

ROUTE 66 GRANT FY26 (26-336001)

**AV AT CITY SQUARE ATTRACTION AGREEMENT BETWEEN
HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU
AND CITY OF JOLIET**

The Memorandum of Understanding and Agreement (hereinafter “Agreement”) is made this _____ day of _____, 2026, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter “CVB”) whose address is 701 Essington Road, Suite 100; Joliet, Illinois; and City of Joliet (an Illinois municipality) (hereinafter “CITY”), whose address is 150 W. Jefferson Street; Joliet, IL.

RECITALS

WHEREAS, CVB is an Illinois not-for-profit organization that partners with destinations to promote the historic I&M Canal National Heritage Area, Starved Rock Country, and The First Hundred Miles of Illinois Route 66; and

WHEREAS, the State of Illinois has made grant funds available to Illinois CVBs for the purpose of promoting tourism and celebrating the 100th Anniversary of Route 66, which includes attraction development along historic Route 66, and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of creating visitor attractions as part of the Route 66 project, no federal funds will be used; and

WHEREAS, CVB will provide funding for audio-visual equipment to be installed at City Square Park; and

WHEREAS, as consideration for the project management (including grant reporting) of said audio-visual equipment, the CITY agrees to a one-time payment of two thousand dollars (\$2,000) to CVB to cover project management costs for the attraction development. CITY agrees to make the one-time payment on or before April 30, 2026; and

WHEREAS, Joliet’s City Square will bring a vibrant gathering place to Joliet’s city center. Located across from the majestic Rialto Square Theatre, at the corner of Clinton and Chicago Streets, City Square is uniquely positioned to take advantage of regional destinations and to build upon the historic significance of Route 66.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. The term of this agreement shall commence on or before January 15, 2026, and shall continue through May 31, 2026 unless sooner terminated in whole or in part according to the terms of the agreement. The audio-visual equipment must be completed by May 31, 2026.
2. CITY shall follow state procurement guidelines and have multiple bids for project components over \$10,000. CITY will provide documentation:

- a. copy of the RFP;
 - b. brief explanation of RFP advertising plan;
 - c. selection criteria/scoring sheet; and
 - d. vendor contract along with executed contracts must immediately be submitted to CVB
 - e. Certificate of Insurance of all vendors hired
3. CITY will provide statement authorizing payment to preferred vendor to CVB along with the above documentation. CITY may request vendor deposit payments up to 50% down by March 31, 2026, with balances due no later than May 31, 2026. Three bids are recommended; however, minimum two bids are required.
 4. CITY will provide signage at Joliet's City Square indicating the following information: "Project funded by Illinois DCEO Route 66 Grant" and include the logos of Enjoy Illinois, CVB, and CITY. Aside from the foregoing information, the form, material, and design of the signage outlined above shall be left to the discretion of the CITY.
 5. CITY must submit monthly performance reports along with pictures of the progress of the project. Reports should include the progress of the job, % of completion, and projected completion date. Reports are due the 10th day of the month for project work the previous month, starting March 10, 2026.
 6. CVB shall not be liable for any injury or death occurring in or about the area where the audio visual equipment is placed, or for injury or death that is caused because of the condition of the audio visual equipment itself. CVB shall not be liable for repair, replacement, or maintenance of the audio visual equipment after initial delivery and installation to the CITY.
 7. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the use/establishment of the audio visual equipment.
 8. All plans and work carried out should be kept by CITY and made available to CVB upon request for 3-years. Research/development, marketing, staffing, and travel are not eligible expenses through this grant award. There are no indirect cost being utilized for this grant award.
 9. The Parties hereby acknowledge that the approximate costs for equipment purchase and installation are Route 66 grant eligible expenses not to exceed \$225,000 to the "contractual" grant expense category. Costs up to \$225,000 will be provided/paid by the CVB on behalf of CITY. CITY will be financially responsible for expenses exceeding the initial \$225,000 Route 66 Grant eligible expenses.

ADDITIONAL THIRD-PARTY CONTRACTUAL REQUIREMENTS. Between CVB and GRANTEES

1. *Records Retention.* Grantee shall 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 200.333, unless a different retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). 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.

2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336 and 44 Ill. Admin. Code 7000.430(e), shall 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, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. Grantee shall cooperate fully in any such audit or inquiry.
3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.
4. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant 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 sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.
5. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of this Agreement. In all agreements between Grantee and its sub-grantees, Grantee shall insert term(s) that requires that all sub-grantees adhere to the terms of this Agreement.
6. Access to Documentation. The Award will be monitored for compliance in accordance with the terms and conditions of this Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that the Grantor promulgates or implements. The Grantee must permit any agent authorized by the Grantor, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the Grantee involving transactions relating to this Award.
7. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Article XII, 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 shall 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 shall 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.
8. Lobbying – Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification for any agreement, grant, loan,

or cooperative agreement. 31USA1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

9. Lobbying – Federal Form LLL. If any funds, other than federally appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.
10. Lobbying – Lobbying Costs. Grantee certifies that it is following the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget and thereafter treated as other Unallowable Costs.
11. Lobbying - Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
12. Lobbying - Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

MOU/contract must be signed by February 20, 2026 with payments completed by May 31, 2026 and work completed by May 31, 2026.

Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 and the responsibilities listed above. Sign and submit back to Heritage Corridor by February 20, 2026.

When Heritage Corridor receives an executed Grant Agreement from the State of Illinois, they will countersign and send copy back to you. Full agreement will be activated at that time.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

CITY OF JOLIET by ITS AUTHORIZED AGENT
Beth Beatty, City Manager

DATE _____

HERITAGE CORRIDOR CVB BY ITS AUTHORIZED AGENT
Robert Navarro, President & CEO

DATE _____

2026-01-30