

**AGREEMENT BETWEEN WILL COUNTY, ILLINOIS
AND CITY of JOLIET**

THIS AGREEMENT, entered into _____, by and between Will County, Illinois (herein called the “COUNTY”) and City of Joliet (herein called “SUBRECIPIENT”):

WHEREAS, Will County has applied for and received Community Development Block Grant (CDBG) funds from the United States Government under Title I of the Housing and Community Development Act of 1974, herein referred to as the “Act”; Public Law 93-383, governed by 24 CFR 570 and distributed by the U.S. Department of Housing and Urban Development, herein referred to as “HUD”; and

WHEREAS, the Will County Board approved the 2020–2024 Consolidated Plan and Program Year 2024 Action Plan for the CDBG/HOME/ESG Program with Resolution #24-189, and 2025-2029 Consolidated Plan and Program Year 2025 Action Plan for the CDBG/HOME/ESG Program with Resolution #25-215 authorizing the use of CDBG funds for the activities identified in the Plan; and,

WHEREAS, HUD has approved the County’s Consolidated Plans and Action Plans for CDBG/HOME/ESG Programs and the use of funds for the activities identified in the Plans;

WHEREAS, the COUNTY desires to engage the SUBRECIPIENT to implement such undertaking to the CDBG Program as valid and worthwhile County purpose; and,

NOW THEREFORE, the parties agree to the following:

EXHIBITS: The following exhibits and attachments are made part of this Agreement:

Exhibit A Scope of Services

I. USE OF FUNDS

A. Summary of Funded Work

The SUBRECIPIENT will utilize CDBG funds for public infrastructure improvements as identified in **Exhibit A. Scope of Services/Summary of Funded Work**

B. Budget

The SUBRECIPIENT shall be reimbursed by the COUNTY using HUD CDBG and Will County Land Use funds for allowable costs, as determined by the COUNTY, in an amount not to exceed **\$420,000** in HUD CDBG funding for a total amount not to exceed **\$420,000**. Reimbursement is contingent upon the SUBRECIPIENT adhering to all applicable Rules and Regulations of the CDBG Program and appropriate documentation. Reimbursements will be issued according

to the approved Budget and invoicing process as outlined in **Exhibit A: Scope of Services/Budget**.

C. Timeline

The SUBRECIPIENT shall, in satisfactory and timely manner, perform the tasks necessary to conduct the funded work according to the schedule outlined in **Exhibit A. Scope of Services/Timeline**.

D. Beneficiaries

The SUBRECIPIENT certifies that the activities carried out with funds provided under this Agreement shall meet the Community Development Block Grant Program's National Objectives to benefit low-moderate income persons as defined in 24 CFR Part 570.208. SUBRECIPIENT will report beneficiary data as outlined in the Program Manual and report number of Beneficiaries served as outlined in **Exhibit A. Scope of Services/Beneficiaries**

E. Performance Plan

The performance of the SUBRECIPIENT will be monitored against the goals and performance standards submitted in the application and outlined in **Exhibit A. Scope of Services/Performance Plan**. Substandard performance will constitute noncompliance with this Agreement. If a course of action to correct such substandard performance is not submitted by the SUBRECIPIENT within 30 days of being notified by the Community Development Division, Agreement suspension or termination procedures will be initiated.

II. TERM OF AGREEMENT

A. Effective Date

The effective date of the Agreement between COUNTY and SUBRECIPIENT shall be February 1, 2026, costs can be incurred as of the effective date of the Agreement. The services of the SUBRECIPIENT shall be undertaken and completed as described in this Agreement.

B. Expiration

This Agreement shall terminate on June 30, 2027. COUNTY reserves the right to withhold the remaining balance of the CDBG Funds allocated to SUBRECIPIENT if expenses were not incurred by the Expiration date.

C. Extensions

If SUBRECIPIENT is delayed in the completion of the funded work by any cause legitimately beyond its control, it shall immediately, upon receipt and knowledge of such delay, give written notice to COUNTY through Euna Grant Management software and request an extension of time for completion of the work.

COUNTY shall consider SUBRECIPIENT's extension request and make a determination of an extension for completion of the funded work, in its sole

discretion, deems necessary for completion of the funded work due to the circumstances causing the delay. COUNTY shall act upon the extension request and recommendation in a timely manner and notify SUBRECIPIENT of a grant or denial of such request. If extension is not granted, COUNTY reserves the right to withhold the remaining balance of the funds allocated to SUBRECIPIENT's Program and terminate the remainder, portions of, or full Agreement, and require repayment of funds as applicable.

