\$5,000,000 aggregate
Commercial General Liability:	\$1,000,000 per claim/\$2,000,000 aggregate
Comprehensive Automobile Liability:	\$1,000,000 combined single limit
Umbrella Liability:	\$3,000,000 each occurrence/\$3,000,000 aggregate
Drone Aviation Liability:	\$1,000,000 per claim
Workers Compensation:	\$2,000,000 per claim/\$2,000,000 policy limit

- 5.2 Indemnification: Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees, and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages or expenses are caused by the joint or concurrent negligence of the Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.
- 5.3 Consequential Damages. The Landscape Architect and the Client waive consequential damages for claims, disputes, or other matters in question which arise of or are related to this Agreement, including but not limited to consequential damages due to the termination of this Agreement by either party in accordance with the provisions of Article 7 thereof.
- 5.4 Limitation of Liability. To the maximum extent permitted by law, the Client agrees to limit the Landscape Architect's liability for the Client's damages to the sum of \$50,000.00 or the

Landscape Architect's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

In the event the Client does not wish to limit the Landscape Architect's professional liability, the Landscape Architect agrees to waive this limitation upon written notice from the Client and agreement of the Client to pay, in addition to the agreed upon Landscape Architect's fee, a fee of 20% of the Landscape Architect's previously agreed upon fee within five (5) calendar days after this Agreement is fully executed. This additional fee is in consideration of the greater risk involved in performing work for which there is no limitation of liability.

Article 6: Dispute Resolution

- 6.1 If a dispute arises out of or relates to this agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by both parties.
- 6.2 For any claim subject to, but not resolved by, mediation pursuant to 6.1, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.
- 6.3 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7: Termination

- 7.1 This agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period. If the project is terminated, the Landscape Architect shall be paid their compensation for services performed prior to receipt of written notice from the Client, together with reimbursable expenses and applicable taxes then due.

Article 8: Other Terms & Conditions

- 8.1 Promotional Materials & Images. The Landscape Architect shall have the right to include photographic or artistic representations of the design of the Project among the Landscape Architect's promotional and professional materials. The Landscape Architect shall be given reasonable access to the completed Project to make such representations. However, the Landscape Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Landscape Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for the Landscape Architect in the Client's promotional materials for the Project.
- 8.2 Assignment. Neither party shall assign their interest in this Agreement without the expressed written consent of the other, except as to the assignment of the proceeds.

8.3 Governing Law. The laws of the State of Illinois shall govern this agreement.

8.4 Complete Agreement. This Agreement represents the entire understanding between the Client and Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in writing signed by both the Client and Landscape Architect.

Exhibits

The following Exhibits are incorporated in and made part of this Agreement:

"A" - Landscape Architect's Hourly Compensation Rates & Reimbursable Expenses Schedule

"B" - Scope of Services and Supplemental Services

Offered by:

Confluence, Inc.



Signature & Date

Terry Berkbuegler, Sr. Principal/Sr. V.P.

Printed Name & Title

Confluence
307 N Michigan Ave, Suite 601
Chicago, IL 60601

Copy: File

Accepted By:

City of Fairview Heights, IL

Signature & Date

Printed Name & Title

Exhibit “A”: Landscape Architect’s Standard Hourly Rates & Reimbursable Expenses

STANDARD HOURLY RATES

Senior Principal	\$175.00 - \$275.00 per hour
Principal	\$160.00 - \$250.00 per hour
Associate Principal	\$140.00 - \$200.00 per hour
Associate	\$115.00 - \$185.00 per hour
Senior Project Manager	\$105.00 - \$165.00 per hour
Project Manager	\$95.00 - \$145.00 per hour
Senior Landscape Architect	\$95.00 - \$185.00 per hour
Landscape Architect	\$85.00 - \$135.00 per hour
Senior Project Planner	\$95.00 - \$145.00 per hour
Planner II	\$85.00 - \$135.00 per hour
Planner I.....	\$75.00 - \$125.00 per hour
Landscape Architect-In-Training / Landscape Designer.....	\$75.00 - \$125.00 per hour
Landscape Architect Intern / Landscape Designer	\$65.00 - \$100.00 per hour
Draftsperson	\$55.00 - \$100.00 per hour
Graphic Designer	\$75.00 - \$115.00 per hour
Clerical / System Staff	\$75.00 - \$135.00 per hour

