



SUBRECIPIENT GRANT AGREEMENT

Summary of Key Subrecipient Grant Terms

1. Subrecipient Entity Name: City of Joliet
- 2.
3. Supervisor Name: Allison Swisher, Director of Public Utilities
4. Subrecipient Unique Entity Identifier: UKXHU6SJXLR9
5. Subrecipient Taxpayer ID:
6. Point of Contact Email Address: aswisher@joliet.gov
7. Address Line 1: 150 W Jefferson St.
8. City, State, Zip: Joliet, IL 60432
9. Subrecipient SAM.gov Registration:
10. Type of Grant (select all that apply):
 - ☐1. Funds to cover direct expenses related to Covid-19 (e.g., purchase of PPE, staff cost related to increased demand of services)
 - ☐2. Funding for new programs/services for people disparately impacted by the pandemic and its economic impacts
 - ☐3. Funds to cover household assistance
 - ☐4. Funds to cover costs associated with the implementation of preventing or mitigation measures to contain the spread of the virus
 - ☒Other: ARPA Infrastructure – South East Joliet System Improvements
11. Detailed description of what the grant funds will be used for: Improvements of South East Joliet water system.
12. Amount granted: \$ 4,025,046.00
13. Expenditure Category (Attachment A):

5.11– Drinking Water: Transmission & Distribution

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SUBRECIPIENT AWARD AGREEMENT BETWEEN WILL COUNTY AND CITY OF JOLIET

This Subrecipient Award Agreement (the "Agreement") dated as of October 21, 2025 is made and entered into by and between Will County (the "County"), and the City of Joliet (the "Subrecipient"), a (collectively the "Parties" and individually the "Party"); and

RECITALS

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

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

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

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

WHEREAS, the County desires to reimburse the Subrecipient in an amount not to exceed \$4,025,046.00 in Grant Funds for the period of March 3, 2021 to December 31, 2026; and

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

TERMS AND CONDITIONS

I. INCORPORATION OF RECITALS

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

II. INCORPORATED DOCUMENTS

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

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

III. TERM OF AGREEMENT

The term of this Agreement shall begin on October 21, 2025, and end on December 31, 2026 (“Termination Date”) subject to any extensions later agreed upon.

IV. CONFLICT OR INCONSISTENCY

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

V. TERMINATION FOR CONVENIENCE

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

VI. TERMINATION FOR CAUSE

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

VII. SUBRECIPIENT APPLICATION DEADLINE

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

VIII. SCOPE OF WORK

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

IX. COMPENSATION

Subject to the terms and conditions of this Agreement, the County shall pay the Subrecipient, on a cost reimbursement basis, up to a maximum of \$4,025,046.00 under this Agreement. It is understood and agreed that any additional funds necessary in connection with the projects and/or activities described in the EAP above and beyond this amount are the sole responsibility of the Subrecipient. Advance payment of funds to the Subrecipient under this Agreement shall not be permitted unless expressly described in the EAP.

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

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

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

signed by an official who is authorized to legally bind the Subrecipient, that reads as follows:

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (18 U.S.C. § 1001 and 31 U.S.C. §§ 3729-3730 and §§ 3801-3812).

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

X. TERMS OF PAYMENT

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

XI. REPORTING AND MONITORING REQUIREMENTS

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

ILCS 708 and 2 C.F.R. Part 200, as applicable. The Subrecipient shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Subrecipient shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

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

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

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

XII. SUBCONTRACTS; PROCUREMENT; SUBAWARDS

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

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

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

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

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

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

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

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

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

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

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

XIII. INDEMNIFICATION HOLD-HARMLESS AGREEMENT

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

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

XIV. FORCE MAJEURE

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

XV. CLOSEOUT

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

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

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

XVI. LOBBYING PROHIBITION; CONFLICTS OF INTEREST

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

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

XVII. REAL PROPERTY; EQUIPMENT

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

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

XVIII. UNAUTHORIZED EMPLOYMENT

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

XIX. DEBARMENT/SUSPENSION

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

XX. PHYSICAL ACCESS AND INSPECTION

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

XXI. PERMITS

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

XXII. ACCESS TO RECORDS AND PERSONNEL

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

XXIII. MISCELLANEOUS

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

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

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

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

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

Attention: Ms. Jennifer Bertino-Tarrant

Notice to the Subrecipient shall be addressed to:

City of Joliet
150 W Jefferson St.
Joliet, IL 60432

Attention: Allison Swisher, Director of Public Utilities

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

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

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

For the Subrecipient: Name: City of Joliet
 Contact: Allison Swisher, Director of Public Utilities
 Address: 150 W Jefferson St, Joliet, IL 60432
 Phone: 815-724-4222
 Email: aswisher@joliet.gov

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

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

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

[Signature page to follow]

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

County of Will, ILLINOIS

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

By: _____

City of Joliet, Illinois

Allison Swisher, Director of Public Utilities
150 W Jefferson St, Joliet, IL 60432

By: _____

Attachment A: Expenditure Allowability Plan

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

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

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

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

Attachment B: Reimbursement Request Process

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

Section 1: Reimbursement Request Information

Agency: Name of Organization

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

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

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

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

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

Date of Purchase: Date purchase order was made.

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

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

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

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

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

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

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

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

Section 2: Reimbursement Request Term and Conditions

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

Section 3: Supporting Documentation

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

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

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

Section 4: Certification Regarding Use of Funds

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

Attachment C: Reimbursement Request Form

[Form on the following page]

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

Attachment D: ARPA Award Background

[For informational purposes only]

Background

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

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

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

Treasury's Final Rule

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

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

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

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

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

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

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

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

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

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

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

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

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

Uniform Administrative Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1: Internal Controls Best Practices

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

ARPA Award Terms and Conditions

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

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

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

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

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

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

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