III. GENERAL ADMINISTRATION

A. Notices

Immediately upon execution of this Agreement, the individuals identified in **Exhibit A. Scope of Services/Notices** will represent the parties as a primary contact in all matters under this Agreement. Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and email address of the representative for such party for the purpose hereof.

B. Grant Management Personnel

Management of this funded work shall be conducted by persons identified in **Exhibit A. Scope of Services/Grant Management Personnel**. The COUNTY must be notified of any changes to key personnel within 30 days of the occurrence.

C. Program Manual

The Program Manual, provided to grant administrators of this funded work, outlines specific procedures, forms, processes, roles and responsibilities to ensure efficient and compliant grant management.

D. Eligible Costs

In consideration of the service to be performed by SUBRECIPIENT hereunder, the COUNTY shall pay up to the amount of the approved budget. Such funds shall be used only for payment of expenses eligible for coverage under the CDBG program and those outlined in the Program Manual.

Payments may be contingent upon SUBRECIPIENT's compliance with all applicable uniform administration requirements as set forth in 24 CFR 570.502 and upon certification of the SUBRECIPIENT's financial management system in accordance with the standards specified 2 CFR Part 200.

SUBRECIPIENT agrees to utilize funds available under this Agreement to supplement rather than replace funds otherwise available.

E. Progress Reports

SUBRECIPIENT shall submit monthly progress reports to the COUNTY in the form and content as required by the COUNTY. Said program status reports shall

be submitted with the monthly request for payment according to the agreed upon schedule. A sample progress report is provided in the Program Manual.

F. Payment Procedures

The County will reimburse to SUBRECIPIENT funds available under this Agreement based upon information submitted by SUBRECIPIENT and consistent with any approved budget and the County policy concerning such payments. With the exception of any funds that the County may, in its discretion, decide to advance, payments will be made for eligible expenses actually incurred by SUBRECIPIENT, not to exceed the Agreement amount as set forth in this Agreement. Payments will be adjusted by the County in accordance with the advance of funds and program income balances available in SUBRECIPIENT's accounts. In addition, the County reserves the right to reduce funds available under this Agreement for costs incurred by the COUNTY on behalf of SUBRECIPIENT in carrying out the project.

All Payment Requests shall be submitted through Euna Grants management software. To be eligible for reimbursement under this Agreement, SUBRECIPIENT shall submit sufficient documentation to the satisfaction of the County, in its sole discretion, demonstrating that SUBRECIPIENT is legally obligated to pay the costs for which reimbursement is sought.

G. Invoicing

SUBRECIPIENT shall submit payment requests and invoices to the COUNTY in the form and content as required by the COUNTY. Invoices shall be submitted regularly and include beneficiary data. Project/program specific supporting documentation requirements for invoices are provided in the Program Manual.

Supporting 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 should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

- a. 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 SUBRECIPIENT.
- b. Each Payment Request submitted by the SUBRECIPIENT shall be accompanied by sufficient supporting documentation substantiating all costs incurred and for which reimbursement is sought, to the satisfaction of the County, in its sole discretion. In the event the County determines the supporting documentation submitted by the SUBRECIPIENT is insufficient to enable it to evaluate the allowability and eligibility of costs,

the SUBRECIPIENT shall furnish additional supporting documentation to the satisfaction of the County, in its sole discretion.

- c. Notwithstanding anything to the contrary, SUBRECIPIENT is only entitled to reimbursements for which they have provided adequate supporting documentation. If the County determines the SUBRECIPIENT has only provided supporting documentation for a portion of the Payment Request, the County will issue reimbursement for that portion and ask SUBRECIPIENT to issue another Payment Request with supporting documentation for the remainder.

SUBRECIPIENT has up to 45 days following the expiration of the Agreement to submit invoices for costs incurred prior to the end of the Agreement term.