REIMBURSABLE EXPENSES

Social Pinpoint Public Engagement Tool	\$1,500.00
Costar Real Estate Tool.....	\$1,000 (project use), \$150 per report
Placer.AI Analytics Tool	1.15 x cost
Filing Fees	1.15 x cost
Materials and Supplies	1.15 x cost
Meals and Lodging.....	1.15 x cost
Mileage	\$.70 per mile
Postage	1.15 x cost
Printing by Vendor	1.15 x cost
B/W Photocopies/Prints 8½ x 11	\$.10 each
B/W Photocopies/Prints 11x17.....	\$.20 each
Color Photocopies/Prints 8½ x 11	\$.75 each
Color Photocopies/Prints 11x17.....	\$1.50 each
Large Format Plotting – Bond	\$2.50/SF
Large Format Plotting - Mylar	\$4.50/SF
Large Format Plotting - Photo	\$5.00/SF
Flash Drives	\$10.00 each
Booklet Binding (cover, coil, back)	\$4.50 each
Foam Core	\$8.00 each
Easel Pads	\$32.75 each
Online Meeting Service.....	\$35.00 Each

Effective 1/1/2025

End of Exhibit “A”

Exhibit “B”: Scope of Services

Task 1: Corridor Streetscape Master Plan / Concept Plan

Confluence will prepare a comprehensive concept plan that illustrates and defines the streetscape components to be incorporated throughout the Lincoln Trail Corridor. The work will be completed at a conceptual level appropriate for planning, budgeting, and future engineering and design phases.

Key subtasks will include:

1A - Existing Conditions Review - Review available base mapping, aerial photography, and relevant plans or studies. - Conduct a field review to understand existing streetscape conditions, right-of-way constraints, utilities, and character-defining features related to gateway locations.

1B - Streetscape Vision and Design Framework - Establish a corridor-wide streetscape vision and design narrative. - Identify typical corridor segments and nodes (e.g., gateways, commercial areas, intersections) that may require differentiated treatments. This will be based on the information provided in the Lincoln Trail Corridor Plan.

1C - Streetscape Components and Design Standards The concept plan will define the design intent, general dimensions, and preferred manufacturers for the following streetscape elements, including but not limited to:

- **Street and Pedestrian Lighting:** Pole types, fixture styles, spacing concepts, and lighting hierarchy.
- **Furnishings:** Seating, litter and recycling receptacles, bicycle racks, and other amenities. - **Landscaping:** Street trees, planting zones, planting character, and sustainability considerations.
- **Gateway Features and Wayfinding Signage:** Gateway locations, conceptual feature elements, and wayfinding hierarchy.
- **Colors, Materials, and Finishes:** Recommended palettes to ensure durability, visual cohesion, and long-term maintenance.

1D - Conceptual Illustrations and Graphics - Conceptual streetscape plans or diagrams for representative segments. - Typical cross-sections illustrating relationships between travel lanes, sidewalks, furnishings, and landscape areas. - Illustrative graphics to communicate character, materials, and overall design intent.

1E - Implementation Guidance - High-level guidance for phased implementation and integration with future roadway or redevelopment projects. - Opinion-of-magnitude cost ranges for typical streetscape components, if requested.

Deliverables

The following deliverables will be provided:

- Corridor Streetscape Concept Plan
- Typical sections, and illustrative graphics
- Streetscape component palette and design intent
- Manufacturer information for selected fixtures
- Design Intent drawings for custom features

Assumptions

1. The project will be completed at a conceptual planning level and will not include construction documents or permitting.
2. Surveying, traffic engineering, and utility coordination are excluded unless added as additional services.
3. Client will provide available base mapping and relevant background documents.