IV. GENERAL CONDITIONS

A. General Compliance with Federal Regulations

SUBRECIPIENT agrees to comply with all applicable requirements of Title 24 Code of Federal Regulations, Part 570 concerning CDBG funds, all applicable portions of 2 CFR Part 200, and all other federal requirements and policies issued pursuant to these regulations, including, but not limited to those set forth in this Agreement. SUBRECIPIENT shall be responsible for complying with all applicable changes or additions to the requirements currently set forth in said regulations. SUBRECIPIENT agrees to comply with all other applicable federal, state and local laws and regulations governing the funds provided under this Agreement.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, to create or establish the relationship of employer/employee between the parties. The SUBRECIPIENT shall at all times remain an independent entity with respect to the services to be performed under this Agreement. The COUNTY shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workman's Compensation Insurance as the SUBRECIPIENT is an independent entity.

C. Hold Harmless

SUBRECIPIENT shall hold harmless, defend, and indemnify the COUNTY from any and all claims, actions, suits, charges and judgments whatsoever that arise out of SUBRECIPIENT's performance or nonperformance of the service of the subject matter called for in this Agreement.

D. Workman's Compensation

The SUBRECIPIENT shall provide Workman's Compensation Insurance coverage for all employees involved in the performance of this Agreement.

E. Insurance & Bonding

The SUBRECIPIENT shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the COUNTY.

The SUBRECIPIENT shall comply with the bonding and insurance requirements of 2 CFR Part 200, Bonding and Insurance.

F. Funding Disclosure

The SUBRECIPIENT shall include on all promotional materials and shall place a sign in a prominent place at the project crediting the COUNTY and the U.S. Department of Housing and Urban Development for funding of the project including the following statement:

“Funding for this project has been provided, (in whole or in part), by the COUNTY through the use of Community Development Block Grant funds made available by the U.S. Department of Housing and Urban Development.”

V. AMENDMENTS

A. Scope, Budget & Term

The parties may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and are signed by a duly authorized representative of both parties and approved by either party’s governing body to the extent required by state law, local charter or otherwise. In addition, the COUNTY may, in its sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts. However, if any such amendments result in a change in the funding, the scope of services, or the scheduling of services to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

All requests for Amendments that require COUNTY approval shall be executed through the County’s grant management software, Euna Grants, and certified by SUBRECIPIENT’s authorized representative with approval by SUBRECIPIENT’s governing body to the extent required by state law, local charter or otherwise and submitted to COUNTY for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before COUNTY gives written approval through Euna Grants.

B. Program Manual

The administrators of the funded work may request to amend the Program Manual at any time to improve program delivery and administration. Amendments must be approved by the COUNTY and must be dated chronologically. Additionally, any change in procedure must be dated with a corresponding effective date.

VI. SUSPENSION OR TERMINATION

Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. However, any partial termination of the work to be performed as set forth above may only occur with the prior approval of the COUNTY.

The COUNTY may also suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; in such event, the COUNTY may declare SUBRECIPIENT ineligible for any further participation in the COUNTY Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may suspend payments Agreement funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY or is otherwise adjudicated to be in compliance.

In the event of any termination, all finished or unfinished documents, data, reports, maps, models, photographs or other materials prepared by SUBRECIPIENT under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY. In the event of termination, SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination. The COUNTY shall be entitled to the repayment of any payments made to SUBRECIPIENT over and above that to which it is entitled as just and equitable compensation for satisfactory work completed.

Insufficient Funds: Notwithstanding above, if any federal grant monies used to pay for performance under this Agreement are reduced or withdrawn, County will have the right to either reduce the services to be provided and the total dollar amount payable under this Agreement or terminate the Agreement. To the extent possible, County will endeavor to provide fifteen (15) days written notice of such reduction or termination. In the event of a reduction in the amount payable, County will not be liable to SUBRECIPIENT for more than the reduced amount. In the event of a termination under this paragraph, County's only obligation to SUBRECIPIENT will be payment for services rendered prior to the date of termination to the extent that grant funds are available.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

a. Accounting Standards

The SUBRECIPIENT agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, to utilize adequate internal controls, and to maintain necessary source documentation for all costs incurred.

b. Cost Principles

The SUBRECIPIENT shall administer its program in conformance with 24 CFR Part 200 as applicable, for all costs incurred whether charged on a direct or indirect basis.

c. Program Income

SUBRECIPIENT shall report on a monthly basis any program income, as defined at 24 CFR 570.500 (a), generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by SUBRECIPIENT shall comply with the requirements set forth in 24 CFR 570.504. By way of further limitations, SUBRECIPIENT may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requirements for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County at the end of the Agreement period.

d. Indirect Costs

If indirect administrative costs are charged, SUBRECIPIENT will develop an indirect cost allocation plan for determining the appropriate share of administrative costs and shall submit the plan to the County for approval prior to the County's payment of any such costs.

B. Documentation and Record Keeping

a. Records to Be Maintained

The SUBRECIPIENT shall maintain all records required by federal regulations as specified in 24 CFR 570.506, as they are pertinent to the activities to be funded under this Agreement. Such records shall include but not limited to:

- i. Records providing a full description of the activity undertaken.
- ii. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program, as set forth in 24 CFR 570.208; namely, benefiting low/moderate income persons, aiding in the prevention or elimination of slums or blight, and meeting community development needs having a particular urgency.
- iii. Records required to determine the eligibility of activities;
- iv. Records required to document the acquisition, improvements, use or disposition of any real property acquired or improved with CDBG assistance;
- v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program to the extent applicable;

- vi. Financial records as required by 24 CFR 570.502; and 2 CFR Part 200
- vii. Other records necessary to document any required compliance with 24 CFR 570.600-570.612.

b. Retention

The SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under the Agreement, or after the resolution of all federal audit findings, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for three (3) years after the final disposition of such property. Records for any displaced person must be kept for three (3) years after he/she has received final payment. All requirements of the Local Records Commission must be met in regard to the disposal of any records. Contact the Community Development Department before disposing of any records related to this Agreement.

In the event of SUBRECIPIENT closure, all records must be returned to the COUNTY for retention.

c. Client Data

The SUBRECIPIENT shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request.

d. Disclosure

The SUBRECIPIENT understands that client information collected under this Agreement is private and protected. Per 2 CFR Part 200.303, the use or disclosure of such information, when not directly in connection with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited without the written consent of the resident involved and, in the case of a minor, that of a responsible parent/guardian, except to the extent such use or disclosure is required by applicable federal, state or local law.

e. Property Records

The SUBRECIPIENT shall maintain real property inventory records which clearly identify any properties purchased, improved or sold with project funds. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restriction specified in 24 CFR 570.503 (b)(8).

f. National Objectives

The SUBRECIPIENT agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income

persons; 2) aid in the prevention or elimination of slums or blight; 3) meet community development needs that have a particular urgency-as defined in 24 CFR Part 570.208.

g. Close-Outs

The SUBRECIPIENT's obligation to the COUNTY shall not end until all close-out requirements are completed, as set forth in 24 CFR 570.509. Activities during this close-out period shall include, but not limited to, making final payments, disposing of program assets (including the return of all unspent cash advances and program income balances to the COUNTY), and determining the custodianship of records.

h. Asset Reversion

a. The SUBRECIPIENT shall transfer to the COUNTY any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation or termination.

b. At the time of the project closeout, the County shall determine the appropriate disposition of equipment purchased with funds. The County shall permit SUBRECIPIENT to retain title to such equipment, if SUBRECIPIENT assures the County that it intends to continue the project for a period of not less than five years following closeout.

c. If SUBRECIPIENT owns property that was acquired or improved with funds in excess of \$25,000 and SUBRECIPIENT subsequently disposes of or changes the use of such property within five years following project closeout, then SUBRECIPIENT shall reimburse the County in an amount that is equal to the fair market value of the real property which is current at such time of disposition or change in use, less that percentage of the value of the real property that is attributable to the investment of funds, other than grant funds, in its acquisition and/or improvement.

i. Audits

a. SUBRECIPIENT shall obtain a financial audit(s) at SUBRECIPIENT's expense. Audits shall be performed by an independent auditor in accordance with generally accepted governmental auditing standards covering financial and compliance audits. Audits shall include, in addition to the financial statement(s) of SUBRECIPIENT, auditor's comments regarding SUBRECIPIENT's compliance and internal controls pertaining to the expenditure of grant funds.

b. SUBRECIPIENT will be required to comply with 2 CFR Part 200.

c. SUBRECIPIENT shall submit one certified copy of each required audit report to the County no later than six months following the close of SUBRECIPIENT's fiscal year for single audits; and not later than six months following project closeout for grant audits.

C. Records Inspections

All of SUBRECIPIENT's records with respect to any matters covered by this Agreement shall be made available to the County, or its designees, or the U.S. Department of Housing and Urban Development, or its designees, at any time during normal business hours, as often as deemed necessary, in order to audit, examine, or make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by SUBRECIPIENT within thirty (30) days after receipt by SUBRECIPIENT. Failure by SUBRECIPIENT to comply with the above requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Specifically, all rights and remedies regarding performance reviews as set forth in 24 CFR 570.900-570.913 shall be available to the County and to HUD or their designees.

D. Procurement

a. Standards of Procurement

SUBRECIPIENT shall have a Procurement Policy and procure materials and services in accordance with the requirements of 2 CFR Part 200.

b. Travel

SUBRECIPIENT shall obtain written approval from the COUNTY for any travel expenses charged to funds provided under this Agreement

E. Build America, Buy America.

If applicable, SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

VIII. FEDERAL CERTIFICATIONS

- A. SUBRECIPIENT has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized SUBRECIPIENT as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

- B. SUBRECIPIENT will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).
- C. SUBRECIPIENT will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et. seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
- D. SUBRECIPIENT will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.
- E. SUBRECIPIENT will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.
- F. SUBRECIPIENT will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.
- G. SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.
- H. SUBRECIPIENT will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et. seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

- I. SUBRECIPIENT certifies that no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, SUBRECIPIENT shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying and require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

IX. FEDERAL CONDITIONS

- A. The SUBRECIPIENT shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.
- B. The SUBRECIPIENT agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- C. The SUBRECIPIENT certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.
- D. The SUBRECIPIENT shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.
- E. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
- F. The SUBRECIPIENT must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-16 (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.
- G. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion

of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

- H. The SUBRECIPIENT must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
- I. Exception for Charitable Organizations: At the time of execution of this Agreement, federal law, pursuant to 8 U.S.C. §1624(d), does not require a nonprofit charitable organization, as defined by PRWORA, to determine, verify, or otherwise require proof of eligibility of any applicant for such benefits.
- J. Subrecipient should remain abreast of any changes in federal law or agency guidelines and must comply with federal requirements regarding the use of federal public benefits.
- K. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. SUBRECIPIENT may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

X. CONTRACTING AND EMPLOYMENT STANDARDS

A. Labor Standards

The SUBRECIPIENT agrees to comply with the requirement of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provision of Contact Work Hours, the Safety Standards Act, the Copeland “Anti-Kickback” Act (40 U.S.C. 276, 327-333) and all other applicable Federal, State and Local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement; to include, but not limited to the Will County Purchasing Ordinance. The SUBRECIPIENT, and all contractors, are subject to either federal prevailing wage (Davis-Bacon Act) or Illinois Prevailing Wage rates; whichever the higher rate is at the time of the project. The federal law that applies federal prevailing wage rates (Davis-Bacon rates) to CDBG funding is Section 110 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5310). Section 110 requires the payment of wages at rates "not less than" the local prevailing wages determined by the U.S. Secretary of Labor under the Davis-Bacon Act. The SUBRECIPIENT shall maintain documentation which demonstrates compliance with hour and wage requirements. Such documentation shall be made available to the COUNTY for review upon request.

The SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) households, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with federal requirements adopted by the COUNTY pertaining to such agreements and with the applicable requirement of the regulations of the

U.S. Department of Labor, under 29 CFR, Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentice and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage. The SUBRECIPIENT shall cause or require to be inserted in full, in all such Contracts subject to such regulations, provision meeting the requirement of the paragraph, for such Contracts in excess of \$10,000.

B. Section 3 Clause

Section 3 requires that, to the greatest extent feasible, opportunities for job training and employment be provided for low-income residents of the Section 3 area, and that contracts for work on a Section 3 covered project be awarded to business concerns located in, or substantially owned by, persons residing in that area. If a project triggers Section 3, the SUBRECIPIENT and contractor(s) must comply with all Section 3 guidelines. The COUNTY will provide the contractor with a Section 3 Policy Manual to assist with compliance.

The COUNTY will provide technical assistance to the SUBRECIPIENT and contractor(s) in implementing Section 3, as requested. Technical assistance will include an explanation of Section 3 objectives and requirements; assisting the SUBRECIPIENT and contractor(s) in identifying Section 3 covered activities, Section 3 residents and business concerns; providing the SUBRECIPIENT and contractor(s) with any necessary forms relating to Section 3 compliance; and providing any other assistance as needed.

C Conduct

a. Assignability

SUBRECIPIENT shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY thereto, provided, however, that claims for money due or to become due to SUBRECIPIENT from the COUNTY under this Agreement may be assigned to bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

b. Hatch Act

SUBRECIPIENT agrees that no funds provided, nor personnel employed, under this Agreement shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title VI of the United States Code.

c. Conflict of Interest

SUBRECIPIENT agrees to abide by the provisions of 24 CFR 570.611 with respect to conflict of interest.

- i. SUBRECIPIENT shall maintain a written code of standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by federal funds.

- ii. No employee, officer or agent of the SUBRECIPIENT shall participate in the selection, or in the award or administration of a contract supported by Federal funds in a conflict of interest, real or apparent would be involved.
- iii. SUBRECIPIENT further agrees that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the SUBRECIPIENT. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of SUBRECIPIENT or the COUNTY, or any designated public agencies or SUBRECIPIENTs which are receiving funds under the CDBG program.

D. Subcontracts

a. Approvals

SUBRECIPIENT shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the COUNTY prior to the execution of such subcontract.

b. Monitoring

SUBRECIPIENT will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in SUBRECIPIENT's monthly written report to the COUNTY and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

SUBRECIPIENT shall cause all of the provisions of this Agreement in their entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

SUBRECIPIENT shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation concerning the selection process.

E. Copyright

If this Agreement results in any materials that may be copyrighted, the COUNTY and/or grantor agency reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work for government purposes.

F. Religious Organization

The SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with federal regulations specified in 24 CFR 570.200(j).

G. Drug-Free Workplace

The SUBRECIPIENT shall comply with the Illinois Drug Free Workplace Act (30 ILCS 580/1, et seq.), and, if applicable, with the Federal Drug Free Workplace Act (41 U.S.C. Section 701, et seq.).

XI. ENVIRONMENTAL CONDITIONS

SUBRECIPIENT shall cooperate with the COUNTY in its responsibilities pursuant to HUD's Environmental review procedures, 24 CFR 58, as amended, and shall permit the COUNTY or its designees or employees to conduct site inspections, conduct appropriate tests, examination of applicable documents, and such other activities as the COUNTY deems appropriate in order to fulfill its responsibilities in the implementation of the policies of the national Environmental Policy Act of 1969. The COUNTY shall not make any payments contemplated under this Agreement until the environmental review process has been completed by the COUNTY in accordance with the 24 CFR Part 58, nor may any costs be incurred by the SUBRECIPIENT until completion of the Environmental Review. The SUBRECIPIENT will be notified by the COUNTY when costs may begin to be incurred through the issuance of a written Notice to Proceed.

A. Flood Disaster Protection

To the extent applicable, SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement.

B. Lead-Based Paint

The SUBRECIPIENT agrees that any construction or rehabilitation of structures with assistance provided under this Agreement shall be subject to HUD lead-based paint regulations 24 CFR 570.608 and 24 CFR Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and required that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notifications shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning.

C. Historic Protection

SUBRECIPIENT agrees to comply with the historic preservation requirements set forth in the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800 et seq., insofar as they apply to the performance of this Agreement.

XII. SURVIVAL OF PROVISIONS

The parties to this Agreement specifically agree that all the paragraphs, terms, conditions and other provisions of this Agreement that require some action to be taken by either or

both of the parties upon or after the expiration or termination hereof shall survive the expiration or termination of this Agreement and shall be completed, taken or performed as provided herein or as may be required under the circumstances at that time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date written above.

WILL COUNTY, ILLINOIS

SUBRECIPIENT

By: _____

By: _____

Jennifer Bertino-Tarrant

Name:

Will County Executive

Title:

Exhibit A. Scope of Services

Summary of Funded Work

Sewer Cleaning and Televising- A project will be bid to conduct sewer cleaning and televising of the entire sanitary system. This cleaning will remove any roots, grease, and debris from the sanitary sewer that are potential maintenance issues. The televising will identify any structural deficiencies in the sewer system and potential sources of inflow and infiltration.

Sanitary Sewer Evaluation Survey (SSES)- The City's collection systems consultant RJN Group that was determined to be the most qualified in the 2014 and 2021 RFQ process, will complete a comprehensive study on Southeast Joliet's sewer system. The survey will include manhole inspections, sewer televising review, sewer smoke testing, dyed water flooding and tracing. These studies will help identify the structural defects in the system and sources of inflow and infiltration that are needed of rehabilitation.

Leak Detection, Valve Exercising, and Hydrant Inspection- The City's water inspection consultant will complete acoustic leak detection, valve exercises, and hydrant inspection on the entire water system. The inspection will identify the water loss sources in the system. This inspection will also identify the repairs that are required in the system that can be completed by the City operations staff.

GIS Updates- The City will request a proposal from engineering consultants to survey grade map the water and sewer system. This mapping will assist with the operation and maintenance of the water and sewer system and help during the design of the improvement program.

Water Source Transfer Study/Plan- The City will consult with industry leader in water source transfer to develop a safe plan to transfer water sources from the Southeast Joliet Sanitary District well to the City of Joliet water. This study will include water sample sampling and testing at recommended monitoring points throughout the system, harvesting pipe samples to test the scale buildup, and post transfer sampling and testing.

SCADA for Well, Tower, Lift Station, and Flow Meter Communications- Construct and install metropolitan communication cabinets.

Budget

CDBG Program Year 2025	420,000.00
GIS Mapping	93,388.00
SCADA for Lift Station & Sewer Meter Communications	53,951.00
Water Source Transfer Professional Services (Phase I)	61,500.00
Hydrant Testing, Valve Exercising, Leak Detection	22,162.00
Sewer Cleaning & Televising	107,780.00
SSES (smoke testing, manhole inspection, TV review)	71,195.00
Meter Insulators	10,000.00
Total	419,976.00

Timeline

CDBG Program Year 2025

	Schedule to Start	Schedule to Complete
GIS Mapping	Winter 2025	Summer 2026
SCADA for Lift Station & Sewer Meter Communications	Spring 2026	Fall 2026
Water Source Transfer Professional Services (Phase I)	Summer 2026	2-3 years depending on EPAs requirements
Hydrant Testing, Valve Exercising, Leak Detection	Summer 2026	End of Summer 2026
Sewer Cleaning & Televising	Spring 2026	Summer 2026
SSES (smoke testing, manhole inspection, TV review)	Spring 2026	End of 2026
Meter Insulators	Spring 2026	End of Spring 2026

Beneficiaries

The Southeast Joliet Satellite District serves approximately 2051 people and a total of 600 accounts.

Performance Plan

This City of Joliet will update Will County on the proposed schedule and any delays in the schedule laid out below.

CDBG Program Year 2025	Schedule to Start	Schedule to Complete
GIS Mapping	Winter 2025	Summer 2026
SCADA for Lift Station & Sewer Meter Communications	Spring 2026	Fall 2026
Water Source Transfer Professional Services (Phase I)	Summer 2026	2-3 years depending on EPAs requirements
Hydrant Testing, Valve Exercising, Leak Detection	Summer 2026	End of Summer 2026
Sewer Cleaning & Televising	Spring 2026	Summer 2026
SSES (smoke testing, manhole inspection, TV review)	Spring 2026	End of 2026
Meter Insulators	Spring 2026	End of Spring 2026

Grant Management Personnel

Project Manager - person responsible for the day to day management of the grant

Name: Owen Dean
Title: Civil Engineer II
Phone: 815-724-4254
Email: odean@joliet.gov

Fiscal Coordinator - person responsible for bookkeeping and payment of bills

Name: Kevin Sing
Title: Finance Director
Phone: 815-724-3917
Email: ksing@joliet.gov

Engineer/Construction Manager - person responsible for construction management

Name: Owen Dean
Title: Civil Engineer II
Phone: 815-724-4254
Email: odean@joliet.gov

Euna administrator – person with project management access to EUNA grant management software. All payment requests, change orders, grant amendments must be submitted through Euna.

Name: Rebecca DeGroate
Title: Grant Administrator
Phone: 815-724-3906
Email: rdegroate@joliet.gov

If changes need to be made to add/change EUNA users. Please refer to the public folder in your award for a tutorial.

Other – any other person involved that is not listed above

Role: Allison Swisher
Name: Program Director
Title: Director of Public Utilities
Phone: 815-724-4222
Email: aswisher@joliet.gov

Notices

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

WILL COUNTY:

Martha Sojka, Director
Community Development Division
Will County Land Use Department
158 N. Scott Street
Joliet, Illinois 60432
Phone: 815-774-3364
Email: msojka@willcountylanduse.com

SUBRECIPIENT:

NAME: Allison Swisher
TITLE: Director of Public Utilities
AGENCY: City of Joliet
ADDRESS: 150 W. Jefferson Street, Joliet, Illinois 60432
PHONE: 815-724-4222
EMAIL: aswisher@joliet.gov